IMPORTANT NOTICE

Attached please find an electronic copy of the offering circular (the "**Offering Circular**"), dated October 23, 2017, relating to the offering by AMMC CLO 21, Limited and AMMC CLO 21, LLC of certain notes (the "**Offering**"). The Offering Circular supersedes the first preliminary offering circular (the "**First Preliminary Offering Circular**"), dated August 23, 2017, the second preliminary offering circular (the "**Second Preliminary Offering Circular**"), dated September 12, 2017 and the third preliminary offering circular (the "**Third Preliminary Offering Circular**"), dated September 13, 2017.

The Offering Circular does not constitute an offer to any person (other than, subject to the provisions of this notice, the recipient) or to the public generally to subscribe for or otherwise acquire the Notes described therein.

DISTRIBUTION OF THE OFFERING CIRCULAR TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE PLACEMENT AGENT REFERRED TO THEREIN AND THEIR RESPECTIVE AGENTS, AND ANY PERSONS RETAINED TO ADVISE THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE PLACEMENT AGENT WITH RESPECT THERETO, IS UNAUTHORIZED. ANY PHOTOCOPYING, DISCLOSURE OR ALTERATION OF THE CONTENTS OF THE OFFERING CIRCULAR, AND ANY FORWARDING OF A COPY OF THE OFFERING CIRCULAR OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR ANY OTHER MEANS TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE PLACEMENT AGENT IS PROHIBITED. BY ACCEPTING DELIVERY OF THE OFFERING CIRCULAR, THE RECIPIENT AGREES TO THE FOREGOING.

The Placement Agent described in these materials may from time to time perform asset management and/or investment banking services for, or solicit investment banking business from, any person or company named in these materials or any affiliate thereof. The Placement Agent, its affiliates and/or their respective employees may from time to time have a long or short position in any contract, security and/or collateral obligation discussed in these materials.

OFFERING CIRCULAR

AMMC CLO 21, Limited
AMMC CLO 21, LLC

U.S.$2,000,000 CLASS X AMORTIZING SENIOR SECURED FLOATING RATE NOTES DUE 2030
U.S.$281,000,000 CLASS A SENIOR SECURED FLOATING RATE NOTES DUE 2030
U.S.$61,000,000 CLASS B SENIOR SECURED FLOATING RATE NOTES DUE 2030
U.S.$29,000,000 CLASS C SECURED DEFERRABLE FLOATING RATE NOTES DUE 2030
U.S.$25,000,000 CLASS D SECURED DEFERRABLE FLOATING RATE NOTES DUE 2030
U.S.$18,000,000 CLASS E SECURED DEFERRABLE FLOATING RATE NOTES DUE 2030
U.S.$40,700,000 SUBORDINATED NOTES DUE 2030

The Issuer's investment portfolio will consist primarily of bank loans and Participation Interests. The portfolio will be managed by American Money Management Corporation.

SEE "*RISK FACTORS*" FOR A DISCUSSION OF CERTAIN FACTORS TO BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE NOTES.

No Notes will be issued unless upon issuance (i) the Class X Notes are rated "AAA (sf)" by S&P and "Aaa (sf)" by Moody's, (ii) the Class A Notes are rated "AAA (sf)" by S&P and "Aaa (sf)" by Moody's, (iii) the Class B Notes are rated at least "AA (sf)" by S&P, (iv) the Class C Notes are rated at least "A (sf)" by S&P, (v) the Class D Notes are rated at least "BBB (sf)" by S&P and (vi) the Class E Notes are rated at least "BB- (sf)" by S&P. The Subordinated Notes will not be rated. See "*Ratings of the Secured Notes*."

THE NOTES BEING OFFERED HEREBY (THE "NOTES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AND NEITHER CO-ISSUER HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT. THE NOTES ARE BEING OFFERED ONLY (1) TO NON-U.S. PERSONS OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S AND (2) TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS THAT ARE (X) QUALIFIED INSTITUTIONAL BUYERS AND QUALIFIED PURCHASERS (OR ENTITIES OWNED (OR BENEFICIALLY OWNED) EXCLUSIVELY BY QUALIFIED PURCHASERS) OR (Y) SOLELY IN THE CASE OF THE CLASS E NOTES AND SUBORDINATED NOTES, (I) INSTITUTIONAL ACCREDITED INVESTORS THAT ARE QUALIFIED PURCHASERS (OR ENTITIES OWNED (OR BENEFICIALLY OWNED) EXCLUSIVELY BY QUALIFIED PURCHASERS) OR (II) ACCREDITED INVESTORS THAT ARE KNOWLEDGEABLE EMPLOYEES (OR ENTITIES OWNED EXCLUSIVELY BY KNOWLEDGEABLE EMPLOYEES) WITH RESPECT TO THE ISSUER. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. EACH ORIGINAL PURCHASER OF A NOTE WILL BE DEEMED TO MAKE CERTAIN ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON TRANSFER, SEE "*TRANSFER RESTRICTIONS*."

Application has been made to the Irish Stock Exchange plc (the "**Irish Stock Exchange**") for the Notes (excluding the Class X Notes) to be admitted to the Official List (the "**Official List**") for trading on the Global Exchange Market of the Irish Stock Exchange plc (the "**GEM**"). This Offering Circular constitutes listing particulars for the purpose of such application and has been approved by the Irish Stock Exchange. There can be no assurance that such listing will be maintained.

The Issuer intends to qualify for the "loan securitization" exclusion set forth in the implementing regulations of the Volcker Rule. See "*Risk Factors—General Economic Risks—Changes in the legislative and regulatory environment may affect the ability of the Co-Issuers to make payments on the Notes and result in enhanced scrutiny of the private investment fund industry*."

The Notes (other than the Collateral Manager Notes) are being offered, subject to prior sale, when, as and if issued, by RBC Capital Markets, LLC ("**RBC Capital Markets**" and the "**Placement Agent**"). The Placement Agent will offer the Notes (other than the Collateral Manager Notes) in individually negotiated transactions at varying prices to be determined at the time of sale. The Placement Agent reserves the right to withdraw, cancel or modify such offers and to reject orders in whole or in part. The Placement Agent will act as sole manager and bookrunner with respect to the Notes. The Global Notes are expected to be delivered to investors in book-entry form through The Depository Trust Company and its participants and indirect participants, including, without limitation, Euroclear and Clearstream, and the ERISA Restricted Certificated Notes are expected to be delivered in physical form in New York, New York, in each case against payment therefor in immediately available funds on or about October 19, 2017 (the "**Closing Date**").

RBC Capital Markets

October 23, 2017

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IMPORTANT NOTICE REGARDING THIS OFFERING CIRCULAR AND THE NOTES

EACH PROSPECTIVE INVESTOR HAS REQUESTED THAT THE PLACEMENT AGENT PROVIDE TO SUCH PROSPECTIVE INVESTOR INFORMATION IN CONNECTION WITH SUCH PROSPECTIVE INVESTOR'S CONSIDERATION OF THE PURCHASE OF THE NOTES DESCRIBED IN THESE MATERIALS. THESE MATERIALS ARE BEING PROVIDED TO EACH PROSPECTIVE INVESTOR FOR INFORMATIVE PURPOSES ONLY IN RESPONSE TO SUCH PROSPECTIVE INVESTOR'S SPECIFIC REQUEST.

THE DELIVERY OF THIS OFFERING CIRCULAR AT ANY TIME DOES NOT IMPLY THAT ANY INFORMATION CONTAINED HEREIN IS CORRECT IN ANY MATERIAL RESPECT AT ANY TIME SUBSEQUENT TO THE DATE HEREOF. THE INFORMATION CONTAINED HEREIN SUPERSEDES ANY PREVIOUS INFORMATION DELIVERED TO ANY PROSPECTIVE INVESTOR.

The Notes offered hereby are subject to modification or revision and are offered on a "when, as and if issued" basis. You understand that, when you are considering the purchase of Notes, a binding contract of sale will not exist prior to the time that the relevant class of Notes has been priced and the Placement Agent or the Issuer, as applicable, has confirmed the allocation of such Notes to be made to you; prior to that time any "indications of interest" expressed by you, and any "soft circles" generated by the Placement Agent or the Issuer, as applicable, will not create binding contractual obligations for you or the Placement Agent or the Issuer, as applicable, and may be withdrawn at any time.

You may commit to purchase one or more Classes of Notes that have characteristics that may change, and you are advised that all or a portion of the Notes may not be issued with the characteristics described in this Offering Circular. The Placement Agent's obligation to place such Notes to you is conditioned on the Notes having the characteristics described in this Offering Circular. If the Placement Agent determines that such condition is not satisfied in any material respect, you will be notified, and none of the Issuer, the Co-Issuer or the Placement Agent will have any obligation to you to deliver any portion of the Notes that you have committed to purchase, and there will be no liability among the Co-Issuers, the Placement Agent, their respective Affiliates and you as a consequence of the non-delivery. Your payment for the Notes will confirm your agreement to the terms and conditions described in this Offering Circular.

In making your investment decision, you should only rely on the information contained in this Offering Circular. No person has been authorized to give you any information or to make any representation other than those contained in this Offering Circular. If you receive any other information, you should not rely on it.

You should not assume that the information contained in this Offering Circular is accurate as of any date other than the date of this Offering Circular.

The Notes are being offered and sold only in places where offers and sales are permitted.

The Co-Issuers and the Placement Agent reserve the right, for any reason, to reject any offer to purchase in whole or in part, to allot to you less than the full amount of Notes sought by you or to sell or allocate less than the stated initial principal amount of any Class of Notes.

- The Co-Issuers accept responsibility for the information contained in this Offering Circular (other than the Collateral Manager Information, as defined below). To the best knowledge and belief of the Co-Issuers, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Circular (other than the Collateral Manager 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 Collateral Manager Information. To the best knowledge and belief of the Collateral Manager, having taken all reasonable care to ensure that such is the case, the Collateral Manager Information is in accordance with the facts and does not omit anything likely to affect the import of such information.

- You are responsible for making your own examination of the Co-Issuers and the Collateral Manager and your own assessment of the merits and risks of investing in the Notes. By purchasing any Notes, you will be deemed to have acknowledged that:

    - you have reviewed this Offering Circular;

    - you have had an opportunity to request any additional information that you need from the Co-Issuers and the Collateral Manager;

    - you have consulted with your own financial, legal and tax advisors regarding investment in the Notes as you have deemed necessary and that your investment in the Notes is within your powers and authority, is permissible under applicable laws governing such purchase, has been duly authorized by you and complies with applicable securities laws and other laws;

    - none of the Placement Agent, the Collateral Manager (except in the case of clause (ii) below with respect to the information contained under the headings "*Risk Factors—Relating to the Notes—U.S. Risk Retention*", "*Risk Factors—Relating to the Notes—Estimated Fair Values*", "*Risk Factors—Relating to the Notes—Estimates of fair value of the Notes involve a significant degree of subjective judgment and, as a result, are inherently uncertain*", "*Risk Factors—Relating to the Collateral Manager*" and the sub-headings thereunder, "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*", "*Risk Factors—Relating to Certain Conflicts of Interest—AMMC CLO IX Asset Purchases*", "*The Collateral Manager*" and "*Credit Risk Retention*" (the "**Collateral Manager Information**") and in Part 2A of the Collateral Manager's Form ADV (as filed with the SEC and as amended from time to time)), the Trustee or the Collateral Administrator is responsible for, or is making any representation to you concerning, (i) the future performance of the Issuer, (ii) the accuracy or completeness of this Offering Circular or (iii) the value or validity of the Assets; and

    - you have not relied on the Placement Agent, the Collateral Manager (except with respect to the information contained under the headings "*Risk Factors—Relating to the Notes—U.S. Risk Retention*", "*Risk Factors—Relating to the Notes—Estimated Fair Values*", "*Risk Factors—Relating to the Notes—Estimates of fair value of the Notes involve a significant degree of subjective judgment and, as a result, are inherently uncertain*", "*Risk Factors—Relating to the Collateral Manager*" and the sub-headings thereunder, "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*", "*Risk Factors—Relating to Certain Conflicts of Interest—AMMC CLO IX Asset Purchases*", "*The Collateral Manager*" and "*Credit Risk Retention*" and in Part 2A of the Collateral Manager's Form ADV (as filed with the SEC and as amended from time to time)), the Trustee, the Collateral Administrator, the Administrator or any of their respective Affiliates in connection with the accuracy of such information or your investment decision.

Neither Citibank, N.A., in each of its capacities including but not limited to Trustee, Calculation Agent and Subordinated Note Issuing and Paying Agent nor Virtus Group, LP, as Collateral Administrator has not participated in the preparation of this Offering Circular and assumes no responsibility for its contents.

None of the Co-Issuers, the Placement Agent, the Collateral Manager, the Trustee, the Collateral Administrator or the Administrator is providing you with any legal, business, tax or other advice in this Offering Circular. You should consult with your own advisors as needed to assist you in making an investment decision and to advise you as to whether you are legally permitted to purchase the Notes.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, AND NONE OF THE FOREGOING AUTHORITIES HAS CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Notes are subject to restrictions on resale and transfer as described under "*Plan of Distribution*" and "*Transfer Restrictions*". By purchasing any Notes, you will be deemed to have made certain acknowledgments, representations and agreements as described in "*Transfer Restrictions*". You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EFFECTIVE FROM THE DATE OF COMMENCEMENT OF DISCUSSIONS, RECIPIENTS, AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF THE RECIPIENTS, MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. TAX TREATMENT AND TAX STRUCTURE OF THE OFFERING AND ALL MATERIALS OF ANY KIND, INCLUDING OPINIONS OR OTHER TAX ANALYSES, THAT ARE PROVIDED TO THE RECIPIENTS RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. THIS AUTHORIZATION TO DISCLOSE THE U.S. TAX TREATMENT AND TAX STRUCTURE DOES NOT PERMIT DISCLOSURE OF INFORMATION IDENTIFYING A CO-ISSUER, THE PLACEMENT AGENT, THE COLLATERAL MANAGER OR ANY OTHER PARTY TO THE TRANSACTION, THIS OFFERING OR THE PRICING (EXCEPT TO THE EXTENT SUCH INFORMATION IS RELEVANT TO U.S. TAX STRUCTURE OR TAX TREATMENT) OF THIS OFFERING.

Neither of the Co-Issuers nor the pool of Assets has been registered under the Investment Company Act. Each purchaser of a Note will represent and agree, or be deemed to have represented and agreed, that the purchaser is acquiring the Note for its own account or for one or more accounts as to each of which the purchaser exercises sole investment discretion and in a Minimum Denomination, in each case, for the purchaser and each such account. Each U.S. Person purchasing a Note in reliance on Rule 144A under the Securities Act and each such account will represent and agree, or be deemed to have represented and agreed, that it is a Qualified Purchaser as defined in and for purposes of the Investment Company Act or an entity owned exclusively by Qualified Purchasers. See "*Transfer Restrictions*".

You must comply with all laws that apply to you in any place where you buy, offer or sell any Notes or possess this Offering Circular. You must also obtain any consents or approvals that you need in order to purchase any Notes. None of the Co-Issuers, the Placement Agent, the Collateral Manager or any other party to the transactions contemplated by this Offering Circular is responsible for your compliance with these legal requirements.

You are hereby notified that a seller of the Notes may rely on an exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A or by Section 4(a)(2) of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering.

THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, (I) ANY SECURITIES OTHER THAN THE NOTES OR (II) ANY NOTES IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THE DISTRIBUTION OF THIS OFFERING CIRCULAR AND THE OFFER OR SALE OF THE NOTES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS OFFERING CIRCULAR OR ANY OF THE NOTES COME ARE REQUIRED BY THE CO-ISSUERS AND THE PLACEMENT AGENT TO INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS.

EACH PROSPECTIVE PURCHASER OF ANY OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY 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 BY IT FOR THE PURCHASE, OFFER OR SALE BY IT OF THE NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE CO-ISSUERS, THE PLACEMENT AGENT, THE COLLATERAL MANAGER OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY RESPONSIBILITY THEREFOR.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS

No invitation, whether directly or indirectly, may be made to the public in the Cayman Islands to subscribe for the Notes unless the Issuer is listed on the Cayman Islands Stock Exchange.

NOTICE TO FLORIDA RESIDENTS

THE NOTES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 517.061 OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT AND HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ALL FLORIDA RESIDENTS WHO ARE NOT INSTITUTIONAL INVESTORS DESCRIBED IN SECTION 517.061(7) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT HAVE THE RIGHT TO VOID THEIR PURCHASE OF THE NOTES, WITHOUT PENALTY, WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION.

NOTICE TO GEORGIA RESIDENTS

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE NOTES MUST NOT BE OFFERED OR SOLD AND THIS OFFERING CIRCULAR AND ANY OTHER DOCUMENT IN CONNECTION WITH THE OFFERING AND ISSUANCE OF THE NOTES MUST NOT BE COMMUNICATED OR CAUSED TO BE COMMUNICATED IN THE UNITED KINGDOM EXCEPT TO PERSONS WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS UNDER ARTICLE 19 (INVESTMENT PROFESSIONALS) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, (AS AMENDED) (THE "**ORDER**") OR ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A)-(D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER OR WHO OTHERWISE FALL WITHIN AN EXEMPTION SET FORTH IN SUCH ORDER SUCH THAT SECTION 21(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) ("**FSMA**") DOES NOT APPLY TO THE CO-ISSUERS OR ARE PERSONS TO WHOM THIS OFFERING CIRCULAR OR ANY OTHER SUCH DOCUMENT MAY OTHERWISE LAWFULLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS OFFERING CIRCULAR RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

NEITHER THIS OFFERING CIRCULAR NOR THE NOTES ARE OR WILL BE AVAILABLE TO PERSONS WHO ARE NOT RELEVANT PERSONS AND THIS OFFERING CIRCULAR MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. THE COMMUNICATION OF THIS OFFERING CIRCULAR TO ANY PERSON IN THE UNITED KINGDOM WHO IS NOT A RELEVANT PERSON IS UNAUTHORIZED AND MAY CONTRAVENE THE FSMA.

THE PLACEMENT AGENT HAS REPRESENTED AND AGREED THAT: (A) 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 CO-ISSUERS; AND (B) IT HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FSMA WITH RESPECT TO ANYTHING DONE BY IT IN RELATION TO THE NOTES IN, FROM OR OTHERWISE INVOLVING THE UNITED KINGDOM.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Placement Agent has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes to the public which are the subject of this Offering Circular other than:

- to any legal entity that is a "qualified investor" as defined in the Prospectus Directive;

- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal Persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or

- in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Notes shall require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or a supplemental prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

This Offering Circular does not constitute a prospectus for the purpose of the Prospectus Directive.

NOTICE TO RESIDENTS OF JAPAN

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948), AS AMENDED, (THE "FINANCIAL INSTRUMENTS AND EXCHANGE LAW") AND MAY NOT BE OFFERED OR SOLD IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN (WHICH TERM AS USED IN THIS SENTENCE MEANS ANY PERSON RESIDENT OF JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANIZED UNDER THE LAWS OF JAPAN) OR TO OTHERS FOR REOFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW AND ANY OTHER APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL GUIDELINES OF JAPAN.

STABILIZATION

In connection with the issuance of the Notes, the Placement Agent (in such capacity, the "**Stabilizing Manager**") (or persons acting on behalf of the Stabilizing Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Closing Date and 60 days after the date of the allotment of the Notes. Any stabilization action or over-allotment will be conducted by the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) in accordance with all applicable laws and rules.

U.S. CREDIT RISK RETENTION REQUIREMENTS

PURSUANT TO THE U.S. RISK RETENTION RULES, THE SPONSOR IS REQUIRED TO DISCLOSE OR CAUSE TO BE DISCLOSED TO INVESTORS THE PERCENTAGE THAT THE SPONSOR IS REQUIRED TO ACQUIRE AS A VERTICAL INTEREST, A HORIZONTAL INTEREST OR A COMBINATION THEREOF DESCRIBED UNDER "*CREDIT RISK RETENTION*." IN ADOPTING THE U.S. RISK RETENTION RULES, THE RELEVANT REGULATORY AUTHORITIES INDICATED THAT THE PURPOSE OF THE FOREGOING DISCLOSURES IS TO ALLOW INVESTORS TO ANALYZE THE AMOUNT OF THE SPONSOR'S ECONOMIC INTEREST ("SKIN IN THE GAME") IN THE TRANSACTIONS DESCRIBED HEREIN. AS SUCH, THE DISCLOSURES SET FORTH HEREIN SHOULD NOT BE USED FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO ANY OF THE NOTES.

None of the Placement Agent, the Trustee, the Collateral Administrator, the Administrator or any of their respective affiliates or any other Person makes any representation, warranty or guarantee, and no such Person shall have any liability to any recipient of this Offering Circular or any other Person with respect to the sufficiency of information provided herein or actions described herein to satisfy or otherwise comply with the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements. Each recipient of this Offering Circular, to the extent it considers the U.S. Risk Retention Rules to be relevant to its decision to invest, should independently assess and determine the sufficiency, for the purposes of complying with the U.S. Risk Retention Rules, of the information set forth in this Offering Circular, and should consult with its own legal, accounting and other advisors or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and with respect to any other related requirements of which it is uncertain.

FORWARD-LOOKING STATEMENTS

THIS OFFERING CIRCULAR CONTAINS FORWARD-LOOKING STATEMENTS, WHICH CAN BE IDENTIFIED BY WORDS LIKE "ANTICIPATE," "BELIEVE," "PLAN," "HOPE," "GOAL," "INITIATIVE," "EXPECT," "CONTINUE," "FUTURE," "INTEND," "MAY," 'WILL," "COULD" AND "SHOULD" OR THE NEGATIVES THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. ANY SUCH STATEMENTS, WHICH INCLUDE THE AMOUNT OF THE ESTIMATED FAIR VALUE OF THE NOTES AND THE RETAINED INTEREST, THE AMOUNT OF THE RETAINED INTEREST THAT THE RETENTION HOLDERS EXPECT TO RETAIN ON THE CLOSING DATE, THE ASSUMED INTEREST RATES AND DISCOUNT YIELDS ON THE NOTES, AND CERTAIN INFORMATION APPEARING UNDER THE HEADINGS "*RISK FACTORS*" (INCLUDING, WITHOUT LIMITATION, "*RISK FACTORS—RELATING TO THE NOTES—ESTIMATED FAIR VALUES" AND "RISK FACTORS—RELATING TO THE NOTES—ESTIMATES OF FAIR VALUE OF THE NOTES INVOLVE A SIGNIFICANT DEGREE OF SUBJECTIVE JUDGMENT AND, AS A RESULT, ARE INHERENTLY UNCERTAIN*") AND "*THE COLLATERAL MANAGER—THE RETENTION HOLDERS AND U.S. RISK RETENTION REQUIREMENTS—FAIR VALUE OF RETAINED INTEREST*" (INCLUDING THE CHARACTERISTICS OF THE ASSETS AS OF THE CALCULATION DATE, ASSUMED DEFAULT RATES, ASSUMED RECOVERY RATES, ASSUMED PREPAYMENT RATES, THE

ASSUMED ABILITY TO REINVEST, THE NATURE OF SUCH ASSUMED REINVESTMENTS AND DECISIONS THAT SUBORDINATED NOTEHOLDERS MAY MAKE REGARDING FUTURE OPTIONAL REDEMPTIONS) BELOW, INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED, EXPECTED, INTENDED, ASSUMED AND/OR DESCRIBED HEREIN. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, CHANGES IN POLITICAL AND ECONOMIC CONDITIONS, MARKET CONDITIONS, CHANGES IN INTEREST RATES, CURRENCY EXCHANGE RATE FLUCTUATIONS, MARKET, FINANCIAL OR LEGAL UNCERTAINTIES, DIFFERENCES IN THE ACTUAL ALLOCATION OF THE COLLATERAL OBLIGATIONS AMONG ASSET CATEGORIES FROM THOSE ASSUMED, THE TIMING AND PRICING OF ACQUISITIONS AND DISPOSITIONS AND THE AVAILABILITY OF THE COLLATERAL OBLIGATIONS, THE TIMING, FREQUENCY AND SEVERITY OF DEFAULTS ON THE COLLATERAL OBLIGATIONS AND RECOVERIES THEREON, MISMATCHES BETWEEN THE TIMING OF ACCRUAL AND RECEIPT OF INTEREST PROCEEDS AND PRINCIPAL PROCEEDS FROM THE COLLATERAL OBLIGATIONS (PARTICULARLY DURING THE INITIAL INVESTMENT PERIOD), THE EFFECTIVENESS OF ANY HEDGE AGREEMENT AND THE PERFORMANCE OF ANY HEDGE COUNTERPARTY, THE POTENTIAL IMPACT OF ANY CURRENT, PENDING OR FUTURE APPLICABLE LAWS (INCLUDING THE DODD-FRANK ACT AND/OR ACCOUNTING STANDARDS (INCLUDING ANY CHANGES TO OR IN THE INTERPRETATION OF SUCH APPLICABLE LAWS AND/OR ACCOUNTING STANDARDS) AND REGULATORY INITIATIVES IMPACTING BANKS, OTHER FINANCIAL INSTITUTIONS, ASSET MANAGERS, SECURITIZERS OF ASSETS AND PRIVATE FUNDS (INCLUDING HEIGHTENED CAPITAL REQUIREMENTS AND LIQUIDITY RESERVES, REGULATION OF SWAPS, SWAP DEALERS AND OTHER MARKET PARTICIPANTS AND RULES RELATED TO SECURITIZATIONS), CHANGES IN FISCAL OR MONETARY POLICIES AND FLUCTUATIONS, CHANGES IN MARKET PRACTICES, AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE CO-ISSUERS, THE TRUSTEE, THE PLACEMENT AGENT, THE COLLATERAL MANAGER, THE RETENTION HOLDERS, THE COLLATERAL ADMINISTRATOR OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON. OTHER INFORMATION HEREIN, INCLUDING ANY ESTIMATED, TARGETED OR ASSUMED INFORMATION, ALSO MAY CONSTITUTE OR CONTAIN FORWARD-LOOKING STATEMENTS. YOU SHOULD NOT PLACE UNDUE RELIANCE ON FORWARD-LOOKING STATEMENTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE INCLUSION OF FORWARD-LOOKING STATEMENTS HEREIN SHOULD NOT BE REGARDED AS A REPRESENTATION BY ANY OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON OF THE RESULTS THAT WILL ACTUALLY BE ACHIEVED. SUCH FORWARD-LOOKING STATEMENTS ARE BASED UPON CERTAIN INPUTS AND/OR ASSUMPTIONS ABOUT FUTURE EVENTS AND CONDITIONS, ARE INTENDED ONLY TO ILLUSTRATE HYPOTHETICAL RESULTS USING THOSE INPUTS AND ASSUMPTIONS (NOT ALL OF WHICH ARE SPECIFIED HEREIN OR CAN BE ASCERTAINED AS OF THE DATE HEREOF). SUCH FORWARD-LOOKING STATEMENTS DO NOT PRESENT ALL POSSIBLE OUTCOMES OR DESCRIBE ALL FACTORS THAT MAY AFFECT THE VALUE OF ANY APPLICABLE INVESTMENT. ACTUAL EVENTS OR CONDITIONS ARE UNLIKELY TO BE CONSISTENT WITH, AND MAY DIFFER SIGNIFICANTLY FROM, THOSE ASSUMED. ACCORDINGLY, ACTUAL RESULTS MAY VARY AND THE VARIATIONS MAY BE SUBSTANTIAL. EXCEPT TO THE EXTENT SET FORTH UNDER "*CREDIT RISK RETENTION—POST-CLOSING UPDATE*", NONE OF THE FOREGOING PERSONS HAS ANY OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY REVISION TO REFLECT CHANGES IN ANY CIRCUMSTANCES ARISING AFTER THE DATE HEREOF RELATING TO ANY ASSUMPTIONS OR OTHERWISE.

CERTAIN DEFINITIONS AND RELATED MATTERS

Unless otherwise indicated, (i) references in this Offering Circular to "**U.S. Dollars**", "**Dollars**", "**$**" and "**U.S.$**" will be to United States dollars; (ii) references to the term "holder" or "Holder" will mean the person in whose name a security is registered; except where the context otherwise requires, holder will include the beneficial

owner of such security; and (iii) references to "**U.S.**" and "**United States**" will be to the United States of America, its territories and its possessions.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

SUMMARIES OF DOCUMENTS

This Offering Circular summarizes certain provisions of the Notes, the Indenture, the Collateral Management Agreement and other transaction documents. The summaries do not purport to be complete and (whether or not so stated in this Offering Circular) are subject to, are qualified in their entirety by reference to, and incorporate by reference, the provisions of the actual documents (including definitions of terms). Copies of the above documents are available on request from the Issuer. However, no documents incorporated by reference are part of this Offering Circular for purposes of the admission of the Notes to trading on the Global Exchange Market of the Irish Stock Exchange.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with sales of the Notes, the Co-Issuers (or, in the case of the Class E Notes and the Subordinated Notes, the Issuer) under the Indenture referred to under "*Description of the Notes*" will be required to furnish upon request of a holder of Notes, to such holder and a prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) if at the time of the request the Co-Issuers are not reporting companies under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. Such information may be obtained directly from the Issuer at the address set forth on the final page of this Offering Circular.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular (the "**Offering Circular**") and related documents referred to herein. An index of defined terms appears at the back of this Offering Circular.

Principal Terms of the Notes

Designation	Class X Notes[1]	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Subordinated Notes
Type	Amortizing Senior Secured Floating Rate	Senior Secured Floating Rate	Senior Secured Floating Rate	Secured Deferrable Floating Rate	Secured Deferrable Floating Rate	Secured Deferrable Floating Rate	Subordinated
Issuer(s)	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Issuer	Issuer
Initial Principal Amount (U.S.$)	$2,000,000	$281,000,000	$61,000,000	$29,000,000	$25,000,000	$18,000,000	$40,700,000
Expected S&P Rating	AAA (sf)	AAA (sf)	AA(sf)	A(sf)	BBB (sf)	BB- (sf)	N/A
Expected Moody's Initial Rating	Aaa (sf)	Aaa (sf)	N/A	N/A	N/A	N/A	N/A
Interest Rate[2]	LIBOR[3] + 0.85%	LIBOR[3] + 1.25%	LIBOR[3] + 1.68%	LIBOR[3] + 2.10%	LIBOR[3] + 3.10%	LIBOR[3] + 6.50%	N/A
Interest Deferrable	No	No	No	Yes	Yes	Yes	N/A
Stated Maturity	Payment Date in November, 2030	Payment Date in November, 2030	Payment Date in November, 2030	Payment Date in November, 2030	Payment Date in November, 2030	Payment Date in November, 2030	Payment Date in November, 2030
Minimum Denominations (U.S.$) (Integral Multiples)	$100,000 ($1.00)	$100,000 ($1.00)	$100,000 ($1.00)	$100,000 ($1.00)	$100,000 ($1.00)	$100,000 ($1.00)	$100,000 ($1.00)
Ranking:							
Priority Class(es)	None	None	X, A	X, A, B	X, A, B, C	X, A, B, C, D	X, A, B, C, D, E
Pari Passu Class(es)	A[1]	X[1]	None	None	None	None	None
Junior Class(es)	B, C, D, E, Subordinated	B, C, D, E, Subordinated	C, D, E, Subordinated	D, E, Subordinated	E, Subordinated	Subordinated	None

[1] Each of (i) the payments of principal of the Class X Notes and (ii) the payments of interest on the Class X Notes shall be *pari passu* with payments of interest on the Class A Notes.

[2] LIBOR is calculated as set forth under "*Description of the Notes—Interest on the Secured Notes*" and the definition of LIBOR. The spread over LIBOR applicable to a Class of Secured Notes (other than the Class A Notes and the Class B Notes) may be reduced in connection with a Re-Pricing of such Class of Secured Notes subject to the conditions described under "*Description of the Notes—Re-Pricing*."

[3] LIBOR for the Secured Notes is subject to a minimum floor of 0.0%.

Issuer:	AMMC CLO 21, Limited, an exempted company incorporated with limited liability in the Cayman Islands.
Co-Issuer:	AMMC CLO 21, LLC, a Delaware limited liability company.
Collateral Manager:	American Money Management Corporation, a corporation organized under the laws of the State of Ohio.
Trustee:	Citibank, N.A.
Subordinated Note Issuing and Paying Agent:	Citibank, N.A.
Collateral Administrator:	Virtus Group, LP
Placement Agent:	RBC Capital Markets, LLC
Administrator:	MaplesFS Limited.
Retention Holders:	Each of (a) Great American Life Insurance Company, (b) Great American Insurance Company, (c) the Collateral Manager and (d) (i) in the case of a single Retention Holder, a "majority-owned affiliate" (as defined in the credit risk retention requirements of Section 941 of the Dodd Frank Wall Street Reform and Consumer Protection Act (the "**U.S. Risk Retention Rules**") of the Collateral Manager and (ii) in the case of multiple Retention Holders, one or more "majority-owned affiliates" (as defined in the U.S. Risk Retention Rules) of the Collateral Manager, each of which is a wholly-owned subsidiary of the Collateral Manager's ultimate parent, in each case, if such entity is holding all or part of the Retained Interest as the retention holder in accordance with the U.S. Risk Retention Rules, and any successor, assignee or transferee to the extent permitted under the U.S. Risk Retention Rules (each, in such capacity, a "**Retention Holder**"). As of the Closing Date, Great American Life Insurance Company and Great American Insurance Company, wholly-owned subsidiaries of the Collateral Manager's ultimate parent, are expected to be the Retention Holders.
Eligible Purchasers:	The Notes are being offered hereby (i) to non-U.S. persons in offshore transactions in reliance on Regulation S and (ii) in the United States to persons that are (A) Qualified Institutional Buyers and Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers), or (B) in the case of the Class E Notes and the Subordinated Notes only, either (x) Institutional Accredited Investors that are Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers) or (y) Accredited Investors that are Knowledgeable Employees (or entities owned exclusively by Knowledgeable Employees) with respect to the Issuer. See "*Description of the Notes—Form, denomination and registration of the Notes*" and "*Transfer Restrictions*."
Payments on the Notes:	
Payment Dates	The 2nd day of February, May, August and November of each year (or, if such day is not a Business Day, then the next

	succeeding Business Day), commencing in February 2018, except that the final Payment Date (subject to any earlier redemption or payment of the Notes) shall be November 2, 2030 (or, if such day is not a Business Day, then the next succeeding Business Day).
Stated Note Interest	Interest on the Secured Notes is payable quarterly in arrears on each Payment Date in accordance with the Priority of Payments described herein.
Deferral of Interest	So long as any more senior Class of Secured Notes is outstanding, to the extent interest is not paid on the Class C Notes, the Class D Notes or the Class E Notes on any Payment Date, such non-payment will not constitute an Event of Default under the Indenture and such amounts will be deferred and added to the principal balance of the applicable Class of Secured Notes and will bear interest at the Interest Rate applicable to such Class of Secured Notes, until the earliest of (i) the Payment Date on which funds are available to pay such Secured Note Deferred Interest in accordance with the Priority of Payments, (ii) the Redemption Date with respect to the applicable Class of Secured Notes and (iii) the Stated Maturity of the applicable Class of Secured Notes. Regardless of whether any more senior Class of Notes is outstanding, to the extent that funds are not available on any Payment Date (other than the Redemption Date with respect to, or Stated Maturity of, the applicable Class of Secured Notes) to pay previously accrued Secured Note Deferred Interest on the applicable Class of Secured Notes, such previously accrued Secured Note Deferred Interest will not be due and payable on such Payment Date and any failure to pay such Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture. See "*Description of the Notes—Interest*."
Distributions on Subordinated Notes	The Subordinated Notes will not bear a stated rate of interest but will be entitled to receive distributions on each Payment Date if and to the extent funds are available for such purpose. Such payments will be made on the Subordinated Notes only pursuant to the Priority of Payments. See *"—Priority of Payments*" and "*Description of the Notes—The Subordinated Notes—Distributions on the Subordinated Notes*." The Subordinated Note Issuing and Paying Agent will distribute any funds received by it for distribution to the Subordinated Noteholders on the date on which such funds are received, subject to certain conditions set forth in the Subordinated Note Issuing and Paying Agency Agreement.
Reinvestment Period:	The "**Reinvestment Period**" will be the period from and including the Closing Date to and including the earliest of (i) November 2, 2022, (ii) any date on which the maturity of any Class of Secured Notes is accelerated following an Event of Default pursuant to the Indenture and (iii) any date on which the Collateral Manager reasonably determines that it can no longer reinvest in additional Collateral Obligations in accordance with the Indenture or the Collateral Management Agreement; *provided* that, in the case of this clause (iii), the

Collateral Manager notifies the Issuer, the Trustee (who shall notify the holders of Notes), the Collateral Administrator and the Rating Agencies thereof at least five Business Days prior to such date. For the avoidance of doubt, the mere occurrence of an Event of Default, without an acceleration of the maturity of any Class of Secured Notes, will not cause the Reinvestment Period to terminate.

Once terminated, the Reinvestment Period may, in the case of a termination under clause (ii), be reinstated, with the consent of the Collateral Manager, by notice to the Issuer, the Trustee (who shall notify the holders of Notes) and the Collateral Administrator, if (a) the acceleration has been rescinded by a Majority of the Controlling Class in accordance with the Indenture and (b) no other events that would terminate the Reinvestment Period have occurred and are continuing. For so long as any Class of Notes rated by Moody's is outstanding, the Issuer or the Collateral Manager will provide Moody's with notice of any reinstatement of the Reinvestment Period and so long as any Class of Notes rated by S&P is Outstanding, the Issuer or the Collateral Manager will provide S&P with notice of any reinstatement of the Reinvestment Period, each as described in the preceding sentence.

Optional Redemption:

Non-Call Period ..... During the period from the Closing Date to but excluding the Payment Date in November 2019 (such period, the "**Non-Call Period**"), the Secured Notes and the Subordinated Notes are not subject to Optional Redemption, but are subject to Mandatory Redemption, Special Redemption and Tax Redemption. See "*Description of the Notes—Optional Redemption and Tax Redemption*."

Redemption in Whole After Non-Call Period ..... If directed in writing by a Majority of the Subordinated Notes, the Co-Issuers or the Issuer, as applicable, will, on any Business Day after the Non-Call Period, redeem the Secured Notes in whole (with respect to all Classes of Secured Notes) but not in part from Sale Proceeds and/or (upon the written proposal of the Collateral Manager or any Subordinated Noteholder that in each case is approved by a Majority of the Subordinated Notes not later than 15 days prior to the Business Day on which such redemption is to be made) Refinancing Interest Proceeds and Refinancing Proceeds by obtaining a loan or other form of financing or through the issuance of replacement securities, the terms of which in each case may be negotiated by the Collateral Manager on behalf of the Issuer, from one or more financial institutions or purchasers, subject to the restrictions described herein.

Upon any redemption in whole of the Secured Notes (but not in part), the Collateral Manager will (except to the extent Refinancing Proceeds and Refinancing Interest Proceeds exclusively will be applied to redeem the Secured Notes) direct the sale (and the manner thereof) of the Collateral Obligations and any Eligible Investments in order to make payments as

described under "*Description of the Notes—Optional Redemption and Tax Redemption*." No Refinancing shall be effective unless the related Refinancing Proceeds and Refinancing Interest Proceeds are applied (to the extent necessary) to repay the aggregate Redemption Prices of the Secured Notes subject to such Refinancing.

The Issuer may redeem the Subordinated Notes, in whole but not in part, on any Payment Date on or after the Optional Redemption or repayment of the Secured Notes in full, at the direction of the Collateral Manager or a Majority of the Subordinated Notes.

There are certain other restrictions on the ability of the Co-Issuers to effect an Optional Redemption. See "*Description of the Notes—Optional Redemption and Tax Redemption*."

Redemption in Part by Refinancing After Non-Call Period ..... In lieu of an Optional Redemption of the Secured Notes in whole in the manner provided above, the Co-Issuers or the Issuer, as applicable, will, on any Business Day after the Non-Call Period (upon the written proposal of the Collateral Manager or any Subordinated Noteholder that in each case is approved by a Majority of the Subordinated Notes not later than 15 days prior to the Business Day on which such redemption is to be made), redeem the Secured Notes in part by Class from Refinancing Proceeds and Refinancing Interest Proceeds, but not, for the avoidance of doubt, from Sales Proceeds, by obtaining a loan or other form of financing or through the issuance of replacement securities, the terms of which in each case may be negotiated by the Collateral Manager on behalf of the Issuer, from one or more financial institutions or purchasers, subject to the restrictions described herein. No such redemption shall be effective unless the related Refinancing Proceeds and Refinancing Interest Proceeds are applied (to the extent necessary) to repay the aggregate Redemption Prices of the Classes of Secured Notes subject to such Optional Redemption. Prior to effecting any Refinancing, the Issuer shall satisfy certain conditions. See "*Description of the Notes—Optional Redemption and Tax Redemption*."

Clean-Up Call Redemption:

Redemption After Non-Call Period ..... At the written direction of the Collateral Manager to the Issuer and the Trustee, with copies to the Rating Agencies, at least 20 Business Days prior to the proposed Redemption Date, the Notes will be subject to redemption by the Issuer, in whole but not in part (a "**Clean-Up Call Redemption**") on any Business Day after the Non-Call Period on which the Collateral Principal Amount is less than 20% of the Target Initial Par Amount; *provided* that the Notes will not be so redeemed if a Majority of the Subordinated Notes, upon written notice delivered to the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent and the Collateral Manager not less than 10 Business Days prior to the Redemption Date, objects to such Clean-Up Call Redemption. Any Clean-Up Call Redemption will be

	subject to the sale of the remaining Collateral Obligations and other Assets to the Collateral Manager or any other Person as set forth below.
Clean-Up Call Redemption Price.....	Any Clean-Up Call Redemption is subject to (i) the settlement of the sale of all of the Assets (other than the Eligible Investments referred to in clause (4) of this sentence) to the Collateral Manager or any other Person, on or prior to the fifth Business Day immediately preceding the related Redemption Date, for a purchase price in cash (the "**Clean-Up Call Redemption Price**") at least equal to the greater of (A) the sum of (1) the Aggregate Outstanding Amount of the Secured Notes, *plus* (2) accrued and unpaid interest thereon (including interest on any accrued and unpaid Secured Note Deferred Interest, in the case of the Class C Notes, Class D Notes and Class E Notes) to the date of such redemption, *plus* (3) the aggregate of all other amounts owing by the Co-Issuers on the date of such redemption that are payable in accordance with the Priority of Payments prior to distributions in respect of the Subordinated Notes (including all Management Fees and Administrative Expenses (without regard to the Administrative Expense Cap) of the Co-Issuers), *minus* (4) the balance of the Eligible Investments in the Collection Account and (B) the Market Value of all of such Assets, and (ii) the receipt by the Trustee from the Collateral Manager, prior to such purchase, of certification from the Collateral Manager that the sum so received satisfies clause (i). On the Redemption Date related to any Clean-Up Call Redemption, the Clean-Up Call Redemption Price will be distributed pursuant to the Priority of Payments. There are certain other restrictions on the ability of the Issuer to effect a Clean-Up Call Redemption. See "*Description of the Notes—Clean-Up Call Redemption*."
Additional Issuance	At any time during (but not after) the Reinvestment Period (other than in respect of an issuance which is a Refinancing/Re-Pricing Issuance, which may occur at any time after the Non-Call Period), at the direction of the Collateral Manager, the Co-Issuers (or the Issuer, as applicable) may issue and sell additional notes of any one or more Classes and/or additional notes of one or more new classes that are fully subordinated to the existing Secured Notes and use the net proceeds to purchase additional Collateral Obligations or for other purposes permitted under the Indenture if the conditions for such additional issuance described under "*Description of the Notes—The Indenture—Modification of Indenture*" and "*Description of the Notes—The Indenture—Additional Issuance*" are met.
Tax Redemption	The Notes shall be redeemed in whole but not in part at the written direction (delivered to the Trustee) of a Majority of the Subordinated Notes following (I) the occurrence and continuation of a Tax Event with respect to payments under one or more Collateral Obligations forming part of the Assets which results in a payment by, or charge or tax burden to, the Issuer that results or will result in the withholding of 5% or more of

scheduled distributions for any Collection Period or (II) the occurrence and continuation of a Tax Event resulting in a tax burden on the Issuer in an aggregate amount in any Collection Period in excess of U.S.$1,000,000.

Redemption Prices..... The Redemption Price of each Secured Note to be redeemed in an Optional Redemption, a Clean-Up Call Redemption or a Tax Redemption or to be purchased in connection with a Re-Pricing will be (a) 100% of the Aggregate Outstanding Amount of such Secured Note *plus* (b) accrued and unpaid interest thereon (including, if applicable, interest on any accrued and unpaid Secured Note Deferred Interest with respect to such Secured Note) to the Redemption Date or Re-Pricing Date, as applicable; *provided* that, in connection with any Tax Redemption, Optional Redemption or Clean-Up Call Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the holders of such Class of Secured Notes.

The Redemption Price for each Subordinated Note will be its proportional share (based on the outstanding principal amount of Subordinated Notes) of the amount of the proceeds of the Collateral Obligations, Eligible Investments and other distributable Assets remaining after giving effect to the Optional Redemption, Clean-Up Call Redemption or Tax Redemption, as applicable, of the Secured Notes in whole or after all of the Secured Notes have been repaid in full and all expenses of the Co-Issuers have been paid in full and/or a reserve for such expenses (including all Management Fees and Administrative Expenses) has been created.

Special Redemption:

Redemption during the Reinvestment Period..... The Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, in accordance with the priorities described in "*—Priority of Payments—Application of Principal Proceeds*" on any Payment Date occurring during the Reinvestment Period if the Collateral Manager notifies the Trustee that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would meet the criteria for reinvestment described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations (any such redemption, a "**Reinvestment Special Redemption**"). Any such notice shall be based upon the Collateral Manager having attempted, in accordance with the standard of care set forth in the Collateral Management Agreement, to identify additional Collateral Obligations as described above. See "*Description of the Notes—Special Redemption*."

Redemption after the Effective Date	After the Effective Date, the Co-Issuers or the Issuer, as applicable, in accordance with the priorities described in "*—Priority of Payments—Application of Interest Proceeds*" and in "*—Priority of Payments—Application of Principal Proceeds*," may redeem the Secured Notes in part if the Collateral Manager notifies the Trustee that a redemption is required in order to obtain from S&P (and for so long as any Notes rated by Moody's are outstanding, Moody's) its written confirmation (which may take the form of a press release or other written communication) of its initial rating(s) of the Secured Notes (any such redemption, a "**Ratings Special Redemption**," and, together with a Reinvestment Special Redemption, a "**Special Redemption**"). See "*Description of the Notes—Special Redemption*." The Co-Issuers, or the Issuer, as applicable, must satisfy certain other conditions to effect a Special Redemption. See "*Description of the Notes—Special Redemption*."
Special Redemption Amount	The amount payable in connection with a Special Redemption in respect of each Class of Secured Notes subject to such Special Redemption will be equal to the amount in the Collection Account representing (1) in the case of a Reinvestment Special Redemption, Principal Proceeds available in accordance with the Priority of Payments which the Collateral Manager has determined cannot be reinvested in additional appropriate Collateral Obligations as described above or (2) in the case of a Ratings Special Redemption, all Interest Proceeds and all Principal Proceeds available in accordance with the Priority of Payments. In the case of a Ratings Special Redemption, such amounts will be applied in accordance with the Note Payment Sequence in an amount sufficient to cause each Rating Agency to provide written confirmation (or deemed confirmation, as applicable) (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes. See "*Summary of Terms—Priority of Payments*" and "*Description of the Notes—Special Redemption*."
Re-Pricing:	As more fully described in the section "*Description of the Notes—Re-Pricing*," on the Payment Date on which the Non-Call Period ends or on any Business Day after the Non-Call Period, at the written direction of a Majority of the Subordinated Notes, the Issuer will reduce the spread over LIBOR applicable with respect to any Class or Classes of Secured Notes (other than the Class A Notes and the Class B Notes) to the spread specified in such direction, subject to certain conditions. No Re-Pricing of any such Re-Priced Class may occur unless the Notes of such Re-Priced Class held by Holders who do not consent to such Re-Pricing are sold by such Holders at the Redemption Price to other Holders that have consented to such Re-Pricing and/or to other transferees designated by or on behalf of the Co-Issuers.
Priority of Payments:	

Application of Interest Proceeds ..... On each Payment Date, unless an Enforcement Event has occurred and is continuing, Interest Proceeds on deposit in the Collection Account, to the extent received on or before the related Determination Date (or if such Determination Date is not a Business Day, the next succeeding Business Day) and that are transferred into the Payment Account as described under "*Security for the Secured Notes—The Collection Account and Payment Account*," shall be applied in the following order of priority:

(A) (1) *first*, to the payment of taxes and governmental fees (including annual return and registered office fees) owing by the Issuer or the Co-Issuer, (2) *second*, to the payment of the accrued and unpaid Administrative Expenses, in the priority stated in the definition thereof, up to the Administrative Expense Cap, and (3) *third*, if such Payment Date occurs prior to the Wind-down Date and the balance of all Eligible Investments and cash in the Expense Reserve Account on the related Determination Date is less than U.S.$50,000, for deposit to the Expense Reserve Account of an amount equal to such amount as will cause the balance of all Eligible Investments and cash in the Expense Reserve Account immediately after giving effect to such deposit to equal U.S.$50,000;

(B) to the payment of the Senior Collateral Management Fee (and any previously deferred Senior Collateral Management Fee) due and payable to the Collateral Manager;

(C) to the payment, *pro rata* based on amounts due and *pari passu*, of:

(i) the sum of (a) the sum of (1) the Class X Principal Amortization Amount for such Payment Date, if any, *plus* (2) any Unpaid Class X Principal Amortization Amount as of such Payment Date *plus* (b) accrued and unpaid interest on the Class X Notes; it being agreed and understood that any amount available to make the payments contemplated by this clause (C)(i) will be allocated and applied *pro rata* between the amounts payable pursuant to subclause (a) (as a payment of the principal of the Class X Notes) and subclause (b) (as a payment of interest on the Class X Notes); and

(ii) accrued and unpaid interest on the Class A Notes;

(D) to the payment of accrued and unpaid interest on the Class B Notes;

(E) if either of the Class A/B Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause the Class A/B Coverage

Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (E);

(F) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class C Notes;

(G) if either of the Class C Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (G);

(H) to the payment of any Secured Note Deferred Interest on the Class C Notes;

(I) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class D Notes;

(J) if either of the Class D Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (J);

(K) to the payment of any Secured Note Deferred Interest on the Class D Notes;

(L) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class E Notes;

(M) if the Class E Overcollateralization Ratio Test is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause the Class E Overcollateralization Ratio Test to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (M);

(N) to the payment of any Secured Note Deferred Interest on the Class E Notes;

(O) if such Payment Date is (i) the first Payment Date and the Effective Date has not yet occurred or (ii) the first Payment Date following the Effective Date (but only if the Effective Date Conditions have not been satisfied on

or prior to such Payment Date), in either case, amounts available for distribution pursuant to this clause (O) shall be deposited into the Collection Account as Interest Proceeds for distribution in accordance with the order and priority described under this "—Application of Interest Proceeds" on the following Payment Date;

(P) if, with respect to any Payment Date other than a Payment Date described in clause (O)(i) or (ii), the Effective Date Conditions have not been satisfied on or prior to such Payment Date, amounts available for distribution pursuant to this clause (P) shall be applied in accordance with the Note Payment Sequence on such Payment Date in an amount sufficient to cause the Effective Date Conditions to be satisfied;

(Q) during the Reinvestment Period, if the Interest Diversion Test is not satisfied on the related Determination Date, an amount equal to the Required Interest Diversion Amount to the Collection Account as Principal Proceeds for the purchase of additional Collateral Obligations;

(R) to the payment of the Subordinated Collateral Management Fee (and any previously deferred Subordinated Collateral Management Fee) due and payable to the Collateral Manager;

(S) to the payment of any Deferred Performance Collateral Management Fees that were not paid on the previous Payment Date;

(T) on each Performance Collateral Management Fee Payment Date, to pay the Subordinated Note Issuing and Paying Agent for distribution to the Holders of the Subordinated Notes until either the Annual Performance Test is satisfied or the Cumulative Performance Test is satisfied; *provided*, *however*, that the Collateral Manager may direct the Trustee not to apply all or any portion of the amount available under this clause (T) and clause (U) if the holders of the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12.0%, or the Collateral Manager may direct the Trustee not to apply the portion of the amount available for distribution under this clause (T) or clause (U) in excess of the amount required to be distributed to the holders of the Subordinated Notes to realize a Subordinated Notes Internal Rate of Return of 12.0%;

(U) on each Performance Collateral Management Fee Payment Date, to the payment of the Performance Collateral Management Fee with respect to such Payment Date;

(V) to the payment (in the same manner and order of priority stated therein) of any Administrative Expenses not paid pursuant to clause (A)(2) above due to the limitation contained therein;

(W) to pay the Subordinated Note Issuing and Paying Agent for distribution to the Holders of the Subordinated Notes on a *pro rata* basis until the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12.0%; and

(X) any remaining Interest Proceeds to be paid (x) 20% to the Collateral Manager as part of the Incentive Collateral Management Fee payable on such Payment Date and (y) 80% to the Subordinated Note Issuing and Paying Agent for distribution to the holders of the Subordinated Notes on a *pro rata* basis; *provided*, *however*, that on a Performance Collateral Management Fee Payment Date on which neither the Annual Performance Test nor the Cumulative Performance Test is satisfied prior to the distribution made under this clause (X), the 80% of the remaining amount to be distributed to the Subordinated Notes under this clause (X) shall be applied in the following priority: *first*, such amount shall be distributed to the Subordinated Note Issuing and Paying Agent for distribution to the Holders of the Subordinated Notes on a *pro rata* basis until either the Annual Performance Test or the Cumulative Performance Test has been satisfied, and then *second*, such amount shall be applied to the payment of the Performance Collateral Management Fee with respect to such Payment Date, and then *third*, the remaining amount shall be distributed to the Subordinated Note Issuing and Paying Agent for distribution to the holders of the Subordinated Notes on a *pro rata* basis.

Application of Principal Proceeds ..... On each Payment Date, unless an Enforcement Event has occurred and is continuing, Principal Proceeds on deposit in the Collection Account that are received on or before the related Determination Date and that are transferred to the Payment Account as described under "*Security for the Secured Notes—The Collection Account and Payment Account*" (which will not include (i) amounts required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are deposited in the Revolver Funding Account or (ii) during the Reinvestment Period Interest Proceeds transferred to the Collection Account as Principal Proceeds pursuant to clause (Q) of "—Application of Interest Proceeds" and Principal Proceeds (and, after the Reinvestment Period, Eligible Post-Reinvestment Proceeds) that in each case have previously been reinvested in Collateral Obligations or that the Collateral Manager intends to invest in Collateral Obligations during the next Interest Accrual Period in accordance with the Investment Criteria) shall be applied in the following order of priority:

(A) to pay the amounts referred to in clauses (A)(1), (A)(2) and (B) through (D) of "—Application of Interest Proceeds" (and in the same manner and order of priority stated therein), but only to the extent not paid in full thereunder;

(B) to pay the amounts referred to in clause (E) of "— Application of Interest Proceeds" but only to the extent any applicable Class A/B Coverage Test failure is not cured after giving effect to payments thereunder and to the extent necessary to cause the Class A/B Coverage Tests that are applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (B);

(C) to pay the amounts referred to in clause (F) of "— Application of Interest Proceeds" to the extent that (x) such amounts are not paid in full thereunder and (y) the Class C Notes are the Controlling Class;

(D) to pay the amounts referred to in clause (G) of "— Application of Interest Proceeds" but only to the extent any applicable Class C Coverage Test failure is not cured after giving effect to payments thereunder and to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (D);

(E) to pay the amounts referred to in clause (H) of "— Application of Interest Proceeds" to the extent not paid in full thereunder only to the extent that the Class C Notes are the Controlling Class;

(F) to pay the amounts referred to in clause (I) of "— Application of Interest Proceeds" to the extent that (x) such amounts are not paid in full thereunder and (y) the Class D Notes are the Controlling Class;

(G) to pay the amounts referred to in clause (J) of "— Application of Interest Proceeds" but only to the extent any applicable Class D Coverage Test failure is not cured after giving effect to payments thereunder and to the extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (G);

(H) to pay the amounts referred to in clause (K) of "— Application of Interest Proceeds" to the extent not paid in full thereunder only to the extent that the Class D Notes are the Controlling Class;

(I) to pay the amounts referred to in clause (L) of "— Application of Interest Proceeds" to the extent that (x) such amounts are not paid in full thereunder and (y) the Class E Notes are the Controlling Class;

(J) to pay the amounts referred to in clause (M) of "— Application of Interest Proceeds" but only to the extent

the Class E Overcollateralization Ratio Test failure is not cured after giving effect to payments thereunder and to the extent necessary to cause the Class E Overcollateralization Ratio Test to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (J);

(K) to pay the amounts referred to in clause (N) of "—Application of Interest Proceeds" to the extent not paid in full thereunder only to the extent that the Class E Notes are the Controlling Class;

(L) with respect to any Payment Date following the Effective Date, if after the application of Interest Proceeds pursuant to clause (P) of "—Application of Interest Proceeds" the Effective Date Conditions have not been satisfied on or prior to such Payment Date, amounts available for distribution pursuant to this clause (L) shall be applied in accordance with the Note Payment Sequence on such Payment Date in an amount sufficient to cause the Effective Date Conditions to be satisfied;

(M) (1) if such Payment Date is a Redemption Date (other than in respect of a Special Redemption or any Redemption Date in connection with a redemption of Secured Notes in part by Class from Refinancing Proceeds), to make payments in accordance with the Note Payment Sequence and (2) on any other Payment Date during the Reinvestment Period, to make payments in the amount, if any, of the Principal Proceeds that the Collateral Manager has determined cannot be reinvested in additional Collateral Obligations that are deemed appropriate by the Collateral Manager and meet the criteria for reinvestment described under "*Security for the Secured Notes—Sale of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*," in each case, in accordance with the Note Payment Sequence;

(N) during the Reinvestment Period, to the Collection Account as Principal Proceeds to invest in Eligible Investments (pending the purchase of additional Collateral Obligations) and/or to the purchase of additional Collateral Obligations in accordance with the Investment Criteria;

(O) after the Reinvestment Period, (x) in the case of Eligible Post-Reinvestment Proceeds, in the sole discretion of the Collateral Manager (with notice to the Trustee and the Collateral Administrator), to the Collection Account as Principal Proceeds to invest in Eligible Investments (pending the purchase of additional Collateral Obligations) and/or to the purchase of additional Collateral Obligations, in each case, so long as the Collateral Manager reasonably believes that the Issuer will be able to purchase the Collateral Obligations in

accordance with "Security for the Secured Notes—Sales of Collateral Obligations; Purchases of additional Collateral Obligations and Investment Criteria—Investment Criteria" and (y) in the case of Eligible Post-Reinvestment Proceeds that the Collateral Manager has elected not to reinvest pursuant to clause (x) above or Principal Proceeds not constituting Eligible Post-Reinvestment Proceeds, to make payments in accordance with the Note Payment Sequence;

(P) after the Reinvestment Period, to pay the amounts referred to in clause (R) of "—Application of Interest Proceeds" only to the extent not already paid;

(Q) after the Reinvestment Period, to pay the amounts referred to in clause (A) or clause (V) of "—Application of Interest Proceeds" only to the extent not already paid (in the same manner and order of priority stated therein);

(R) after the Reinvestment Period, to pay the amounts referred to in clause (S) or clause (U) of "—Application of Interest Proceeds" only to the extent not already paid (in the same manner and order of priority stated therein);

(S) to pay the Subordinated Note Issuing and Paying Agent for distribution to the Holders of the Subordinated Notes on a *pro rata* basis until the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12%; and

(T) any remaining proceeds to be paid (x) 20% to the Collateral Manager as part of the Incentive Collateral Management Fee payable on such Payment Date and (y) 80% to the Subordinated Note Issuing and Paying Agent for distribution to the Holders of the Subordinated Notes on a *pro rata* basis.

Refinancing Interim Priority of Payments..... On each Redemption Date that is not a Payment Date and that is in connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds, all Refinancing Proceeds (together with Refinancing Interest Proceeds available to pay the accrued interest portion of the Redemption Price and, to the extent necessary, any Refinancing expenses specified in clause (B) below) shall be applied in the following order of priority:

(A) to pay the Redemption Price of the applicable Class or Classes of Notes being refinanced, in the order of priority of such Class or Classes;

(B) to the extent such proceeds will be used to pay for expenses incurred in connection with such redemption of Secured Notes from Refinancing Proceeds (as determined by the Collateral Manager), to pay any such expenses; *provided* that all accrued and unpaid fees, costs and expenses of the Trustee and the Collateral Administrator

incurred in connection with such Refinancing will be paid pursuant to this clause (B); and

(C) any remaining proceeds from the redemption of Secured Notes from Refinancing Proceeds to be deposited in the Collection Account as Principal Proceeds (or in the case of any Designated Excess Par, to the Collection Account as Interest Proceeds).

Special Priority of Payments ..... Upon the occurrence of an Enforcement Event, Interest Proceeds and Principal Proceeds will be applied in accordance with the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*."

Note Payment Sequence..... The "**Note Payment Sequence**" shall be the application, in accordance with the Priority of Payments described above, of Interest Proceeds or Principal Proceeds, as applicable, in the following order:

(i) to the payment of principal of the Class X Notes and the Class A Notes (including any defaulted interest), *pro rata* based on their respective aggregate outstanding principal amounts, until the Class X Notes and the Class A Notes have been paid in full;

(ii) to the payment of principal of the Class B Notes (including any defaulted interest) until the Class B Notes have been paid in full;

(iii) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class C Notes until such amount has been paid in full;

(iv) to the payment of principal of the Class C Notes until the Class C Notes have been paid in full;

(v) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class D Notes until such amount has been paid in full;

(vi) to the payment of principal of the Class D Notes until the Class D Notes have been paid in full;

(vii) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class E Notes until such amount has been paid in full; and

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

Management Fees: The Collateral Manager will be entitled on each Payment Date to receive (i) a Senior Collateral Management Fee equal to 0.15% *per annum* of the Fee Basis Amount at the beginning of the Collection Period related to such Payment Date, (ii) a

	Subordinated Collateral Management Fee equal to 0.15% *per annum*, in each case, of the Fee Basis Amount at the beginning of the Collection Period related to such Payment Date and (iii) an Incentive Collateral Management Fee in an amount equal to 20% of any remaining Interest Proceeds pursuant to clause (X) of the Priority of Payments as described in "*—Priority of Payments—Application of Interest Proceeds*" above, 20% of any remaining Principal Proceeds pursuant to clause (T) of the Priority of Payments as described in "*—Priority of Payments—Application of Principal Proceeds*" and 20% of any remaining proceeds of the Assets pursuant to clause (T) of the Special Priority of Payments as described in "*Description of the Notes—Priority of Payments*," in each case, calculated as described under "*The Collateral Management Agreement—Compensation of Collateral Manager*" and subject to the limitations described under "*The Collateral Management Agreement*." The Collateral Manager will be entitled on each Performance Collateral Management Fee Payment Date to a Performance Collateral Management Fee determined by (a) calculating the amount of 0.05% *per annum* of the Fee Basis Amount for each of the Payment Dates which occurred subsequent to the immediately preceding Performance Collateral Management Fee Payment Date (or, in the case of the first Performance Collateral Management Fee Payment Date, each of the Payment Dates which occurred subsequent to the Closing Date) and 0.05% *per annum* of the Fee Basis Amount for such Performance Collateral Management Fee Payment Date, and (b) summing the amounts obtained in clause (a), as further described under "*The Collateral Management Agreement—Compensation of Collateral Manager*" and subject to the limitations described under "*The Collateral Management Agreement*."
Collateral Management Agreement:	Pursuant to the Collateral Management Agreement, and subject to the limitations of the Indenture, the Collateral Manager will manage the selection, acquisition, reinvestment and disposition of the Assets, including exercising rights and remedies associated with the Assets, disposing of the Assets and certain related functions.
Security for the Secured Notes:	
General	The Secured Notes will be secured by the Assets, which include the various accounts pledged under the Indenture. In purchasing and selling Collateral Obligations, the Issuer will generally be required to meet certain requirements imposed by the Concentration Limitations described under "*—Concentration Limitations*," the Collateral Quality Test described under "*—The Collateral Quality Test*," the Coverage Tests described under "*—Coverage Tests and Interest Diversion Test*" and various other criteria described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*." Substantially all of the Collateral Obligations will be rated below investment grade and

	accordingly will have greater credit and liquidity risk than investment grade corporate obligations. See "*Risk Factors—Relating to the Collateral Obligations—Below investment-grade Collateral Obligations involve particular risks*." A portion of the Collateral Obligations was acquired by the Issuer under the Warehouse Facility. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*" and "*Security for the Secured Notes—Collateral Obligations*." During the Reinvestment Period, pending investment in such Collateral Obligations, a portion of available Principal Proceeds will be invested in Eligible Investments. Each Collateral Obligation will be required to satisfy the criteria set forth in "*Security for the Secured Notes—Collateral Obligations*."
Purchase of Collateral Obligations; Effective Date:	The Issuer will use commercially reasonable efforts to purchase, on or before March 27, 2018, Collateral Obligations such that the Target Initial Par Condition is satisfied. See "*Use of Proceeds—Effective Date*."
Collateral Quality Test:	The "**Collateral Quality Test**" will be satisfied on any date of determination on and after the Effective Date if, in the aggregate, the Collateral Obligations owned (or in relation to a proposed purchase of a Collateral Obligation, proposed to be owned) by the Issuer satisfy each of the tests set forth below (or, after the Effective Date in certain circumstances as described herein, if a test is not satisfied on such date of determination, the degree of compliance with such test is maintained or improved after giving effect to any purchase or sale effected on such date of determination): (i) the Minimum Floating Spread Test; (ii) the Maximum Moody's Rating Factor Test; (iii) the Moody's Diversity Test; (iv) the Minimum Weighted Average Moody's Recovery Rate Test; (v) the S&P CDO Monitor Test; (vi) the Minimum Weighted Average S&P Recovery Rate Test; (vii) the Weighted Average Life Test; and (viii) the Minimum Weighted Average Coupon Test.
Concentration Limitations:	The "**Concentration Limitations**" will be satisfied on any date of determination on or after the Effective Date if, in the aggregate, the Collateral Obligations owned (or in relation to a proposed purchase of a Collateral Obligation, proposed to be

	owned) by the Issuer comply with all of the requirements set forth below (or in relation to a proposed purchase after the Effective Date in certain circumstances as described herein, if not in compliance, the relevant requirements must be maintained or improved after giving effect to the purchase):
Senior Secured Loans, Cash, Eligible Investments	(i) not less than 95.0% of the Collateral Principal Amount may consist of Senior Secured Loans, cash and Eligible Investments;
Second Lien Loans, First Lien Last Out Loans and Unsecured Loans	(ii) not more than 5.0% of the Collateral Principal Amount may consist, in the aggregate, of Second Lien Loans, First Lien Last Out Loans and Unsecured Loans;
Single Obligor	(iii) (a) not more than 1.5% of the Collateral Principal Amount may consist of obligations issued by a single obligor and its Affiliates, except that, without duplication, obligations (other than DIP Collateral Obligations) issued by up to five obligors and their respective Affiliates may each constitute up to 2.0% of the Collateral Principal Amount and (b) with respect to Collateral Obligations that are not Senior Secured Loans, not more than 1.0% of the Collateral Principal Amount may consist of obligations issued by a single obligor and its Affiliates;
Rating of "Caa1" or below	(iv) not more than 7.5% of the Collateral Principal Amount may consist of Collateral Obligations with a Moody's Rating of "Caa1" or below;
Rating of "CCC+" or below	(v) not more than 7.5% of the Collateral Principal Amount may consist of Collateral Obligations with an S&P Rating of "CCC+" or below;
Interest Paid Less Frequently than Quarterly	(vi) not more than 5.0% of the Collateral Principal Amount may consist of Collateral Obligations that pay interest less frequently than quarterly;
Current Pay Obligations	(vii) not more than 5.0% of the Collateral Principal Amount may consist of Current Pay Obligations;
DIP Collateral Obligations	(viii) not more than 7.5% of the Collateral Principal Amount may consist of DIP Collateral Obligations;
Delayed Drawdown/ Revolving Collateral Obligations	(ix) not more than 10.0% of the Collateral Principal Amount may consist, in the aggregate, of unfunded commitments under Delayed Drawdown Collateral Obligations and unfunded and funded commitments under Revolving Collateral Obligations;
Participation Interests	(x) not more than 10.0% of the Collateral Principal Amount may consist of Participation Interests;
Moody's Counterparty Criteria	(xi) the Moody's Counterparty Criteria are met;
Moody's Rating derived from	

an S&P Rating..... (xii) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations with a Moody's Rating or Moody's Default Probability Rating derived from an S&P Rating as provided in clauses (a)(i) or (ii) of the definition of the term "Moody's Derived Rating;"

S&P Rating derived from a Moody's Rating..... (xiii) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations with an S&P Rating derived from a Moody's Rating as set forth in clause (iii)(a) of the definition of the term "S&P Rating;"

Domicile of Obligor..... (xiv) (a) all of the Collateral Obligations must be issued by Non-Emerging Market Obligors and (b) no more than the percentage listed below of the Collateral Principal Amount may be issued by obligors Domiciled in the country or countries set forth opposite such percentage:

% Limit	**Country or Countries**
20.0%	All countries (in the aggregate) other than the United States;
15.0%	Canada;
10.0%	all countries (in the aggregate) other than the United States, Canada and the United Kingdom;
10.0%	any individual Group I Country other than Australia or New Zealand;
7.5%	all Group II Countries in the aggregate;
5.0%	any individual Group II Country;
5.0%	all Group III Countries in the aggregate;
5.0%	all Tax Jurisdictions in the aggregate;
3.0%	any individual country other than the United States, the United Kingdom, Canada, the Netherlands, any Group II Country or any Group III Country; and
0.0%	Spain, Portugal, Italy or Greece.

S&P Industry Classification..... (xv) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations that are issued by obligors that belong to any single S&P industry classification, except that (A) two S&P industry classifications (other than the single largest S&P industry classification) may represent up to 12.0% of the Collateral Principal Amount and (B) the largest S&P industry classification may represent up to 15.0% of the Collateral Principal Amount;

Cov-Lite Loans..... (xvi) not more than 50.0% of the Collateral Principal Amount may consist of Cov-Lite Loans;

Fixed Rate Obligations..... (xvii) not more than 5.0% of the Collateral Principal Amount may consist of Fixed Rate Obligations;

Deferrable Obligations	(xviii) not more than 0.0% of the Collateral Principal Amount may consist of Deferrable Obligations;
Bridge Loans	(xix) not more than 0.0% of the Collateral Principal Amount may consist of Bridge Loans;
Middle Market Loans	(xx) not more than 0.0% of the Collateral Principal Amount may consist of Middle Market Loans;
Medium Tranche Loans	(xxi) not more than 8.0% of the Collateral Principal Amount may consist of Medium Tranche Loans; and
Third Party Credit Exposure Limits	(xxii) the Third Party Credit Exposure Limits may not be exceeded.

Coverage Tests and Interest Diversion Test:

Neither (A) the Aggregate Outstanding Amount of the Class X Notes nor (B) the Class X Principal Amortization Amount (nor any Unpaid Class X Principal Amortization Amount) will be taken into account in determining any of the Coverage Tests or the Interest Diversion Test, as applicable, and, therefore, neither of such amounts will be taken into account in determining whether or not any of the Coverage Tests or the Interest Diversion Test (each of which are more fully described below) are satisfied at any time.

The Coverage Tests will be used primarily to determine whether principal and interest may be paid on the Secured Notes and distributions may be made on the Subordinated Notes or whether funds which would otherwise be used to pay interest on the Secured Notes other than the Class X Notes, the Class A Notes and the Class B Notes and to make distributions on the Subordinated Notes must instead be used to pay principal on one or more Classes of Secured Notes according to the priorities referred to in "*Summary of Terms—Priority of Payments*." The "**Coverage Tests**" will consist of the Overcollateralization Ratio Test and the Interest Coverage Test, each as applied to each specified Class or Classes of Secured Notes (other than the Class X Notes). In addition, the Interest Diversion Test, which is not a Coverage Test, will apply as described herein.

The "**Overcollateralization Ratio Test**" and "**Interest Coverage Test**" applicable to the indicated Class or Classes of Secured Notes will be satisfied as of any date of determination on which such Coverage Test is applicable, if (1) the applicable Overcollateralization Ratio or Interest Coverage Ratio, as the case may be, is at least equal to the applicable ratio indicated below or (2) such Class or Classes of Secured Notes is no longer outstanding.

Class	Required Overcollateralization Ratio
A/B	122.6%
C	113.8%
D	107.65%
E	103.7%

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

For the purpose of calculating the Coverage Tests, the Class A Notes and the Class B Notes will be treated as one Class for the Class A/B Overcollateralization Ratio Test and the Class A/B Interest Coverage Test.

If an applicable Coverage Test is not satisfied on any applicable Determination Date, the Issuer will be required to apply available amounts in the Payment Account on the related Payment Date to the repayment of principal of the Secured Notes in accordance with the Priority of Payments to the extent necessary to achieve compliance with such Coverage Test.

Measurement of the degree of compliance with the Coverage Tests will be required as of each Measurement Date occurring (i) in the case of the Overcollateralization Ratio Tests, on or after the Effective Date and (ii) in the case of the Interest Coverage Tests, on or after the Determination Date immediately preceding the second Payment Date. If the Coverage Tests are not satisfied on any such Measurement Date, the Issuer will be required to apply available amounts in the Payment Account on the related Payment Date to the repayment of principal of the Secured Notes in accordance with the Priority of Payments to the extent necessary to achieve compliance with such Coverage Tests.

The "**Interest Diversion Test**" is a test that is satisfied as of any Measurement Date during the Reinvestment Period on which the Class E Notes remain outstanding if the Overcollateralization Ratio with respect to the Class E Notes as of such Measurement Date is at least equal to 104.7%.

Other Information:

Listing, Trading and Form of Notes ..... Application has been made to the Irish Stock Exchange for the Notes (excluding the Class X Notes) to be admitted to the Official List and trading on its GEM. There can be no assurance that any such listing will be maintained. See "*Listing and General Information*." There is currently no market for any Class of Notes and there can be no assurance that such a market will develop. See "*Risk Factors—Relating to the Notes—The Notes will have limited liquidity and are subject to substantial transfer restrictions*."

The Notes sold to (i) persons who are Qualified Institutional Buyers and Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers) and (ii) non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act will, in each case, be represented by global notes or certificates in fully registered form without interest coupons to be deposited with a custodian for and registered in the name of Cede & Co., c/o The

	Depository Trust & Clearing Corporation, 55 Water Street, New York, NY 10041, telephone (212) 855-5471. The ERISA Restricted Notes that are sold to U.S. persons that are not Qualified Institutional Buyers and Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers) will, in each case, be issued in definitive, fully registered form without interest coupons.
Governing Law	The Notes, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement, and any matters arising out of or relating in any way whatsoever to any of the Notes, the Indenture or the Subordinated Note Issuing and Paying Agency Agreement (whether in contract, tort or otherwise), will be governed by the laws of the State of New York.
Tax Matters	See "*U.S. Federal Income Tax Considerations*" and "*Cayman Islands Income Tax Considerations*."
ERISA	See "*Certain ERISA and Related Considerations*."
Credit Risk Retention	The U.S. Risk Retention Rules require the "sponsor" of a "securitization transaction" to retain (either directly or through a "majority-owned affiliate") not less than 5% of the "credit risk" of "securitized assets" (as such terms are defined in the U.S. Risk Retention Rules). The "sponsor" may retain an "eligible vertical interest" or an "eligible horizontal residual interest" (as such terms are defined in the U.S. Risk Retention Rules), or any combination thereof. The U.S. Risk Retention Rules prohibit the "sponsor" or the "majority-owned affiliate," as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" that it is required to retain. To satisfy such requirements, it is expected that the Retention Holders will collectively purchase and retain an "L-shaped interest" consisting of a combination of an "eligible horizontal residual interest" and an "eligible vertical interest" for purposes of the U.S. Risk Retention Rules. To satisfy such requirement, the Retention Holders will collectively purchase at least 4.30% of the principal amount of each Class of Notes issued on the Closing Date and additional Subordinated Notes in an aggregate amount equal to at least 0.84% of the fair value of all Notes issued by the Issuer on the Closing Date. See "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements*."

RISK FACTORS

An investment in the Notes involves certain risks, including risks related to the assets securing the Secured Notes and risks relating to the structure of the Notes and related arrangements. There can be no assurance that the Issuer will not incur losses on the Collateral Obligations or that investors in the Notes will receive a return of any or all of their investment. You should carefully consider the following factors, in addition to the matters set forth elsewhere in this Offering Circular, prior to investing in the Notes.

General Economic Risks

General economic conditions may affect the ability of the Co-Issuers to make payments on the Notes

Significant risks may exist for the Issuer and investors in the Notes as a result of uncertain general economic conditions. These risks include, among others, (i) the possibility that, on or after the Closing Date, the prices at which Collateral Obligations can be sold by the Issuer will have deteriorated from their effective purchase price, (ii) the illiquidity of the Notes, as there may be no secondary trading in the Notes and (iii) the possibility of a decline in the market value of the Notes. These risks may affect the returns on the Notes to investors and the ability of investors to realize their investment in the Notes prior to the Stated Maturity, if at all. In addition, the primary market for a number of financial products including leveraged loans may be volatile, and the level of new issuances may be uncertain and may vary based on a number of factors, including general economic conditions. As well as reducing opportunities for the Issuer to purchase assets in the primary market, this may increase reinvestment or refinancing risk in respect of maturing Collateral Obligations. These additional risks may affect the returns on the Notes to investors and could cause a deterioration in loan performance generally. Limitations on the amount of available credit in the market may have an adverse impact on general economic conditions that affect the performance of the Assets. The slowdown in growth or commencement of a recession would be expected to have an adverse effect on the ability of businesses to repay or refinance their existing debt. Adverse macroeconomic conditions may adversely affect the rating, performance and the realization value of the Assets. It is possible that the Assets will experience higher default rates than anticipated and that performance will suffer.

In recent years, some leading global financial institutions have been forced into mergers with other financial institutions, have been partially or fully nationalized or have become bankrupt or insolvent. The bankruptcy or insolvency of a major financial institution may have an adverse effect on the Issuer, particularly if such financial institution is the administrative agent of a leveraged loan or is a selling institution with respect to a participation. In addition, the bankruptcy, insolvency or financial distress of one or more additional financial institutions, or one or more sovereigns, may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Assets and the Notes.

The market value and performance of the Collateral Obligations and the Notes may be adversely impacted by current and future economic conditions, including perceptions of potential, current or future conditions, market trading imbalances or technical dislocation. To the extent that economic and business conditions fail to improve or deteriorate further, the levels of defaults and delinquencies are likely to increase and market values may decrease or not fully recover, which may adversely affect the amount of Sale Proceeds that could be obtained upon the sale of the Collateral Obligations and could adversely impact the ability of the Issuer to make payments on the Notes.

Changes in the legislative and regulatory environment may affect the ability of the Co-Issuers to make payments on the Notes and result in enhanced scrutiny of the private investment fund industry

The Issuer and the Notes are subject to regulation by laws at the U.S. federal, state and local levels. These laws and regulations, as well as their interpretation, may change from time to time, and new laws, regulations and interpretations may also come into effect. Any such new or changed laws or regulations could have a material adverse effect on the Issuer. In particular, the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), which was signed into law on July 21, 2010, and imposes a new regulatory framework over the U.S. financial services industry and the consumer credit markets in general, and proposed regulations by the United States Securities and Exchange Commission (the "**SEC**") and other federal regulatory agencies have significantly altered, and may continue to significantly alter, the manner in which asset-backed securities, including securities similar to the Notes, are issued and structured and increase the reporting obligations of the issuers of such securities. Given the broad scope and sweeping nature of these changes, the full potential

impact of these actions on the Issuer, any of the Notes or any holders of the Notes is unknown, and no assurance can be made that the impact of such changes would not have a material adverse effect on the prospects of the Issuer or the value or marketability of the Notes. In particular, the costs of compliance with such rules and regulations could have a material adverse effect on the Issuer and the holders of the Notes. Among other things, if the Issuer was unable to comply with such rules and regulations (because of excessive cost, unavailability of information or otherwise), an Event of Default could result. Liquidation of the Assets as a result of an Event of Default or otherwise could have a material adverse effect on the holders of Notes. In addition, it is uncertain whether the current administration will enact further changes to the Dodd-Frank Act.

Section 619 of the Dodd-Frank Act added a provision, commonly referred to as the "**Volcker Rule**," to federal banking laws to generally prohibit various banking entities from engaging in proprietary trading or acquiring or retaining an ownership interest in, sponsoring or having certain relationships with a "covered fund" (defined in final regulations adopted on December 10, 2013 (the "**Final Volcker Regulations**"), as, among other things, any entity relying on Section 3(c)(1) or Section 3(c)(7) of the 1940 Act to be exempt from registration under the Investment Company Act), subject to certain exclusions. The Volcker Rule also provides for certain supervised nonbank financial companies that engage in such activities or have such ownership interests in covered funds or relationships to be subject to additional capital requirements, quantitative limits or other restrictions. It is intended that the Issuer will not be treated as a "covered fund" under the Final Volcker Regulations. The Issuer intends to qualify for the "loan securitization" exclusion from the definition of "covered fund" provided for in the Final Volcker Regulations. There can be no assurance that the Issuer will so qualify as a "loan securitization" throughout the life of the Notes or that the Final Volcker Regulations will not be further revised in the future. If the Issuer does not qualify for the "loan securitization" exclusion and is deemed to be a "covered fund" under the Final Volcker Regulations, there would be limitations on the ability of banking entities to purchase or retain any Class of Notes that are deemed to be ownership interests in the Issuer, which would be expected to include the then-Controlling Class of Notes and the Subordinated Notes, but could also potentially include other Classes of Notes. Depending on market conditions, this could significantly and negatively affect the liquidity and market value of the affected Classes. Moreover, the ability of the Placement Agent to make a market in the affected Classes would be subject to certain limitations, which could, if the Placement Agent otherwise had decided to make a market in such securities, further negatively affect liquidity and market value of the affected Classes. In addition, if the Issuer were determined to be a covered fund and the Placement Agent were determined to have sponsored or organized and offered the Issuer's Offering, the Placement Agent and its affiliates may not be permitted to engage in certain transactions with the Issuer, possibly including the sale of loans to the Issuer. This could negatively affect the Issuer and the Collateral Manager's ability to manage the portfolio.

The SEC had proposed changes to Regulation AB under the Securities Act which would have had the potential to impose new disclosure requirements on securities offerings pursuant to Rule 144A under the Securities Act or pursuant to other SEC regulatory exemptions from registration. Such rules, if adopted, could have restricted the use of this Offering Circular or required the publication of a new offering circular in connection with the issuance and sale of any additional Notes or any Refinancing. Although on August 27, 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals, the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future. No assurance can be made that the United States federal government, U.S. regulatory body or non-U.S. government or regulatory body will not continue to take further legislative or regulatory action in response to the economic crisis or otherwise, and the effect of such actions, if any, cannot be known or predicted.

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, some of which have been adopted as final rules while others remain pending. As the regulations are adopted and become effective, investments in asset-backed securities like the Notes by institutions subject to the risk-based capital regulations 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.

The Financial Accounting Standards Board has adopted changes to the accounting standards for structured products and continues to consider additional changes. These changes, or any future changes, may affect the

accounting for entities such as the Issuer, could under certain circumstances require an investor or its owner generally to consolidate the assets and liabilities of the Issuer in its consolidated financial statements and record third parties' investments in the Issuer as liabilities of that investor or owner or could otherwise adversely affect the manner in which the investor or its owner must report an investment in Notes for financial reporting purposes.

The Issuer is not entering into any hedge agreements (as defined below) on the Closing Date and does not anticipate entering into such agreements. Nevertheless, economic and market conditions could change, and the Issuer or the Collateral Manager could conclude that it would be in the interests of the Issuer to enter into hedge agreements to, for example, hedge interest rate risk. There have been recent developments, however, that may increase the cost of, or prevent the Issuer from, entering into such hedge agreements. Pursuant to the Dodd-Frank Act, the Commodity Futures Trading Commission ("**CFTC**") has promulgated a range of new regulatory requirements that may affect the pricing, terms and compliance costs associated with hedge agreements. Such requirements include (i) the requirement that certain swaps be centrally cleared and in some cases traded on a designated contract market or swap execution facility, (ii) initial and variation margin requirements of any central clearing organization (with respect to cleared swaps) or initial or variation requirements as may otherwise be required with respect to uncleared swaps and (iii) swap reporting and recordkeeping obligations, and other matters. If the Issuer were to enter into a hedge agreement, such new requirements could significantly increase the cost of such hedge agreement, have unforeseen legal consequences on the Issuer or the Collateral Manager or have other material adverse effects on the Issuer or the Noteholders.

In addition, the Dodd-Frank Act amended the Commodity Exchange Act to include "swaps" in the definition of "commodity interests" which, if traded by an entity, may cause that entity to fall within the definition of a "commodity pool" under the Commodity Exchange Act and the Collateral Manager to fall within the definition of a "commodity pool operator" ("**CPO**"). Based on recent CFTC interpretive guidance, the Issuer is not expected to be treated as a commodity pool. In the event that such guidance changes or the Issuer engages in one or more activities that might cause it to be treated as a commodity pool or the Collateral Manager to be treated as a CPO or "commodity trading adviser" ("**CTA**"), regulation of the Collateral Manager (or another transaction party) as a CPO and/or a CTA could cause the Collateral Manager to be subject to extensive registration and reporting requirements that would involve material costs to the Issuer. The scope of such requirements and related compliance costs are uncertain but could adversely affect the amount of funds available to make payments on the Notes. In addition, the operators of pooled investment vehicles that own Notes could also be subject to the jurisdiction of the CFTC and be required to register with the CFTC as CPOs if the Issuer is a commodity pool. As a result of these developments, the Co-Issuers and the Trustee shall not enter into any supplemental indenture that permits the Issuer to enter into a synthetic security or other hedge, swap or derivative transaction (each a "**hedge agreement**") without the consent of a Majority of the Controlling Class, a Majority of the Subordinated Notes and the Collateral Manager; *provided* that, before entering into any such hedge agreement, the following conditions must be satisfied: (a) the Co-Issuers obtain written advice of counsel (also addressed to the Trustee and the Collateral Administrator) that (w) entering into such hedge agreement would not cause the Issuer to constitute or to be deemed a "covered fund" under the Volcker Rule, (x) the Issuer upon entering into such hedge agreement would fall within the scope of the exclusion from commodity pool regulation set forth in CFTC Letter No. 12-45 (Interpretation and No-Action) dated December 7, 2012 issued by the Division of Swap Dealer and Intermediary Oversight of the Commodity Futures Trading Commission, or (y) the Issuer upon entering into such hedge agreement will not otherwise cause it to be considered a "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act, or (z) if the Issuer would be a "commodity pool," (I) the Collateral Manager, and no other party, would be the CPO and CTA thereof and (II) with respect to the Issuer as a "commodity pool," the Collateral Manager is either registered as, or eligible for an exemption from registration as, a CPO and a CTA and, in the latter case, all conditions precedent to obtaining such an exemption have been satisfied; (b) the Collateral Manager agrees in writing (or the supplemental indenture requires in a manner that is binding on the Collateral Manager) that for so long as the Issuer is a "commodity pool," the Collateral Manager will take all actions necessary to ensure its continuing registration or ongoing compliance with the applicable exemption from registration as a CPO and a CTA with respect to the Issuer, and will take any other actions required as a CPO and a CTA with respect to the Issuer; (c) the counterparty under such hedge agreement has a Moody's long-term credit rating of at least "Aa3" or both a Moody's long-term credit rating of at least "A2" and a Moody's short-term credit rating of at least "P-1" and not on watch for potential downgrade; (d) the Global Rating Agency Condition is satisfied; (e) a copy of such hedge agreement is sent to each of the Rating Agencies, for so long as any Notes rated by the applicable Rating Agency are outstanding, promptly after execution thereof; and (f) such hedge agreement is to be entered into for the purpose of reducing the interest rate risks and/or foreign exchange risks related to the

Collateral Obligations and the Notes (as reasonably determined by the Collateral Manager). Accordingly, there may be circumstances where it would otherwise be in the Issuer's interest to enter into a hedge agreement to hedge or mitigate certain economic risks, but it will not be able to do so, which could reduce amounts available to make payments on the Notes.

The U.S. Risk Retention Rules may affect future actions of the Issuer and negatively impact the leverage loan market

On October 21st and 22nd, 2014, six federal agencies (the Federal Deposit Insurance Corporation, the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Securities and Exchange Commission, the Department of Housing and Urban Development, and the Federal Housing Finance Agency) adopted joint final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**"). The U.S. Risk Retention Rules became effective with respect to CLO transactions on December 24, 2016. The U.S. Risk Retention Rules generally require the "sponsor" (as defined in the U.S. Risk Retention Rules) of a securitization transaction (or a "majority-owned affiliate" (as defined in the U.S. Risk Retention Rules) of the "sponsor") to retain not less than 5% of the credit risk of the assets collateralizing the CLO issuer's securities by retaining an "eligible vertical interest" or an "eligible horizontal residual interest" (each as defined in the U.S. Risk Retention Rules), or any combination thereof, and prohibit the "sponsor" or the "majority-owned affiliate", as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that it is required to retain. See "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements*."

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

The U.S. Risk Retention Rules may have a negative impact on secondary market liquidity for the Notes due to market expectations or uncertainty, the relative appeal of other investments not subject to the U.S. Risk Retention Rules, and other factors. It is possible that the U.S. Risk Retention Rules may reduce the number of collateral managers active in the market, which may result in fewer new issue CLOs and reduce the liquidity provided by CLOs to the leveraged loan market generally. A contraction or reduced liquidity in the loan market could reduce opportunities for the Collateral Manager to sell Collateral Obligations or to invest in Collateral Obligations when it believes it is in the Issuer's interest to do so, which in turn could negatively impact the return on the Collateral Obligations and reduce the market value or liquidity of the Notes. Any reduction in the volume and liquidity provided by CLOs to the leveraged loan market could also reduce opportunities to redeem or refinance the Notes in an Optional Redemption or Refinancing, and could negatively affect the ability of the obligors to obtain refinancing of their Collateral Obligations, which could result in an increase in Defaulted Obligations above historical levels. In addition, the ability to select a successor Collateral Manager, should one be needed at any time for this transaction, may be limited based both on uncertainty regarding who is the proper risk retainer in the event of a manager replacement and possibility of fewer collateral managers in the CLO market.

The statements contained in this Offering Circular regarding the U.S. Risk Retention Rules are based on publicly available information solely as of the date of this Offering Circular. The ultimate interpretation as to whether any action taken by an entity complies with the U.S. Risk Retention Rules will be a matter of interpretation by the applicable governmental authorities or regulators. No assurance can be given that the U.S. Risk Retention Rules will not change or be superseded by changes in law. There is no established line of authority, precedent or market practice that provides guidance with respect to compliance with the U.S. Risk Retention Rules in connection with any actions of the Issuer. Moreover, any applicable governmental authority or regulator could provide guidance or state views on compliance with the U.S. Risk Retention Rules that materially alter current interpretations or views with respect to the U.S. Risk Retention Rules. Any changes or further guidance may result in the Collateral Manager failing to comply (or failing to be able to comply) with the U.S. Risk Retention Rules and have a material adverse effect on the Issuer and the Notes. See "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements*" for additional description of the Retained Interest.

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

Collateral Obligation performance may not continue to improve

Negative economic trends nationally as well as in specific geographic areas of the United States could result in an increase in loan defaults and delinquencies. There is a material possibility that economic activity will be volatile or will slow, and some obligors may be significantly and negatively impacted by negative economic trends. A continuing decreased ability of obligors to obtain refinancing (particularly as high levels of required refinancings approach) may result in an economic decline that could delay an economic recovery and cause deterioration in loan performance generally and defaults of Collateral Obligations. There is no way to determine whether such trends in the credit markets will continue, improve or worsen in the future.

Illiquidity in the leveraged finance and fixed income markets may affect the holders of the Notes

The financial markets have experienced substantial fluctuations in prices for leveraged loans and high-yield debt securities and limited liquidity for such instruments. During periods of limited liquidity and higher price volatility, the Issuer's ability to acquire or dispose of Collateral Obligations at a price and time that the Issuer deems advantageous may be severely impaired. As a result, in periods of rising market prices, the Issuer may be unable to participate in price increases fully to the extent that it is unable to acquire desired positions quickly; and the Issuer's inability to dispose fully and promptly of positions in declining markets will cause its net asset value to decline as the value of unsold positions is marked to lower prices and may exacerbate losses suffered by the Issuer when Collateral Obligations are sold. Furthermore, significant additional liquidity-related risks for the Issuer and investors in the Notes exist. Those risks include, among others, (i) the possibility that, after the Closing Date, the prices at which Collateral Obligations can be sold by the Issuer will have deteriorated from their effective purchase price, (ii) the possibility that opportunities for the Issuer to sell its assets in the secondary market, including Credit Risk Obligations, Credit Improved Obligations and Defaulted Obligations, may be impaired, and (iii) increased illiquidity of the Notes because of reduced secondary trading in collateralized loan obligation securities. These additional risks may affect the returns on the Notes to investors or otherwise adversely affect holders of the Notes.

Regardless of current or future market conditions, certain Collateral Obligations purchased by the Issuer will have only a limited trading market or no trading market. The Issuer's investment in illiquid debt obligations may restrict its ability to dispose of investments in a timely fashion and for a fair price, as well as its ability to take advantage of market opportunities. Illiquid debt obligations may trade at a discount from comparable, more liquid investments.

In addition, adverse developments in the primary market for leveraged loans may reduce opportunities for the Issuer to purchase new issuances of Collateral Obligations. More particularly, the ability of private equity sponsors and leveraged loan arrangers to effectuate new leveraged buy-outs and the ability of the Issuer to purchase such assets may be partially or significantly limited. There has been a very recent increase in primary leveraged loan market activity, but there can be no assurance that such increase will persist or that activity in the primary leveraged loan market will not return to its previous levels or cease altogether for a period of time. The impact of the liquidity crisis on the global credit markets may adversely affect the management flexibility of the Collateral Manager in relation to the portfolio and, ultimately, the returns on the Notes to investors.

Euro zone risk could adversely affect the value of the Assets

Certain of the Collateral Obligations may be issued by obligors located in the European Union (the "**EU**") or otherwise affected by the strength of the euro. Since the global economic crisis, the deterioration of the sovereign debt of several European Union member states, together with the risk of contagion to other, more stable, countries, has continued to pose risks. This situation has also raised uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

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

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

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. Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues would likely have a destabilizing effect on all Euro zone countries and their economies and a negative effect on the global economy as a whole. Although all Collateral Obligations must be U.S. dollar denominated, the effect of such potential events on the obligors, Collateral Obligations, the Issuer or the Notes is impossible to predict.

The outcome of the United Kingdom's referendum on membership of the European Union, held on 23 June 2016, was that the United Kingdom public voted by a majority in favor of the UK government taking the necessary action for the United Kingdom to leave the European Union. On March 29, 2017, by the formal notice of the British Prime Minister, the United Kingdom triggered official exit negotiations with the European Union. Such negotiations will determine the terms of the United Kingdom's departure from, and of its new relationship with, the European Union. This could lead to a period of significant uncertainty in both domestic and global financial markets, which would likely be more severe if other countries also decide to withdraw from the European Union. This uncertainty could have a material adverse effect on the Issuer's ability to make payments on the Notes.

The United Kingdom's decision to leave the European Union has caused, and is anticipated to continue to cause, significant new uncertainties and instability in the financial markets, which may affect the risk profile of the Issuer. These uncertainties could have a material adverse effect on the Issuer's and obligor's business, financial condition, results of operations and prospects. Any impact on obligors could impair their ability to make payments due on the Collateral Obligations which would affect the Issuer's ability to make payments on the Notes. These uncertainties may also have a material adverse effect on the ability of investors in the United Kingdom and European Union to purchase and hold Notes, which may limit liquidity for other investors. In addition, it is unclear at this stage what the consequences of the United Kingdom's departure from the European Union will ultimately be for the Issuer, the Collateral Manager or any other transaction party.

Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes.

Relating to the Notes

The Notes will have limited liquidity and are subject to substantial transfer restrictions

Currently, no market exists for the Notes. Although the Placement Agent may from time to time make a market in certain Classes of the Notes, the Placement Agent is not under any obligation to make a market for any Class of the Notes, and following the commencement of any such market-making, may discontinue the same at any time without prior notice. 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 holders of the Notes with liquidity of investment, or will continue for the life of the Notes. Consequently, a purchaser of Notes must be prepared to hold the Notes for an indefinite period of time or until their Stated Maturity. The Notes will not be registered under the Securities Act or any state securities laws, and neither the Issuer nor the Co-Issuer has plans or is under any obligation, to register the Notes under the Securities Act. As a result, the Notes are subject to certain transfer restrictions and can only be transferred to certain transferees as described herein under "*Transfer Restrictions*." As described herein, the Issuer

may, in the future, impose additional restrictions to comply with changes in applicable law. Such restrictions on the transfer of the Notes may further limit their liquidity.

European risk retention rules may affect the liquidity of the Notes

Investors should be aware that, effective January 1, 2014, European Union Regulation 575/2013 (the "**CRR**") imposes on European Economic Area (the "**EEA**") credit institutions and investment firms investing in securitizations issued on or after January 1, 2011, or in securitizations issued prior to that date where new assets are added or substituted after December 31, 2014:

- a requirement (the "**Retention Requirement**") that the originator, sponsor or original lender of such securitization has explicitly disclosed that it will retain, on an ongoing basis, a material net economic interest which, in any event, shall not be less than 5%; and

- a requirement (the "**Due Diligence Requirement**") that the investing credit institution or investment firm has undertaken certain due diligence in respect of the securitization and the underlying exposures and has established procedures for monitoring them on an ongoing basis.

National regulators in EEA member states impose penalty risk weights on securitization investments in respect of which the Retention Requirement or the Due Diligence Requirement has not been satisfied in any material respect by reason of the negligence or omission of the investing credit institution or investment firm.

If the Retention Requirement or the Due Diligence Requirement is not satisfied in respect of a securitization investment held by a non-EEA subsidiary of an EEA credit institution or investment firm then an additional risk weight may be applied to such securitization investment when taken into account on a consolidated basis at the level of the EEA credit institution or investment firm.

Furthermore, requirements similar to the Retention Requirement and the Due Diligence Requirement (the "**Similar Requirements**"): (i) apply to investments in securitizations by funds managed by investment managers subject to European Union Directive 2011/61/EU; and (ii) subject to the adoption of certain secondary legislation, will apply to investments in securitizations by EEA insurance and reinsurance undertakings and by EEA undertakings for collective investment in transferable securities.

None of the Issuer, the Placement Agent, the Collateral Manager or their respective affiliates or any other person has committed or intends to retain a material net economic interest in the securitization constituted by the issuance of the Notes in accordance with the Retention Requirement or to take any other action which may be required by EEA-regulated investors for the purposes of their compliance with the Retention Requirement, the Due Diligence Requirement or the Similar Requirements. Consequently, the Notes are not a suitable investment for EEA credit institutions, investment firms or the other types of EEA regulated investors mentioned above. As a result, the price and liquidity of the Notes in the secondary market may be adversely affected. The European Union risk retention rules may change or be superseded by changes in law, interpretation or guidance or application of any law or regulation or changes in the regulatory capital treatment of the Notes which may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. EEA-regulated investors are encouraged to consult with their own investment and legal advisors regarding compliance with the Retention Requirement, the Due Diligence Requirement or Similar Requirements, as applicable, and the suitability of the Notes for investment.

U.S. Risk Retention

As noted above under "*Risk Factors—General Economic Risks—The U.S. Risk Retention Rules may affect future actions of the Issuer and negatively impact the leverage loan market*", the relevant portion of the U.S. Risk Retention Rules requires that the "sponsor" (which is defined as "a person who organizes and initiates a securitization transaction by selling or transferring assets") of a securitization transaction or its "majority-owned affiliate" (as defined in the U.S. Risk Retention Rules) acquire and retain for a period described below an eligible horizontal residual interest, an eligible vertical interest or a combination of the two that represents 5% of the credit risk associated with the securitization transaction.

In order to comply with Section 15G of the Exchange Act and the U.S. Risk Retention Rules thereunder, on the Closing Date, two majority-owned affiliates of the Collateral Manager (each of which is a wholly-owned subsidiary of the Collateral Manager's ultimate parent) are expected to purchase and retain an "L-shaped interest" consisting of a combination of an eligible horizontal residual interest and an eligible vertical interest. To satisfy such requirement, the Retention Holders will collectively purchase at least 4.30% of the principal amount of each Class of Notes issued on the Closing Date and additional Subordinated Notes in an aggregate amount equal to at least 0.84% of the fair value of all Notes issued by the Issuer on the Closing Date (such required minimum amount, the "**Retained Interest**") determined by the Collateral Manager in good faith using a fair value measurement framework under United States generally accepted accounting principles as in effect on the Closing Date ("**GAAP**") (as described under "*—Fair Value of Retained Interest*"). The Retained Interest is expected to constitute a combination of an eligible horizontal residual interest and an eligible vertical interest under the U.S. Risk Retention Rules (as in effect on the Closing Date) (collectively, the "**Credit Risk Retention Arrangements**"). On the Closing Date, the Retention Holders will collectively purchase and retain (a) U.S.$100,000.00 in aggregate principal amount of the Class X Notes, (b) U.S.$12,083,000.00 in aggregate principal amount of the Class A Notes, (c) U.S.$2,623,000.00 in aggregate principal amount of the Class B Notes, (d) U.S.$1,247,000.00 in aggregate principal amount of the Class C Notes, (e) U.S.$1,075,000.00 in aggregate principal amount of the Class D Notes, (f) U.S.$774,000.00 in aggregate principal amount of the Class E Notes and (g) U.S.$6,105,000.00 in aggregate principal amount of the Subordinated Notes. At the Closing Date, Great American Life Insurance Company ("**GALIC**") and Great American Insurance Company ("**GAIC**") will be the Retention Holders. Each of the Collateral Manager, GALIC and GAIC is a direct or indirect wholly-owned subsidiary of American Financial Group, Inc. Such majority-owned affiliates may acquire additional Secured Notes and/or Subordinated Notes on the Closing Date and, subject to the restrictions described herein, sell all or a portion of such Secured Notes and/or Subordinated Notes not constituting the Retained Interest. The terms of the Secured Notes, the Subordinated Notes and the Retained Interest are described in this Offering Circular.

In the case of a securitization such as this collateralized loan obligation transaction, the "**Risk Retention Period**" will commence on and include the Closing Date and will end on the date that is the latest of: (i) the date on which the total unpaid principal balance of the securitized assets that collateralize the securitization transaction has been reduced to 33% of the total unpaid principal balance of the securitized assets as of the closing of the securitization transaction; (ii) the date on which the total unpaid principal obligations under the asset-backed securities issued in the securitization transaction has been reduced to 33% of the total unpaid principal obligations of the asset-backed securities at closing of the securitization transaction; and (iii) two years after the closing date of the securitization transaction. The Retention Holders intend, on an on-going basis, during the Risk Retention Period, to hold the Retained Interest, *provided* that (a) the Retention Holders will be entitled to obtain financing to cover the cost of carrying the Retained Interest so long as such financing is on a full recourse basis and (b) there will be limits on the Retention Holders' ability to hedge its risks associated with the ownership of the Retained Interest; *provided further, however*, that the Retention Holders may transfer the Retained Interest if (i) the Retention Holders transfers the Retained Interest to (x) in the case of a single Retention Holder, another "majority-owned affiliate" (as defined under the U.S. Risk Retention Rules) of the Collateral Manager or (y) in the case of multiple Retention Holders, one or more "majority-owned affiliates" (as defined under the U.S. Risk Retention Rules) of the Collateral Manager, each of which is a wholly-owned subsidiary of the Collateral Manager's ultimate parent, or (ii) the Retention Holders and the Collateral Manager have received written advice of nationally recognized counsel experienced in such matters that any such transfer or sale of the Retained Interest will not cause the Collateral Manager to be in violation of the U.S. Risk Retention Rules. After the Risk Retention Period, all limitations under the U.S. Risk Retention Rules on the transfer, financing or hedging of the Retained Interest by the Retention Holders shall cease to apply, and the Retention Holders and the Collateral Manager will not be under any obligation to notify the Co-Issuers, the Placement Agent, the Trustee or the Noteholders of any such action.

Investors in the Notes should be aware that the U.S. Risk Retention Rules impose retention requirements in connection with any offering or sale of asset-backed securities. Accordingly, any future Refinancing or Re-Pricing of the Notes, and any issuance of additional Notes by the Issuer, will be subject to compliance with the U.S. Risk Retention Rules after giving effect to such Refinancing, Re-Pricing or issuance of additional Notes. In addition, the SEC has indicated in contexts separate from the U.S. Risk Retention Rules that an "offer" or a "sale" of securities may arise when amendments to securities are so material as to require Holders to make an "investment decision" with respect to such amendment. Thus, if the SEC were to take a similar position with respect to the U.S. Risk Retention Rules, they could apply to material amendments to the Indenture and the Notes, including a Re-Pricing, to

the extent such amendments require investors to make an investment decision. As a result, the U.S. Risk Retention Rules may adversely affect the Issuer (and the performance and market value of the Notes) if the Issuer is unable to undertake any such issuance of additional Notes, Refinancing, Re-Pricing or other amendment and may affect the liquidity of the Notes. Furthermore, the Collateral Manager may in its sole discretion consent to or reject any issuance of additional Notes, Refinancing or Re-Pricing and no assurance can be given as to whether the U.S. Risk Retention Rules would have any future material adverse effect on the Collateral Manager's willingness to consent to any such issuance of additional Notes, Refinancing or Re-Pricing, or whether the U.S. Risk Retention Rules would have any future material adverse effect on the business, financial condition or prospects of the Collateral Manager or the Issuer or on the market value or liquidity of the Notes or the Collateral Obligations.

Although not free from doubt, if the Collateral Manager is removed for "cause" as Collateral Manager under the Collateral Management Agreement, AMMC and/or its majority-owned affiliates may be required to continue to hold the Retained Interest. Accordingly the fact that the replacement Collateral Manager is not bound by the U.S. Risk Retention Rules may result either in the replacement Collateral Manager taking on more risk or otherwise taking a more conservative approach in managing the Collateral Obligations than would a similarly situated collateral manager holding the Retained Interest. Furthermore, if the replacement Collateral Manager does not hold the Retained Interest, such replacement collateral manager may be required to comply with the U.S. Risk Retention Rules on the date of any issuance of additional Notes, Refinancing, Re-Pricing or other amendment. This may have a material adverse effect on the replacement Collateral Manager's willingness to consent to any such issuance of additional Notes, Refinancing or Re-Pricing and may affect the liquidity of the Notes.

Estimated Fair Values

The estimated fair values, and description of inputs and assumptions used to derive such estimated fair values, are forward-looking statements being included in this Offering Circular or otherwise disclosed to potential investors solely for purposes of satisfying the disclosure requirements of the U.S. Risk Retention Rules and should not be relied upon by any Person for any other purpose, including for purposes of making an investment decision in the Notes or in assessing the value or future value of any of the Notes. See disclaimer regarding "*Forward-Looking Statements*" in this Offering Circular.

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

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

Prospective investors are advised that any information appearing in this Offering Circular under the heading "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements—Fair Value of the*

Retained Interest" is not intended by the Collateral Manager or any of its affiliates, and should not be construed, to be investment advice with respect to the merits of any Notes or the transactions described in this Offering Circular, the suitability of investing in any Notes or any investment decision being considered by any prospective investor, or a recommendation to buy or sell any Notes.

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

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

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

The Placement Agent will have no ongoing responsibility for the Assets or the actions of the Collateral Manager or the Issuer

The Placement Agent will have no obligation to monitor the performance of the Assets 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 (to the extent set forth in the Collateral Management Agreement) and /or the Issuer, as the case may be. If the Placement Agent owns Notes, it will have no responsibility to consider the interests of any holders of Notes in actions it takes in such capacity. While the Placement Agent may own Notes at any time, it has no obligation to make any investment in any Notes and may sell at any time any Notes it does purchase.

The Notes are limited recourse obligations; investors must rely on available collections from the Collateral Obligations and will have no other source for payment

The Secured Notes other than the Class E Notes are limited recourse obligations of the Co-Issuers, and the Class E Notes and the Subordinated Notes are limited recourse obligations of the Issuer. The Notes are payable solely from proceeds of the Collateral Obligations and all other Assets pledged by the Co-Issuers to the holders of the Secured Notes and other secured parties (but not including holders of the Subordinated Notes) pursuant to the Indenture. None of the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator, the Collateral Manager, the Placement Agent or any of their respective Affiliates or the Co-Issuers' Affiliates or any other Person or entity will be obligated to make payments on the Notes. Consequently, holders of the Notes must rely solely on distributions on the Assets for payments on the Notes. If distributions on such Assets are insufficient to make payments on the Notes, no other assets (in particular, no assets of the Collateral Manager, the holders of the

Notes, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator or any Affiliates of any of the foregoing) will be available for payment of the deficiency and all obligations of the Co-Issuers and any claims against the Co-Issuers in respect of the Notes will be extinguished and will not revive.

The Subordinated Notes are unsecured obligations of the Issuer

The Subordinated Notes will not be secured by any of the Assets, and, while the Secured Notes are outstanding, holders of the Subordinated Notes will not generally be entitled to exercise remedies under the Indenture or the Subordinated Note Issuing and Paying Agency Agreement. However, in any case where the holders of the Subordinated Notes are entitled to take or direct any action they may do so in their sole discretion without regard for the interests of holders of any other Class of Notes. The Subordinated Note Issuing and Paying Agent will have no obligation to act on behalf of the holders of Subordinated Notes except as expressly provided in the Subordinated Note Issuing and Paying Agency Agreement and the Trustee will have no obligation to act on behalf of the holders of Subordinated Notes except as provided in the Indenture. Distributions to holders of the Subordinated Notes will be made solely from distributions on the Assets after all other payments have been made pursuant to the Priority of Payments described herein. See "*Description of the Notes—Priority of Payments*." There can be no assurance that the distributions on the Assets will be sufficient to make distributions to holders of the Subordinated Notes after making payments that rank senior to payments on the Subordinated Notes. The Issuer's ability to make distributions to the holders of the Subordinated Notes will be limited by the terms of the Indenture and the Subordinated Note Issuing and Paying Agency Agreement. If distributions on the Assets are insufficient to make distributions on the Subordinated Notes, no other assets will be available for any such distributions. See "*Description of the Notes—The Subordinated Notes*."

The subordination of the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Subordinated Notes, as described below, will affect their right to payment

The Class X Notes and the Class A Notes, which are *pari passu* with each other except as otherwise described below, are subordinated to certain amounts payable by the Issuer to other parties as set forth in the Priority of Payments (including taxes, certain Administrative Expenses and the Senior Collateral Management Fee); the Class B Notes are subordinated on each Payment Date to the Class X Notes and the A Notes and amounts to which the Class X Notes and Class A Notes are subordinate; the Class C Notes are subordinated on each Payment Date to the Class B Notes and amounts to which the Class B Notes are subordinate; the Class D Notes are subordinated on each Payment Date to the Class C Notes and amounts to which the Class C Notes are subordinate; the Class E Notes are subordinated on each Payment Date to the Class D Notes and amounts to which the Class D Notes are subordinate; and the Subordinated Notes are subordinated on each Payment Date to the Secured Notes, amounts to which the Secured Notes are subordinate and certain other fees and expenses (including, but not limited to, the diversion of Interest Proceeds during the Reinvestment Period to the Collection Account as Principal Proceeds for the purchase of additional Collateral Obligations if the Interest Diversion Test is not satisfied or to redeem Secured Notes if a Rating Agency Ramp-Up Failure occurs and is continuing, unpaid Administrative Expenses, including unexpected liabilities that may become payable by the Issuer or the Co-Issuer, whether by reason of the offering contemplated hereby or otherwise, and certain Management Fees), in each case to the extent described herein. No payments of interest or distributions from Interest Proceeds of any kind will be made on any such Class of Notes on any Payment Date until interest due on the Notes of each Class to which it is subordinated has been paid in full and no payments of principal or distributions from Principal Proceeds of any kind will be made on the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes on any Payment Date until principal on the Notes of each Class to which it is subordinated has been paid in full. Principal on the Class X Notes will be payable, first, from Interest Proceeds and, second, from Principal Proceeds to the extent not paid in full with Interest Proceeds in accordance with the Priority of Payments. Except as described in "*Summary of Terms-Priority of Payments*", principal payments will not be made on the Class A Notes from Interest Proceeds in accordance with the Priority of Payments. In addition, no distributions from Principal Proceeds of any kind will be made on the Subordinated Notes on any Payment Date until interest due on and all principal of the Secured Notes of each Class has been paid in full. Therefore, generally, to the extent that any losses are suffered by any of the holders of any Notes, such losses will be borne in the first instance by holders of the Subordinated Notes, then by the holders of the Class E Notes, then by the holders of the Class D Notes, then by the holders of the Class C Notes, then by the holders of the Class B Notes and last by the holders of the Class X Notes and the Class A Notes *pro rata* based on their respective aggregate

outstanding principal amounts. Furthermore, payments which would otherwise be made on the Class C Notes, the Class D Notes and the Class E Notes will be used to pay more senior Classes of Notes pursuant to the Priority of Payments if certain Coverage Tests are not met, as described herein, and failure to make such payments will not be a default under the Indenture. In addition, if an Event of Default occurs, the holders of the Controlling Class will be entitled to determine the remedies to be exercised under the Indenture. See "*Description of the Notes—The Indenture—Events of Default*." Remedies pursued by the holders of the Controlling Class could be adverse to the interests of the holders of the Notes that are subordinated to the Controlling Class, and the holders of the Controlling Class will have no obligation to consider any possible adverse effect on such other interests. See "*—The holders of the Controlling Class will control many rights under the Indenture and therefore, holders of subordinate Classes will have limited rights in connection with an Event of Default, Enforcement Event or distributions thereunder*."

If an Event of Default has occurred and has not been cured or waived and acceleration occurs in accordance with the Indenture, the most senior Class of Notes then outstanding shall be paid in full in cash or, to the extent the Majority of such Class consents, other than in cash, before any further payment or distribution is made on account of any more subordinate Classes, in each case in accordance with the Special Priority of Payments. Upon such an acceleration, investors in any such subordinate Class of Notes will not receive any payments until such senior Classes of Notes are paid in full (for which purpose, the Class X Notes and the Class A Notes shall rank *pari passu*). If an Event of Default has occurred, but the Notes have not been accelerated, payments on the Notes will continue to be made in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*." There can be no assurance that, after payment of principal and interest on the Notes senior to any Class of Notes, the Issuer will have sufficient funds to make payments in respect of such Class of Notes.

Under the Indenture, the Secured Notes will not be subject to acceleration by the Trustee or a Majority of the Controlling Class solely as a result of the failure to pay (i) at any time when the Class A Notes are the Controlling Class, any amount due on any Notes other than the Class X Notes, the Class A Notes or the Class B Notes or (ii) at any other time, any amount due on any Notes that are not of the Controlling Class. See "*Description of the Notes—The Indenture—Events of Default*."

The Subordinated Notes are highly leveraged, which increases risks to investors in the Subordinated Notes

The Subordinated Notes represent a highly leveraged investment in the Assets. Therefore, the market value of the Subordinated Notes would be anticipated to be significantly affected by, among other things, changes in the market value of the Assets, changes in the distributions on the Assets, defaults and recoveries on the Assets, capital gains and losses on the Assets, prepayments on Assets and the availability, prices and interest rates of Assets and other risks associated with the Assets as described in "*—Relating to the Collateral Obligations*." Accordingly, the Subordinated Notes may not be paid in full and may be subject to up to 100% loss. Furthermore, the leveraged nature of the Subordinated Notes may magnify the adverse impact on the Subordinated Notes of changes in the market value of the Assets, changes in the distributions on the Assets, defaults and recoveries on the Assets, capital gains and losses on the Assets, prepayments on Assets and availability, prices and interest rates of Assets.

The Assets may be insufficient to redeem the Notes in an Event of Default

It is anticipated that the proceeds received by the Issuer on the Closing Date from the issuance of the Notes, net of certain fees and expenses, will be less than the aggregate amount of Notes. Consequently, it is anticipated that on the Closing Date the Assets would be insufficient to redeem all of the Secured Notes and Subordinated Notes in the event of an Event of Default under the Indenture.

The Indenture requires mandatory redemption of the Secured Notes for failure to satisfy Coverage Tests and in the event of a Rating Agency Ramp-Up Failure

If any Coverage Test with respect to any Class or Classes of Secured Notes is not met on any Determination Date on which such Coverage Test is applicable, Interest Proceeds and, to the extent Interest Proceeds are insufficient for such purpose, Principal Proceeds will be applied as follows: (i) Interest Proceeds that otherwise would have been used to pay certain fees and expenses or distributed to the holders of the Notes of each Class (other than the Class X Notes, the Class A Notes and the Class B Notes) and (ii) (during the Reinvestment Period and, with respect to Eligible Post-Reinvestment Proceeds, after the Reinvestment Period) Principal Proceeds that would

otherwise have been reinvested in Collateral Obligations will instead be used to redeem the Secured Notes of the most senior Class or Classes then outstanding, in each case in accordance with the Priority of Payments and the Note Payment Sequence, to the extent necessary to satisfy the applicable Coverage Tests as described under "*Summary of Terms—Priority of Payments*." This could result in an elimination, deferral or reduction in the payments of Interest Proceeds to the holders of the Class C Notes, the Class D Notes, the Class E Notes and/or the Subordinated Notes, as the case may be.

If a Rating Agency Ramp-Up Failure occurs and is continuing, amounts may be transferred from the Interest Collection Subaccount to the Principal Collection Subaccount as Principal Proceeds for use in a Ratings Special Redemption to the extent necessary to remedy a Rating Agency Ramp-Up Failure as described under "*Use of Proceeds—Effective Date*" and "*Description of the Notes—Special Redemption.*" This could result in an elimination, deferral or reduction in the payments of Interest Proceeds (to the extent transferred from the Interest Collection Subaccount to the Principal Collection Subaccount) to the holders of the Subordinated Notes. A mandatory redemption of Secured Notes owing to a Rating Agency Ramp-Up Failure may cause the Collateral Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the Collateral Obligations sold.

The Secured Notes are subject to Special Redemption based on inability to identify Collateral Obligations

The Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, on any Payment Date during the Reinvestment Period if the Collateral Manager notifies the Trustee that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would meet the criteria for reinvestment described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations. Any such notice shall be based upon the Collateral Manager having attempted, in accordance with the standard of care set forth in the Collateral Management Agreement, to identify additional Collateral Obligations as described above. On the Special Redemption Date, in accordance with the Indenture, the amount relating to such Reinvestment Special Redemption will be applied as described under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" to pay the principal of the Secured Notes. The application of funds in that manner could result in an elimination, deferral or reduction of amounts available to make payments on the Subordinated Notes. See "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" and "*Description of the Notes—Special Redemption*."

The Notes are subject to Clean-Up Call Redemption

At the written direction of the Collateral Manager, the Notes will be subject to redemption by the Issuer, in whole but not in part, at the Redemption Price therefor, on any Business Day after the Non-Call Period on which the Collateral Principal Amount is less than 20% of the Target Initial Par Amount. Any such redemption is subject to certain conditions described below under "*Description of the Notes—Clean-Up Call Redemption*." The timing of a Clean-Up Call Redemption could affect the return to the holders of the Notes.

Additional issuances of Notes may have different terms and may have the effect of preventing the failure of the Coverage Tests and the occurrence of an Event of Default

At any time during (but not after) the Reinvestment Period, the Co-Issuers (or the Issuer, as applicable) may issue and sell additional notes of any one or more new classes of notes that are fully subordinated to the existing Secured Notes (or to the most Junior Class of securities of the Issuer issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes is then outstanding) and/or additional notes of any one or more existing Classes and use the net proceeds to purchase additional Collateral Obligations or for other purposes permitted under the Indenture if the conditions for such additional issuance described under "*Description of the Notes—The Indenture—Modification of Indenture*" and "*Description of the Notes—The Indenture—Additional Issuance*" are met. The use of such issuance proceeds as Principal Proceeds may have the effect of curing a Coverage Test that was otherwise failing or modifying the effect of events that would otherwise give rise to an Event of Default and permit the Controlling Class to exercise remedies under the Indenture.

The holders of the Controlling Class will control many rights under the Indenture and therefore, holders of subordinate Classes will have limited rights in connection with an Event of Default, Enforcement Event or distributions thereunder

Under the Indenture, many rights of the holders of the Notes will be controlled by a Majority of the Controlling Class. Remedies pursued by the holders of the Controlling Class upon an Event of Default could be adverse to the interests of the holders of Notes subordinated to the Controlling Class. After any Enforcement Event, proceeds of any realization on the Assets will be allocated in accordance with the Special Priority of Payments pursuant to which the Secured Notes and certain other amounts owing by the Co-Issuers will be paid in full before any allocation to the Subordinated Notes, and each Class of Notes (along with certain other amounts owing by the Co-Issuers) will be paid in order of seniority until it is paid in full before any allocation is made to the next Class of Notes. If an Event of Default has occurred and is continuing, the holders of the Subordinated Notes will not have any creditors' rights against the Issuer and will not have the right to determine the remedies to be exercised under the Indenture. There is no guarantee that any funds will remain to make distributions to the holders of subordinated Classes of Notes following any liquidation of the Assets and the application of the proceeds from the Assets to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Co-Issuers.

The ability of the Controlling Class to direct the sale and liquidation of the Assets is subject to certain limitations. See "*Description of the Notes—The Indenture—Events of Default*."

A Supermajority of the Controlling Class may waive a potential Event of Default or Event of Default with respect to the payment of interest on the Controlling Class

Prior to the time a judgment or decree for payment of the money due has been obtained by the Trustee, as provided in the Indenture, a Supermajority of the Controlling Class may waive any past Event of Default in the payment of interest on the Secured Notes of the Controlling Class and its consequences or the occurrence of an event that is, or with notice or the lapse of time or both would become, such an Event of Default and its consequences. Such a waiver may adversely affect the interests of the Holders of Notes of the Controlling Class who do not vote in favor of such a waiver.

The Issuer may modify the Indenture by supplemental indentures, and some supplemental indentures do not require consent of holders of Notes

The Indenture provides that the Co-Issuers and the Trustee may enter into supplemental indentures to modify various provisions of the Indenture. Execution of supplemental indentures is subject to various conditions precedent. In certain cases, the consent of holders of Notes is required, but, in certain cases, such consent is not required or is only required from a Majority of a Class that would be materially and adversely affected by the supplemental indenture. Accordingly, the remainder of a Class may be materially and adversely affected by a supplemental indenture that is entered into following consent thereto to by a Majority of such Class. See "*Description of the Notes—The Indenture—Modification of Indenture*."

The Notes are subject to Optional Redemption in whole or in part by Class

The Co-Issuers or the Issuer, as applicable, will, if so directed in writing by a Majority of the Subordinated Notes, or in the case of a Refinancing, if the Collateral Manager or a Majority of the Subordinated Notes proposes to the holders of the Subordinated Notes and the Collateral Manager, as applicable, a redemption (in whole or in part by Class, or in conjunction with a redemption from Sale proceeds) by Refinancing and a Majority of the Subordinated Notes approves such proposal not later than 15 days prior to the Business Day on which such redemption is to be made, redeem the Secured Notes on any Business Day after the Non-Call Period. Any such redemption must be made (i) in whole (with respect to all Classes of Secured Notes) but not in part from Sale Proceeds, Refinancing Proceeds and/or Refinancing Interest Proceeds or (ii) in part by Class from Refinancing Proceeds and Refinancing Interest Proceeds (so long as the Secured Notes of any Class to be redeemed represent the entire Class of Secured Notes). The Collateral Manager or Majority of the Subordinated Notes may cause the Subordinated Notes to be redeemed in whole on any Business Day on or after the date on which all of the Secured Notes have been redeemed or repaid as described under "*Description of the Notes—Optional Redemption and Tax Redemption*" and "*Description of the Notes—The Subordinated Notes—Optional Redemption*." The Notes shall also be redeemed on any Business Day in whole but not in part at the written direction (delivered to the Trustee) of a

Majority of the Subordinated Notes following the occurrence of certain Tax Events as described under "*Description of the Notes—Optional Redemption and Tax Redemption*." In the event of an early redemption, the holders of the Secured Notes subject to such redemption and Subordinated Notes will be repaid prior to the respective Stated Maturity of such Notes. There can be no assurance that, upon any redemption of the Secured Notes in whole, the Sale Proceeds realized and other available funds would permit any distribution on the Subordinated Notes after all required payments are made to the holders of the Secured Notes. In addition, in the case of redemption of the Secured Notes in whole (except to the extent Refinancing Proceeds will be applied to redeem the Secured Notes) an Optional Redemption could require the Collateral Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the Collateral Obligations sold.

As described under "*Description of the Notes—Optional Redemption and Tax Redemption*," Refinancing Proceeds may be used in connection with redemption of the Secured Notes. In the case of a Refinancing upon such a redemption of the Secured Notes in whole, such Refinancing will be effective only if (i) the Refinancing Proceeds, the Refinancing Interest Proceeds, all Sale Proceeds from the sale of Collateral Obligations and Eligible Investments in accordance with the procedures set forth in the Indenture, and all other available funds will be at least sufficient to redeem simultaneously the Secured Notes, in whole but not in part, and to pay the other amounts included in the aggregate Redemption Prices, all accrued and unpaid reasonable fees, costs, charges and expenses incurred by the Co-Issuers, the Trustee, the Collateral Manager and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing and, in the case of a redemption on a Payment Date, all other accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap), (ii) the Sale Proceeds, Refinancing Proceeds, the Refinancing Interest Proceeds and other available funds are used (to the extent necessary) to make such redemption and (iii) the agreements relating to the Refinancing contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture.

As described under "*Description of the Notes—Optional Redemption and Tax Redemption*," in connection with redemption by Refinancing in part by Class of the Secured Notes, Sale Proceeds from the sale of Collateral Obligations and Eligible Investments will not be used to complete such redemption and only Refinancing Proceeds and Refinancing Interest Proceeds may be used in connection with such redemption. In the case of a Refinancing upon redemption of any Class of Secured Notes in part, such Refinancing will be effective only if (i) for each Class of Notes that would not be redeemed in connection with such Refinancing, the Priority Classes' Aggregate Interest Amount after giving effect to such Refinancing would be less than or equal to the Priority Classes' Aggregate Interest Amount immediately before giving effect to such Refinancing, (ii) the Refinancing Proceeds and the Refinancing Interest Proceeds will be at least sufficient to redeem simultaneously each applicable Class of Secured Notes and to pay the other amounts included in the aggregate Redemption Price for each such Class of Secured Notes and all accrued and unpaid reasonable fees, costs, charges and expenses incurred by the Trustee and the Collateral Administrator (including reasonable attorneys' fees and expenses) and any fees, costs, charges and expenses payable to any Rating Agency, in connection with such Refinancing, (iii) the Refinancing Proceeds and Refinancing Interest Proceeds, and not, for the avoidance of doubt, Sale Proceeds, are used (to the extent necessary) to make such redemption, (iv) the agreements relating to the Refinancing to which the Issuer is a party contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture, (v) the Issuer provides notice to each Rating Agency of the Refinancing, (vi) the obligations issued in connection with such Refinancing shall have a maturity date that is the same or later than the Stated Maturity of the Secured Notes being redeemed and no later than the Stated Maturity of each Class of Secured Notes not being redeemed, (vii) the principal balance of the obligations issued in connection with such Refinancing (in the aggregate) is not greater than the Aggregate Outstanding Amount of the Secured Notes being redeemed (in the aggregate) (except that if the most Junior Class of Secured Notes is being redeemed, the principal balance of the obligations issued in connection with such Refinancing may exceed the Aggregate Outstanding Amount of such Secured Notes), (viii) the obligations issued in connection with the Refinancing are subject to the Priority of Payments and do not rank higher in priority pursuant to the Priority of Payments than the Class of Secured Notes being redeemed and (ix) the voting rights, consent rights, redemption rights and all other rights of the obligations issued in connection with the Refinancing are substantially similar in all material respects to the corresponding rights of the Class of Secured Notes being redeemed.

The Indenture provides that the holders of the Subordinated Notes will not have any cause of action against any of the Co-Issuers, the Collateral Manager, the Collateral Administrator, the Subordinated Note Issuing and Paying Agent or the Trustee for any failure to obtain a Refinancing. If a Refinancing is obtained meeting the requirements

of the Indenture, the Issuer and, at the direction of the Collateral Manager, the Trustee will amend the Indenture to the extent necessary to reflect the terms of the Refinancing and no consent for such amendments shall be required from the holders of any Class of Notes, other than a Majority of the Subordinated Notes directing the redemption. No assurance can be given that any such amendments to the Indenture 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 form a part of the holders of the Subordinated Notes directing such redemption).

Designated Excess Par May Decrease the Amount of Assets Available to Secure the Secured Notes

In connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds, the holders of a Majority of the Subordinated Notes, together with the Collateral Manager, may agree, with the prior written consent of a Majority of the Class A Notes if the Class A Notes are not redeemed in connection with such redemption, to designate some or all of the Refinancing Proceeds in an amount up to the Excess Par Amount as Interest Proceeds (such designated amount, the "**Designated Excess Par**"), and direct the Trustee to apply such Designated Excess Par on such Redemption Date as Interest Proceeds in accordance with the Priority of Payments. Such characterization of Refinancing Proceeds as Interests Proceeds is likely to reduce the amount of Assets that would otherwise be available to secure the Secured Notes, and no Class of Secured Notes (other than, in the case of a redemption of Secured Notes in part by Class from Refinancing Proceeds pursuant to which the Class A Notes are not redeemed, the Class A Notes) will have any right to consent or object to such designation of Designated Excess Par. Any designation of Designated Excess Par is likely to decrease the Overcollateralization Ratio that exists prior to such redemption and designation of Designated Excess Par. Any such decrease in the Overcollateralization Ratio or in the amount of Assets available to secure the Secured Notes will increase the likelihood of a failure of the Overcollateralization Ratio Test, which could have a material adverse effect on the holders of the Secured Notes, especially holders of any Secured Notes that are not redeemed in connection with such redemption in part by Class from Refinancing Proceeds.

The Secured Notes (other than the Class A Notes and the Class B Notes) are subject to Re-Pricing

If prevailing market interest rates on investments similar to one or more Classes of Secured Notes fall below current levels, a Majority of the Subordinated Notes may cause a Re-Pricing of one or more such Classes of Secured Notes (other than the Class A Notes and the Class B Notes) which will result in the reduction of the Interest Rate payable with respect to each such Re-Priced Class. Any Holder of a Note in a Re-Priced Class that does not consent to such Re-Pricing will be required to sell its Notes at the applicable Redemption Price to other Holders that have consented to such Re-Pricing and/or to other transferees designated by or on behalf of the Co-Issuers. Such a sale may occur at a time when the Notes of the Re-Priced Class are trading in the market at a premium and/or when other similar investments bearing the same rate of interest may be difficult to acquire or may be trading at a premium. A Re-Pricing may also result in a shorter investment than a Holder of Secured Notes may have anticipated at the time of acquisition of its Secured Notes.

The Indenture provides that none of the Issuer, the Co-Issuer, any Re-Pricing Intermediary, the Trustee, the Collateral Administrator or the Collateral Manager shall have any obligation to arrange or seek to arrange for any transferee to purchase any Secured Notes held by any Holder of a Note in a Re-Priced Class that does not consent to such Re-Pricing and no Holder will have any cause of action against any of the Co-Issuers, any Re-Pricing Intermediary or the Collateral Manager as a result of any failure to complete a Re-Pricing or to purchase any Notes held by any Holder of a Note in a Re-Priced Class that does not consent to such Re-Pricing. The failure to effect a Re-Pricing will not constitute an Event of Default under the Indenture.

Liquidation under bankruptcy could be inconsistent with the rights of holders of the Notes

Even though each holder will agree not to cause the filing of any involuntary petition in bankruptcy in relation to the Issuer (and will agree to subordinate its claims with respect to the Issuer and the Assets in the event it breaches such agreement), there is the possibility that a bankruptcy court may in the exercise of its equitable or other powers determine not to enforce such an agreement on the ground that such an agreement violates an essential policy underlying the United States Bankruptcy Code. In addition, there is no assurance that the Issuer or its directors would object to a breach by a holder of its obligation not to cause the filing of an involuntary petition even though they are required to do so as described below. In the event that a bankruptcy proceeding is commenced, it is

possible that the Assets could be sold or otherwise liquidated in a manner that is inconsistent with the rights of the holders of the various Classes of Notes as described herein under "*Description of Notes—The Indenture—Events of Default*." See "*Description of Notes—The Indenture—Petitions for Bankruptcy*."

The Notes may be affected by interest rate risks, including mismatches between the Notes and the Collateral Obligations

After the first Interest Accrual Period, the Secured Notes will bear interest at a rate based on three-month LIBOR. Subject to certain limited exceptions, the Collateral Obligations will bear interest based on one or more floating rates but the Floating Rate Obligations may bear interest based on indices other than LIBOR or on rates that reset at periods other than three month intervals. A limited portion of the Collateral Obligations may bear interest at a fixed rate. The Aggregate Outstanding Amount of the Secured Notes may be different than the Aggregate Principal Balance of the Floating Rate Obligations. In addition, any payments of principal of or interest on Collateral Obligations received during a Collection Period (and, during the Reinvestment Period, or, solely in connection with Eligible Post-Reinvestment Proceeds, after the Reinvestment Period, not reinvested in Collateral Obligations during such Collection Period) will be reinvested in Eligible Investments maturing not later than the earlier of (A) the date that is 60 days after the date of delivery thereof and (B) the Business Day immediately preceding the Payment Date immediately following the date of delivery thereof unless such Eligible Investments are issued by the Trustee in its capacity as a banking institution, in which event such Eligible Investments may mature on such Payment Date. There is no requirement that such Eligible Investments bear interest at a floating rate, and the interest rates available for such Eligible Investments are inherently uncertain. As a result of mismatches among LIBOR and other floating rate indices, changes in the level of LIBOR or any other applicable floating rate index could adversely affect the ability of the Co-Issuers or the Issuer, as applicable, to make payments on the Notes. In addition, mismatches between fixed rates applicable to certain Collateral Obligations and the floating rate applicable to the Secured Notes, could adversely affect the ability of the Co-Issuers or the Issuer, as applicable, to make payments on the Notes. There can be no assurance that the Collateral Obligations and the Eligible Investments will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Secured Notes or to make distributions to the holders of the Subordinated Notes.

Ongoing investigations concerning LIBOR could adversely affect an investment in the Notes

Regulators and law-enforcement agencies in a number of different jurisdictions have conducted and continue to conduct civil and criminal investigations into potential manipulation or attempted manipulation of submissions of London inter-bank offered rates ("**Libor**") to the British Bankers' Association ("**BBA**"). There have also been allegations that member banks may have manipulated other inter-bank lending rates (such rates, together with Libor, the "**Benchmark Rates**"). The Benchmark Rates have been or are currently being reformed, including (i) the replacement of the BBA with ICE Benchmark Administration Ltd as Libor administrator, (ii) a reduction in the number of tenors and currencies for which certain Benchmark Rates are calculated, and (iii) modifications to the administration, submission and calculation procedures, including their regulatory status, in respect of certain Benchmark Rates. In addition, on July 27, 2017, the head of the UK Financial Conduct Authority (the "**FCA**") made remarks indicating that the FCA does not intend to sustain Libor by using its influence or legal powers to persuade or compel banks to submit rates for the calculation of Libor as a Benchmark Rate beyond 2021. Accordingly, Libor may be discontinued as a Benchmark Rate by the end of 2021.

Investors should be aware that: (a) any of these changes or any other changes to Benchmark Rates could affect the level of the relevant published rate, including to cause it to be lower and/or more volatile than it would otherwise be; (b) if the applicable rate of interest on any Collateral Obligation is calculated with reference to a tenor or currency which is discontinued, such rate of interest may then be determined by the provisions of the affected Collateral Obligation, which may include determination by the relevant calculation agent in its discretion, or the Collateral Obligation may otherwise be subject to a degree of contractual uncertainty; (c) the administrators of Benchmark Rates will not have any involvement in the Collateral Obligations or the Notes and may take any actions in respect of Benchmark Rates without regard to the effect of such actions on the Collateral Obligations or the Notes; (d) any uncertainty in the value of a Benchmark Rate or, the development of a widespread market view that a Benchmark Rate has been manipulated, or any uncertainty in the prominence of a Benchmark Rate as a benchmark interest rate due to the recent regulatory reform may adversely affect liquidity of the affected Collateral Obligations or the Notes in the secondary market and their market value; and (e) an increase in alternative types of financing in place of Benchmark Rate-based loans (resulting from a decrease in the confidence of borrowers in such rates) may

make it more difficult to source Collateral Obligations or reinvest proceeds in Collateral Obligations that satisfy the reinvestment criteria specified herein. Any of the above or any other significant change to the setting of a Benchmark Rate could have a material adverse effect on the value of, and the amount payable under, (i) any Collateral Obligations that pay interest linked to a Benchmark Rate and (ii) the Notes. If Libor is eliminated as a Benchmark Rate, it is uncertain whether broad replacement conventions in the leveraged loan and CLO markets will develop and, if conventions develop, what those conventions will be and whether they will create adverse consequences for the Issuer or the holders of any Class of Notes. If no such conventions develop, it is uncertain what effect broadly divergent interest rate calculation methodologies in the markets will have on the price and liquidity of Collateral Obligations or the Notes and the ability of the Collateral Manager to effectively mitigate interest rate risks.

Investors should consider the future uncertainty with respect to Libor and its possible effects in making their investment decision with respect to the Notes.

The weighted average lives of the Notes may vary from their maturity date

The average life of each Class of Notes is expected to be shorter than the number of years until its respective Stated Maturity. Each such average life may vary due to various factors affecting the early retirement of Collateral Obligations, the timing and amount of sales of such Collateral Obligations, the ability of the Collateral Manager to invest collections and proceeds in additional Collateral Obligations, and the occurrence of any Mandatory Redemption, Optional Redemption, Tax Redemption, Clean-Up Call Redemption or Special Redemption. Retirement of the Collateral Obligations prior to their respective final maturities will depend, among other things, on the financial condition of the issuers of the underlying Collateral Obligations and the respective characteristics of such Collateral Obligations, including the existence and frequency of exercise of any optional redemption, mandatory redemption or sinking fund features, the prevailing level of interest rates, the redemption prices, the actual default rates and the actual amount collected on any Defaulted Obligations and the frequency of tender or exchange offers for such Collateral Obligations. In particular, loans are generally prepayable at par, and a high proportion of loans could be prepaid. When prevailing interest rates are low, the issuers of or obligors on Collateral Obligations are more likely to seek to refinance such Collateral Obligations. In such low interest rate environments, the Issuer may not be able to purchase Collateral Obligations with interest rates comparable to the interest rates of Collateral Obligations which were prepaid. The ability of the Issuer to reinvest proceeds in Collateral Obligations with comparable interest rates that satisfy the reinvestment criteria specified herein may affect the timing and amount of payments received by the holders of Notes and the yield to maturity of the Notes. See "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*."

The Collateral Manager may reinvest Eligible Post-Reinvestment Proceeds after the end of the Reinvestment Period

After the end of the Reinvestment Period, the Collateral Manager may reinvest Eligible Post-Reinvestment Proceeds in additional Collateral Obligations, subject to certain conditions described in "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*." Reinvestment of Eligible Post-Reinvestment Proceeds may have the effect of extending the Weighted Average Life of the Collateral Obligations and the average lives of the Notes.

The Issuer could be subject to material net income or withholding taxes in certain circumstances

The Issuer expects to conduct its affairs so that it will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. As a consequence, the Issuer expects that its net income will not become subject to U.S. federal income tax. There can be no assurance, however, that the Issuer's net income will not become subject to U.S. federal income tax as a result of unanticipated activities, changes in law, contrary conclusions by the Internal Revenue Service or the U.S. courts, or other causes. If the Issuer were determined to be engaged in a trade or business within the United States for U.S. federal income tax purposes, its income (computed possibly without any allowance for deductions) would be subject to U.S. federal income tax at the usual corporate rate, and possibly to a branch profits tax of 30% as well. The imposition of such taxes would materially affect the Issuer's financial ability to make payments on the Notes. In addition, if the Issuer creates a Blocker Subsidiary to own certain assets, the Blocker Subsidiary's income may be subject to material U.S. net income and other taxes, which would materially reduce any return from assets held in such subsidiary.

The Issuer does not generally anticipate being subject to material withholding taxes with respect to interest on Collateral Obligations. There can be no assurance, however, that this or other income derived by the Issuer will not become subject to withholding or gross income taxes as a result of changes in law, contrary conclusions by the Internal Revenue Service or U.S. courts, or other causes. In particular, the Issuer may be subject to withholding or gross income taxes in respect of commitment fees and other similar fees imposed by the United States or other countries. Withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the relevant taxing authority to pay such taxes.

The Issuer will be required to comply with FATCA to avoid material withholding taxes

FATCA potentially imposes a withholding tax of 30% on certain payments made to the Issuer, including potentially all interest paid on, and proceeds from the sale or other disposition of U.S. Collateral Obligations unless the Issuer complies with the Cayman Islands Tax Information Authority Law (2017 Revision) together with regulations and guidance notes made pursuant to such law (the "**Cayman FATCA Legislation**") which, among other things, implements the intergovernmental agreement between the Cayman Islands and the United States (the "**Cayman IGA**"). The Cayman FATCA Legislation requires, among other things, that the Issuer register with the Internal Revenue Service to obtain a Global Intermediary Identification Number ("**GIIN**") and collect and provide to the Cayman Islands Tax Information Authority ("**TIA**") substantial information regarding direct and indirect holders of the Notes unless the Issuer qualifies as a Non-Reporting Cayman Islands Financial Institution (as defined in the Cayman IGA) or is otherwise entitled to an exemption under FATCA. The Issuer anticipates that FATCA withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the Internal Revenue Service has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer in unable to comply with the Cayman FATCA Legislation. The Issuer has obtained a GIIN and will comply with its obligations under the Cayman FATCA Legislation. However, in some cases, the ability to comply could depend on factors outside of the Issuer's control. The rules under FATCA or the Cayman FATCA Legislation may also change in the future. Future guidance may subject payments on Notes to a withholding tax of 30% if each foreign financial institution (as defined under FATCA) that holds any such Note, or through which any such Note is held, has not entered into an information reporting agreement with the Internal Revenue Service under FATCA or complied with the terms of a relevant intergovernmental agreement. Holders that do not supply information required under the Noteholder Reporting Obligations or whose ownership of Notes precludes the Issuer's Tax Account Reporting Rules Compliance (for example, by causing the Issuer to be affiliated with a non-compliant foreign financial institution), may be subjected to punitive measures under the Indenture, including forced transfer of their Notes. There can be no assurance, however, that these measures will be effective, and that the Issuer and holders of the Notes will not be subject to withholding taxes under FATCA. The imposition of such taxes could materially affect the Issuer's ability to make payments on the Notes or could reduce such payments, and the costs of achieving Tax Account Reporting Rules Compliance may be significant.

The Issuer may form Blocker Subsidiaries that would be subject to tax

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Indenture, certain Collateral Obligations that, in the Collateral Manager's reasonable judgment, could cause the Issuer to be deemed to be engaged in a trade or business in the United States for U.S. federal income tax purposes may be owned by one or more Blocker Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes. Any foreign Blocker Subsidiary may be treated as engaged in a trade or business within the United States and may be subject to U.S. federal income tax (and possibly a 30% branch profits tax) on a net income basis at normal corporate tax rates, and may file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or the Blocker Subsidiary may be subject to a 30% U.S. withholding tax on some or all of its income. In addition, U.S. Holders will not be permitted to use losses recognized by the Blocker Subsidiary to offset gains recognized by the Issuer and may be subject to the adverse passive foreign investment company or controlled foreign corporation rules with respect to the Blocker Subsidiary described below under "*U.S. Federal Income Tax Considerations—Taxation in Respect of a Blocker Subsidiary*". In the case of a U.S. Blocker Subsidiary, the Blocker Subsidiary would be subject to U.S. federal income tax on a net income basis at normal corporate tax rates, and would be required to file U.S. tax returns and reports. In addition, distributions from the Blocker Subsidiary to the Issuer may be subject to a

30% U.S. withholding tax. Prospective investors should consult their tax advisors regarding their consequences if the Issuer organizes a Blocker Subsidiary.

Investors may be subject to withholding taxes or income taxes with respect to the Notes

An investment in the Notes involves complex tax issues. See "*U.S. Federal Income Tax Considerations*" for a more detailed discussion of certain tax issues raised by an investment in the Notes. In the event that withholding or deduction of any taxes from payments on the Notes is required by law in any jurisdiction, neither of the Co-Issuers will be under any obligation to make any additional payments in respect of such withholding or deduction. The Issuer is expected to be a passive foreign investment company for U.S. federal income tax purposes, which means that a U.S. Holder of Subordinated Notes (or other Classes of Notes recharacterized as equity) may be subject to adverse tax consequences. Such a U.S. Holder may elect (or in some cases be required) to recognize currently its proportionate share of the Issuer's income whether or not distributed to such U.S. Holder. Such U.S. Holders may recognize income in amounts significantly greater than the payments received from the Issuer.

Investors may be subject to reporting requirements

Investors may be required, under a number of different tax rules, to report information with respect to their investment in the Notes. Investors that fail to report required information could become subject to substantial penalties and other adverse consequences. Potential investors should consult their own tax advisors about how to comply with reporting requirements applicable to the acquisition, ownership and disposition of Notes.

Cayman Islands information sharing agreements

The Cayman Islands has also (i) entered into an intergovernmental agreement (the "**UK IGA**") with the United Kingdom, which imposes requirements similar to those under the Cayman IGA with respect to Holders of Notes who are resident in the United Kingdom for tax purposes and (ii) signed, along with over 80 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "**CRS**"), which requires "Financial Institutions" to identify, and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS. The Issuer must also adopt and implement written policies and procedures setting out how it will address obligations under the CRS.

Each of the Issuer and the Co-Issuer is recently formed, has no significant operating history, has and will have no assets other than the Assets and is limited in its permitted activities

Each of the Issuer and the Co-Issuer is a recently incorporated or organized entity and has no prior operating history or track record other than, in the case of the Issuer, in connection with pre-closing warehouse arrangements and the acquisition of bank loans, in each case, to facilitate the acquisition of Collateral Obligations in contemplation of the transactions described herein. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*." Accordingly, neither the Issuer nor the Co-Issuer has a performance history for you to consider in making your decision to invest in the Notes.

The Notes are not guaranteed by the Co-Issuers, the Placement Agent, the Collateral Manager, the Collateral Administrator or the Trustee

None of the Co-Issuers, the Placement Agent, the Collateral Manager, the Collateral Administrator or the Trustee or any Affiliate thereof makes 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) to you of ownership of the Notes and you may not rely on any such party for a determination of expected or projected success, profitability, return, performance result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) to you of ownership of the Notes. You will be required to represent (or, in the case of certain interests in global Notes, deemed to represent) to the Issuer and the Placement Agent, among other things, that you have consulted with your own legal, regulatory, tax, business, investment, financial, and accounting advisors regarding investment in the Notes as you have deemed necessary and that the investment by you is within your powers and authority, is permissible under

applicable laws governing such purchase, has been duly authorized by you and complies with applicable securities laws and other laws.

Non-compliance with restrictions on ownership of the Notes and the Investment Company Act could adversely affect the Issuer

Neither the Issuer nor the Co-Issuer has registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on an exception under Section 3(c)(7) of the Investment Company Act for investment companies (a) whose outstanding securities are owned (or in the case of "qualified purchasers," beneficially owned) only by "qualified purchasers" and, in the case of the Class E Notes and the Subordinated Notes, by "knowledgeable employees" with respect to the Issuer and certain transferees thereof identified in Rules 3c-5 and 3c-6 under the Investment Company Act and (b) which do not make a public offering of their securities in the United States.

No opinion or no-action position has been requested of the SEC with respect to the status of the Co-Issuers as investment companies under the Investment Company Act.

If the SEC or a court of competent jurisdiction were to find that the Issuer or the Co-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 and the Co-Issuer could sue the Issuer and the Co-Issuer and recover any damages caused by the violation; and (iii) any contract to which the Issuer and/or the Co-Issuer is party that is made in violation of the Investment Company Act or whose performance involves such violation would be unenforceable by any party to the contract 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. In addition, such a finding would constitute an Event of Default under the Indenture. Should the Issuer or the Co-Issuer be subjected to any or all of the foregoing, the Issuer and the Co-Issuer would be materially and adversely affected.

Book-entry holders are not considered holders of Notes under the Indenture

Holders of beneficial interests in any Notes held in global form will not be considered holders of such Notes under the Indenture. After payment of any interest, principal or other amount to DTC, neither the Issuer nor the Co-Issuer will have any responsibility or liability for the payment of such amount by DTC or to any holder of a beneficial interest in a Note. DTC or its nominee will be the sole holder for any Notes held in global form, and therefore each person owning a beneficial interest in a Note held in global form must rely on the procedures of DTC (and if such person is not a participant in DTC on the procedures of the participant through which such person holds such interest) with respect to the exercise of any rights of a holder of a Note under the Indenture.

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

The Rating Agencies may change their published ratings criteria or methodologies for securities such as the Secured Notes at any time in the future. Further, the Rating Agencies may retroactively apply any such new standards to the ratings of the Secured Notes. Any such action could result in a substantial lowering (or even withdrawal) of any rating assigned to any Secured Note, despite the fact that such Secured Note might still be performing fully to the specifications set forth for such Secured Note in this Offering Circular and the Transaction Documents. The rating assigned to any Secured 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 Secured 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 Secured Notes. If any rating initially assigned to any Secured Note is subsequently lowered or withdrawn for any reason, holders of the Notes may not be able to resell their Notes without a substantial discount. Any reduction or withdrawal to the ratings on any class of Secured Notes may significantly reduce the liquidity thereof and may adversely affect the Issuer's ability to make certain changes to the composition of the Assets.

In addition to the ratings assigned to the Secured Notes, the Issuer will be utilizing ratings assigned by the Rating Agencies to obligors of individual Collateral Obligations. Such ratings will primarily be publicly available

ratings. There can be no assurance that the Rating Agencies will continue to assign such ratings utilizing the same methods and standards utilized today despite the fact that such Collateral Obligation might still be performing fully to the specifications set forth in its Underlying Instrument. Any change in such methods and standards could result in a significant rise in the number of CCC Collateral Obligations and Caa Collateral Obligations in the Assets, which could cause the Issuer to fail to satisfy an Overcollateralization Ratio Test on subsequent Determination Dates, which failure could lead to the early amortization of some or all of one or more Classes of the Secured Notes. See "*Description of the Notes—Mandatory Redemption*" and "*Security for the Secured Notes—The Coverage Tests and the Interest Diversion Test*."

A Rating Agency may revise or withdraw its ratings of the Secured Notes as a result of a failure by the responsible party to provide it with information requested by such Rating Agency or comply with any of its obligations contained in the engagement letter with such Rating Agency, including the posting of information provided to the Rating Agency on a website that is accessible by rating agencies that were not hired in connection with the issuance of the Secured Notes as described under "*—Rating agencies may have certain conflicts of interest; and the Secured Notes may receive an unsolicited rating, which may have an adverse effect on the liquidity or the market price of the Secured Notes*." Any such revision or withdrawal of a rating as a result of such a failure might adversely affect the value of the Notes and, for regulated entities, could affect the status of the Secured Notes as a legal investment or the capital treatment of the Secured Notes.

Rating agencies may have certain conflicts of interest; and the Secured Notes may receive an unsolicited rating, which may have an adverse effect on the liquidity or the market price of the Secured Notes

Moody's and S&P have been hired by the Issuer to provide their ratings on, in the case of Moody's, the Class X Notes and the Class A Notes, and, in the case of S&P, the Secured Notes. A rating agency may have a conflict of interest where, as is the case with the ratings of the Secured Notes (with the exception of unsolicited ratings), the issuer of a security pays the fee charged by the rating agency for its rating services.

To enable the Rating Agencies to comply with Rule 17g-5 of the Exchange Act, the Issuer agreed with each Rating Agency to the effect that it will post on a password-protected internet website, at the same time such information is provided to the Rating Agencies, all information the Issuer provides to the Rating Agencies for the purposes of determining the initial credit rating of the Secured Notes or undertaking credit rating surveillance of the Secured Notes. Pursuant to the Collateral Management Agreement, the Collateral Manager will be obligated to cause the Issuer to comply with its obligations under the Indenture and, to the extent known to the Collateral Manager, any rating application letters and any related side letters, relating to Rule 17g-5. Nationally recognized statistical rating organizations ("**NRSROs**") providing the requisite certification will have access to all information posted on such website. As a result, an NRSRO other than the Rating Agencies may issue ratings on the Secured Notes (the "**Unsolicited Ratings**"), which may be lower, and could be significantly lower, than the ratings assigned by the Rating Agencies. The Unsolicited Ratings may be issued prior to, or after, the Closing Date and will not be reflected in the final offering circular for the Notes. Issuance of any Unsolicited Rating will not affect the issuance of the Secured Notes. Issuance of an Unsolicited Rating lower than the ratings assigned by the Rating Agencies on the Secured Notes might adversely affect the value of the Notes and, for regulated entities, could affect the status of the Secured Notes as a legal investment or the capital treatment of the Secured Notes. Investors in the Secured Notes should monitor whether an unsolicited rating of the Secured Notes has been issued by a non-hired NRSRO and should consult with their legal counsel regarding the effect of the issuance of a rating by a non-hired NRSRO that is lower than the expected ratings set forth in this Offering Circular.

Rule 17g-7 and the new requirements on NRSROs may, once effective, adversely affect the ability of the Issuer to obtain rating agency confirmations, the cost of obtaining such confirmations, or the market price or liquidity of the Notes

Certain credit rating agency reforms adopted by the SEC on August 27, 2014 (the "**NRSRO Reform Regulations**") impose new requirements on NRSROs in connection with "rating actions," as defined in amended Rule 17g-7 under the Exchange Act ("**Rule 17g-7**"). "Rating actions" include publication of a preliminary or expected rating; an initial rating; an upgrade or downgrade of an existing rating; or certain affirmations or withdrawals of existing ratings. The new requirements include the publication of a form with extensive information about the issuance and maintenance of the rating, including, among other requirements:

(i) The version of the procedure or methodology used to determine the rating;

(ii) The main assumptions and principles used in constructing the procedures and methodologies used to determine the credit rating, including qualitative methodologies and quantitative inputs, and, if the credit rating is for a structured finance product, assumptions about the correlation of defaults across the underlying assets;

(iii) The potential limitations of the rating, including any risks that it excludes (such as liquidity or market risk);

(iv) Information on the uncertainty of the rating, including (i) information on the reliability, accuracy, and quality of the data relied on in determining the credit rating and (ii) a statement as to limitations on such data;

(v) If applicable, how the NRSRO used third-party due diligence services in taking the rating action;

(vi) A description of how, and with what frequency, the NRSRO uses servicer or remittance reports to conduct surveillance of the rating;

(vii) A description of the types of data that were relied to determine the rating;

(viii) A statement containing an overall assessment of the quality of information available and considered to determine the rating in relation to the quality of information available to the NRSRO in determining ratings for similar obligors or securities;

(ix) A description of conflicts of interest affecting the rating, including whether and by whom the NRSRO was paid in connection with its issuance of the rating;

(x) If applicable, the determinations made in any look-back review conducted by the NRSRO if it determined that the original rating was influenced by conflicts of interest (where a rating analyst involved in the original rating later became employed by a transaction party);

(xi) An explanation of the potential volatility of the rating and its sensitivity to assumptions made by the NRSRO, including a discussion of the most significant assumptions;

(xii) Information on the content of the rating, including, if applicable, the historical performance of the rating and the expected probability of default and the expected loss in the event of default;

(xiii) Information on the sensitivity of the rating to the assumptions made by the NRSRO; and

(xiv) If the rating is assigned to an asset-backed security as defined in the Exchange Act, information on the representations, warranties and enforcement mechanisms available to investors and how they differ from representations, warranties and enforcement mechanisms in issuances of similar securities; *provided* that such information need only be included if the rating action is a preliminary rating, an initial rating or the first rating action taken after a material change in such representations, warranties or enforcement mechanisms.

The form must also include a signed attestation by the person within the NRSRO responsible for the rating action affirming that the rating action was not influenced by business considerations, was based solely on the merits of the security and was an independent evaluation of the credit risk of the security.

The adoption of new rules under the Exchange Act may increase the risk that a Rating Agency Ramp-Up Failure will occur

On August 27, 2014, the SEC adopted Rule 15Ga-2 and Rule 17g-10 to the Exchange Act, which require certain filings or certifications be made in connection with the performance of "due diligence services" for a rated

asset-backed security on or after June 15, 2015. As with any new regulation, it is unknown how accountants and other market participants will react to the new regulations. The new regulations introduce a risk that accountants may not wish to perform due diligence services due to the additional certification requirement or the increased scrutiny compared to services previously provided. If accountants refuse to provide certain accounting reports, the Issuer will not be able to satisfy the Global Rating Agency Condition in connection with the Effective Date Rating Confirmation procedure, as described under "*Use of Proceeds—Effective Date*," this could result in the Noteholders receiving payments of principal significantly earlier than expected if the Issuer is not otherwise able to obtain written confirmation of the initial rating assigned by S&P or Moody's (or deemed confirmation) on the Closing Date to any Class of the Notes.

Investors should consider certain ERISA considerations

If the ownership of any class of Notes which is characterized as equity under the regulation issued by the United States Department of Labor located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") (such regulation, as so modified, the "**Plan Asset Regulation**"), by Benefit Plan Investors were to equal or exceed 25% of the total value of such class, the assets of the Issuer and/or Co-Issuer, as applicable, would be deemed to be "plan assets" under the Plan Asset Regulation. (The Plan Asset Regulation provides that in applying such 25% limitation, Notes held by Controlling Persons must be disregarded.) If for any reason the assets of the Issuer and/or Co-Issuer, as applicable, were deemed to be "plan assets," certain transactions that the Issuer and/or Co-Issuer might enter into, or may have entered into, in the ordinary course of its business might constitute or result in a non-exempt "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code and might have to be rescinded at significant cost to the Issuer and/or the Co-Issuer. The Collateral Manager, on behalf of the Issuer and/or the Co-Issuer, may be prevented from engaging in certain investments or other transactions or fee arrangements because they might be deemed to cause non-exempt prohibited transactions. Moreover, if the underlying assets of the Issuer and/or the Co-Issuer were deemed to be assets constituting plan assets, (i) the assets of the Issuer and/or Co-Issuer could be subject to ERISA's reporting and disclosure requirements, (ii) a fiduciary causing a Benefit Plan Investor to make an investment in the equity of the Issuer and/or Co-Issuer could be deemed to have delegated its responsibility to manage the assets of the Benefit Plan Investor to the Issuer and/or Co-Issuer, (iii) various providers of fiduciary or other services to the Issuer and/or Co-Issuer, and any other parties with authority or control with respect to the Issuer and/or Co-Issuer, could be deemed to be fiduciaries under ERISA or otherwise Parties in Interest or Disqualified Persons by virtue of their provision of such services, and (iv) it is not clear that Section 404(b) of ERISA, which generally prohibits fiduciaries from maintaining the indicia of ownership of assets of Benefit Plan Investors subject to Title I of ERISA outside the jurisdiction of the district courts of the United States, would be satisfied in all instances. The term "**Benefit Plan Investor**" is defined in the Plan Asset Regulation and Section 3(42) of ERISA as (a) any employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to the fiduciary responsibility provisions of Title I of ERISA, (b) any plan to which Section 4975 of the Code applies and (c) any entity or account whose underlying assets include plan assets by reason of such an employee benefit plan or plan's investment in such entity or account.

An equity interest is defined under the Plan Asset Regulation as an interest other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there is little guidance on how this definition applies, the Issuer and/or Co-Issuer believe that the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated as indebtedness without substantial equity features for purposes of the Plan Asset Regulation, although no assurance can be given in this regard. The Class E Notes may, and the Subordinated Notes will likely, be treated as equity interests in the Issuer for purposes of the Plan Asset Regulation.

The Issuer intends, through the use of written or deemed representations, to restrict ownership of the Class E Notes and the Subordinated Notes by Benefit Plan Investors and Controlling Persons so that no assets of the Issuer will be deemed to be "plan assets" subject to Title I of ERISA or Section 4975 of the Code as such term is defined in the Plan Asset Regulation. However, there can be no assurance that ownership of the Class E Notes and the Subordinated Notes by Benefit Plan Investors will always remain below the 25% Limitation established under the Plan Asset Regulation.

See "*Certain ERISA and Related Considerations*" herein for a more detailed discussion of certain ERISA and related considerations with respect to an investment in the Notes.

The Issuer is subject to U.S. anti-money laundering legislation

The Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**"), signed into law on and effective as of October 26, 2001, requires that financial institutions, a term that includes banks, broker-dealers and investment companies, establish and maintain compliance programs to guard against money laundering activities. The USA PATRIOT Act requires the Secretary of the United States Department of the Treasury (the "**Treasury**") to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Financial Crimes Enforcement Network ("**FinCEN**"), an agency of the Treasury, has announced that it is likely that such regulations would require pooled investment vehicles such as the Co-Issuers to enact anti-money laundering policies. In addition, in December 2011, the Director of FinCEN announced that FinCEN is working on a regulatory proposal that would require investment advisers to establish anti-money laundering programs and report suspicious activity. It is possible that there could be promulgated legislation or regulations that would require the Co-Issuers, the Placement Agent or other service providers to the Co-Issuers, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to investors in the Notes. Such legislation and/or regulations could require the Co-Issuers to implement additional restrictions on the transfer of the Notes. The Co-Issuers reserve the right to request such information as is necessary to verify the identity of a beneficial holder of Notes and the source of the payment of subscription monies, or as is necessary to comply with any customer identification programs required by FinCEN and/or the SEC. In the event of delay or failure by the applicant to produce any information required for verification purposes, an application for or transfer of Notes and the subscription monies relating thereto may be refused. See "*Anti-Money Laundering and Anti-Terrorism Requirements and Disclosures*."

The Issuer has the right to require holders of the Notes to sell their holdings in certain circumstances

In certain circumstances, if the Issuer reasonably determines in good faith that a holder or beneficial owner of the Notes does not have the status that it purports to have and such holder or beneficial owner is not otherwise qualified to hold such Notes, or that a holder or beneficial owner of the Notes has failed to comply with its Noteholder Reporting Obligations, the Issuer will have the right to require such holder or beneficial owner to dispose of such holder's or beneficial owner's Notes, as applicable, within 30 days (10 days in the case of a Non-Permitted ERISA Holder) after receipt of a notice from the Issuer that such holder or beneficial owner is not so qualified or has failed to comply with its Noteholder Reporting Obligations, to a person or entity that is qualified to hold such Notes. See "*Transfer Restrictions—Non-Permitted Holder/Non-Permitted ERISA Holder*."

In connection with a Re-Pricing, any Holder of Notes in a Re-Priced Class which does not consent to the proposed Re-Pricing will be required to transfer its Notes in such Re-Priced Class to Holders of Notes in such Re-Priced Class who have consented to such Re-Pricing or to other transferees designated by the Co-Issuers. See "*Description of the Notes—Re-Pricing*."

Potential regulation and enhanced scrutiny of the private investment fund industry

The Dodd-Frank Act provides for a number of changes to the regulatory regime governing investment advisers and private investment funds, including the Collateral Manager (and the Issuer). Among other effects, the Dodd-Frank Act imposed increased recordkeeping and reporting obligations on the Collateral Manager with respect to the Issuer. Records and reports relating to the Issuer that must be maintained by the Collateral Manager and are subject to inspection by the SEC include (i) assets under management and use of leverage (including off-balance-sheet leverage), (ii) counterparty credit risk exposure, (iii) trading and investment positions, (iv) valuation policies and practices of the Issuer, (v) type of assets held, (vi) side arrangements or side letters, (vii) trading practices, and (viii) such other information as the SEC, in consultation with the Financial Stability Oversight Council, determines is necessary and appropriate. While the Dodd-Frank Act subjects such records and reports to certain confidentiality provisions and, as amended, provides a limited exemption from the Freedom of Information Act ("**FOIA**"), no assurance can be given that the mandated disclosure of records or reports to the SEC or other governmental entities will not have a significant negative impact on the Issuer, the Collateral Manager or any individual holder of Notes. Among other things, the costs of compliance with rules and regulations promulgated under the Dodd-Frank Act could have a material adverse impact on the Issuer and the holders of the Notes, particularly the Subordinated Notes.

Relating to the Collateral Manager

The Incentive Collateral Management Fee, the Performance Collateral Management Fee and ownership of Subordinated Notes may create an incentive for the Collateral Manager to seek to maximize the yield on the Collateral Obligations; potential changes in strategy

On each Payment Date or Performance Collateral Management Fee Payment Date, as applicable, the Collateral Manager may be paid the Incentive Collateral Management Fee or the Performance Collateral Management Fee to the extent of funds available and satisfaction of certain conditions on such Payment Date or Performance Collateral Management Fee Payment Date, as applicable, as described in "*Summary of Terms—Priority of Payments*," if the holders of the Subordinated Notes have realized the specified Subordinated Notes Internal Rate of Return as of such Payment Date. In addition, on the Closing Date, one or more Affiliates of the Collateral Manager will purchase, directly or indirectly, U.S.$6,105,000.00 in aggregate principal amount of the Subordinated Notes (of which it intends to retain U.S.$6,105,000.00 in aggregate principal amount as described under "*—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*"). Payment of the Incentive Collateral Management Fee, the Performance Collateral Management Fee and payments on the Subordinated Notes will be dependent to a large extent on the yield earned on the Collateral Obligations. This fee structure and ownership of the Subordinated Notes could create an incentive for the Collateral Manager to manage the Issuer's investments in a manner as to seek to maximize the yield on the Collateral Obligations relative to investments of higher creditworthiness. The Collateral Manager may make more speculative investments in Collateral Obligations because the payment of the Incentive Collateral Management Fee and the Performance Collateral Management Fee and payments on the Subordinated Notes is subordinate to payments on the Secured Notes. Managing the portfolio with the objective of increasing yield, even though the Collateral Manager is constrained by investment restrictions described in "*Security for the Secured Notes*," could result in an increase in defaults or volatility and could contribute to a decline in the aggregate market value of the Collateral Obligations. Furthermore, within the limitations set forth in the Indenture, the Collateral Manager may pursue different or varied strategies at any time which could result in losses for the Issuer.

The Issuer will depend on the managerial expertise available to the Collateral Manager and its key personnel

The performance of an investment in the Notes will be in part dependent on the analytical and managerial expertise of the investment professionals of the Collateral Manager. The prior investment results of persons associated with the Collateral Manager or any other entity or person described herein are not indicative of the Issuer's future investment results. The nature of, and risks associated with, the Issuer's future investments may differ substantially from those investments and strategies undertaken historically by such persons and entities. There can be no assurance that the Issuer's investments will perform as well as the past investments of any such persons or entities. In addition, such past investments may have been made utilizing a leveraged capital structure, an asset mix and fee arrangements that are different from the anticipated capital structure, asset mix and fee arrangements of the Issuer. Moreover, because the investment criteria that govern investments in the Issuer's portfolio do not govern the Collateral Manager's prior investments and prior investment strategies generally, current investments conducted in accordance with such current criteria, and the results they yield, are not directly comparable with, and may differ substantially from other investments undertaken by the Collateral Manager.

Because the composition of the Assets will vary over time, the performance of the Notes depends heavily on the skills of the Collateral Manager in analyzing, selecting and managing the Collateral Obligations. As a result, the Issuer will be highly dependent on the analytical and managerial experience of the Collateral Manager and certain of its officers and employees to whom the task of managing the Assets has been assigned. Certain employment arrangements between those employees and the Collateral Manager may exist, but the Issuer is not, and will not be, a direct beneficiary of such arrangements, which arrangements are in any event subject to change without the consent of the Issuer. Such officers and employees may cease to be associated with the Collateral Manager at any time and the loss of such officers or employees could have a material adverse effect on the performance of the Collateral Manager.

In addition, in certain events the Collateral Manager may resign or may be terminated pursuant to the Collateral Management Agreement. See "*The Collateral Management Agreement*."

The investment professionals of the Collateral Manager will attend to matters unrelated to the investment activities of the Issuer

The Collateral Manager has informed the Issuer that the investment professionals associated with the Collateral Manager are actively involved in other investment activities not concerning the Issuer and will not devote all of their time to the Issuer's business and affairs. In addition, individuals not currently associated with the Collateral Manager may become associated with the Collateral Manager and the performance of the Collateral Obligations may also depend on the financial and managerial experience of such individuals. See "*The Collateral Management Agreement*" and "*The Collateral Manager*."

The Collateral Manager may enter into arrangements with holders of the Subordinated Notes relating to retention of the Notes and creating certain obligations

The Collateral Manager may enter into arrangements with current or future holders of the Subordinated Notes pursuant to which the Collateral Manager may agree to retain all or a portion of the Collateral Manager Notes and may agree to purchase additional Notes if necessary to comply with the U.S. Risk Retention Rules. The Collateral Manager may, after the Closing Date, enter into other similar arrangements with other holders of the Notes or amend or terminate any such existing arrangements. No holder of the Notes will have the right to review (or to receive the economic or other benefits of) any of such arrangements to which it is not a party. Such arrangements may affect the incentives of the Collateral Manager in managing the Collateral Obligations and may also affect the actions of such Noteholder in taking any actions it may be permitted to take under the Indenture, including votes concerning amendments. Further, any obligation to purchase additional Notes in order to comply with the U.S. Risk Retention Rules could require a significant additional capital investment and may require the Collateral Manager or its Affiliates to purchase such Notes in the open market at prices and on terms and conditions which the Collateral Manager and/or such Affiliates do not consider favorable. In addition, if the Collateral Manager fails to comply with the terms and conditions of such agreements, the Collateral Manager may be subject to claims which could have a material adverse effect on its financial condition or ability to perform its obligations under the Collateral Management Agreement. See "*Risk Factors—General Economic Risks—U.S. Risk Retention Rules may affect future actions of the Issuer and negatively impact the leverage loan market*" and "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements*."

The Collateral Manager may enter into arrangements with holders of the Subordinated Notes or other Noteholders relating to a portion of the Subordinated Collateral Management Fee

The Collateral Manager may from time to time enter into arrangements with holders of the Subordinated Notes, including Affiliates of the Collateral Manager, pursuant to which the Collateral Manager may rebate or direct the Trustee to pay such holder(s), or otherwise not receive from such holders, a portion of its Subordinated Collateral Management Fee. No holder of the Notes will have the right to review (or to receive the economic or other benefits of) any of such arrangements to which it is not a party. The Collateral Management Agreement will provide that any successors or assigns of the Collateral Manager will be subject to and bound by the terms of any previously existing agreements entered into by the Collateral Manager. This may make it more difficult to assign the Collateral Management Agreement or to find a successor Collateral Manager upon a resignation or removal of the Collateral Manager. Such arrangements may affect the incentives of the Collateral Manager in managing the Collateral Obligations and may also affect the actions of such Noteholder in taking any actions it may be permitted to take under the Indenture, including votes concerning amendments.

Certain investors identified by the Collateral Manager hold a majority of the Subordinated Notes which may give the Collateral Manager an incentive to take actions that vary from the interests of the other holders of the Notes

Certain unaffiliated investors identified by the Collateral Manager will acquire a majority of the Subordinated Notes directly from the Issuer on the Closing Date. Such Notes are not expected to constitute Collateral Manager Notes. The Collateral Managers have, and may in the future enter into, separate relationships and transactions with such unaffiliated investors and/or their affiliates. In addition, the Collateral Manager, its clients or Affiliates, or funds managed by its Affiliates will acquire on the Closing Date interests in, and may in the future acquire additional interests in, one or more other Classes of Notes. Except as otherwise specified herein, none of the Collateral Manager, its clients or Affiliates, or any fund managed by its Affiliates, is required to retain any Subordinated Notes or any other Notes subsequently acquired by such Person. As a holder of Subordinated Notes,

such Persons or Affiliates of the Collateral Manager will be eligible to vote for or against an optional redemption of the Notes. Each holder of Subordinated Notes that constitute Collateral Manager Notes will be entitled to vote the Aggregate Outstanding Amount of its Subordinated Notes held other than in connection with: (i) the termination of the Collateral Management Agreement or removal of the Collateral Manager, in each case, for "cause" pursuant to the Collateral Management Agreement and (ii) the waiver of any event constituting "cause" as a basis for termination of the Collateral Management Agreement and removal of the Collateral Manager. See *"—Risks Relating to Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*." In addition, the interests of the holders of the Subordinated Notes may be different from, or adverse to, the interests of holders of the other Classes of Notes.

Potential litigation and regulatory actions may materially and adversely affect the Collateral Manager

There can be no assurance that the Collateral Manager or its affiliates will avoid potential litigation or regulatory actions under existing laws (including the U.S. Risk Retention Rules) or laws enacted in the future. Recent SEC enforcement actions and settlements involving U.S.-based private fund advisers have involved a number of issues, including undisclosed legal fee arrangements affording the applicable adviser with greater discounts than those afforded to funds advised by such adviser and the undisclosed acceleration of certain special fees. In addition, the failure by the Collateral Manager to comply with the U.S. Risk Retention Rules may result in regulatory actions and other proceedings being brought against the Collateral Manager. If the SEC or any other governmental authority takes issue with the practices of the Collateral Manager or any of its Affiliates as they pertain to any of the foregoing, the Collateral Manager and/or any such Affiliates will be at risk for regulatory sanction. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against the Collateral Manager and/or such Affiliates was small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these sanctions could harm the Co-Issuers, the Collateral Manager and/or their respective Affiliates' reputations which may adversely affect the market value and/or liquidity of the Notes. There is also a material risk that governmental authorities in the United States and beyond will continue to adopt new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or enhance the interpretation or enforcement of existing laws and regulations including the U.S. Risk Retention Rules. Any such events or changes could occur during the term of the Notes and may materially and adversely affect the Collateral Manager and its ability to operate and/or pursue its management strategies on behalf of the Issuer. Such risks are often difficult or impossible to predict, avoid or mitigate in advance.

Relating to the Collateral Obligations

Below investment-grade Collateral Obligations involve particular risks

The Collateral Obligations will consist primarily of non-investment grade loans or interests in non-investment grade loans, which are subject to liquidity, market value, credit, interest rate, reinvestment and certain other risks. It is anticipated that the Collateral Obligations generally will be subject to greater risks than investment grade corporate obligations. These risks could be exacerbated to the extent that the portfolio is concentrated in one or more particular types of Collateral Obligations.

Prices of the Collateral Obligations may be volatile, and will generally fluctuate due to a variety of factors that are inherently difficult to predict, including but not limited to changes in interest rates, prevailing credit spreads, general economic conditions, financial market conditions, domestic and international economic or political events, developments or trends in any particular industry, and the financial condition of the obligors of the Collateral Obligations. The current uncertainty affecting the United States economy and the global economy, including economies of other countries in which issuers of Collateral Obligations are Domiciled, and the possibility of increased volatility in financial markets could adversely affect the value and performance of the Collateral Obligations. Additionally, loans and interests in loans have significant liquidity and market value risks since they are not generally traded in organized exchange markets but are traded by banks and other institutional investors engaged in loan syndications. Because loans are privately syndicated and loan agreements are privately negotiated and customized, loans are not purchased or sold as easily as publicly traded securities. In addition, historically the trading volume in the loan market has been small relative to the debt securities market.

Leveraged loans have historically experienced greater default rates than has been the case for investment grade securities. There can be no assurance as to the levels of defaults and/or recoveries that may be experienced on the Collateral Obligations, and an increase in default levels could adversely affect payments on the Notes.

A significant portion (up to 50.0% of the Collateral Principal Amount) of the Collateral Obligations may be Cov-Lite Loans (please see the definition of the term "Cov-Lite Loan"). Cov-Lite Loan documents either do not contain any financial covenants (obligating the underlying borrower to comply with certain financial ratios, such as debt service coverage ratios or leverage ratios) or only contain Incurrence Covenants (please see the definition of the term "Incurrence Covenant"). Financial covenants are usually designed to enable lenders to monitor the financial condition of the underlying borrower, to restrict the ability of the underlying borrower to change significantly its operations, to restrict the ability of the underlying borrower to enter into other significant transactions that could affect the underlying borrower's ability to repay its debts, and to permit a lender to either default the underlying borrower or restructure the loan to such underlying borrower in order to maximize the lender's recovery on such loan.

In recent years, the prevalence of Cov-Lite Loans in the United States leveraged loan market has increased significantly, driven by what some market participants and observers believe is an increased investor demand for leveraged loans and other leveraged-loan products as well as other factors. Therefore, many (or most) of the Collateral Obligations that will be available for purchase by the Issuer in the secondary loan market will be Cov-Lite Loans. It is very likely that, on the Closing Date and for as long as the Notes are outstanding, the Issuer will purchase a significant number of Cov-Lite Loans.

Historically, Cov-Lite Loans were offered by lenders only to borrowers considered to have strong credit profiles. However, more recently, many market participants and observers have expressed the concern that Cov-Lite Loans are being made more frequently to borrowers with weaker credit profiles. As a result of the foregoing and the ability of the Issuer to purchase and own a significant number of Cov-Lite Loans, the Issuer (and, therefore, holders of the Notes) may be exposed to heightened credit and price volatility, reduced liquidity and ability to restructure loans and other risks related to the Collateral Obligations. Breaches of the financial covenants in loans that are not Cov-Lite Loans alert lenders to the fact (or the possibility) that a borrower is experiencing, or may experience, financial difficulty or that a borrower may become insolvent, each of which, if not averted, might reduce a lender's ability to recover amounts due to it under the loan or, ultimately, might decrease the amount of a lender's recovery. Some market participants or observers view breaches of these financial covenants as an "early-warning system" that enables a lender to put the borrower in default or to restructure the loan in a manner that might maximize or enhance a lender's ultimate recovery on the loan. Because Cov-Lite Loans do not contain financial covenants (or contain only limited financial covenants), a lender of a Cov-Lite Loan will not have the benefit of this "early-warning system," exposing such lender to more risk and potentially greater losses than such lender would have been exposed had the loan been documented with financial covenants.

It is also important for any potential holder of a Note to understand that, according to the Indenture, a loan that does not include any financial covenants will not be considered, for all purposes other than determination of the S&P Recovery Rate, to be a Cov-Lite Loan if such loan's documentation contains a cross default provision to, or is *pari passu* with, another loan of the underlying obligor forming part of the same loan facility that requires the underlying obligor to comply with a Maintenance Covenant. Therefore, many loans that do not include financial covenants in their own underlying documentation (and that would otherwise be considered to be Cov-Lite Loans but for such qualification in the definition of the term Cov-Lite Loan) will not be considered to be Cov-Lite Loans under the Indenture. Therefore, such loans will not be taken into account when imposing the 50.0% concentration limit on Cov-Lite Loans that is described above.

Prospective investors in the Notes are advised to take these risks into consideration when deciding whether or not to purchase any of the Notes and should understand that the inclusion of Cov-Lite Loans in the Collateral Obligations might have an adverse effect on the Issuer's ability to fully and promptly make payments on the Notes.

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 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 reduction in the interest rate, a substantial write-down of principal, and a substantial change in the terms, conditions and

covenants with respect to such Defaulted Obligation. In addition, such negotiations or restructuring may be quite extensive and protracted over time, and therefore may result in substantial uncertainty with respect to the ultimate recovery on such Defaulted Obligation. 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 to the minimum recovery rate assumed by each Rating Agency in rating the Secured Notes or any recovery rate used in connection with any analysis of the Notes that may have been prepared by the Placement Agent for or at the direction of holders of any Notes.

Credit ratings are not a guarantee of quality

The following considerations apply, to the extent relevant, to the ratings of the Collateral Obligations and the Notes:

Credit ratings of assets represent the rating agencies' opinions regarding their credit quality and are not a guarantee of quality. A credit rating is not a recommendation to buy, sell or hold assets and may be subject to revision or withdrawal at any time by the assigning rating agency, including to the extent the Issuer does not comply with its covenants to enable the Rating Agencies to comply with their obligations under Rule 17g-5 of the Exchange Act. See *"—Relating to the Notes—Rating agencies may have certain conflicts of interest; and the Secured Notes may receive an unsolicited rating, which may have an adverse effect on the liquidity or the market price of the Secured Notes*." In the event that a rating assigned to any Collateral Obligation is lowered for any reason, no party is obligated to provide any additional support or credit enhancement with respect to such Collateral Obligation. Rating agencies attempt to evaluate the safety of principal and interest payments and do not evaluate the risks of fluctuations in market value; therefore, ratings may not fully reflect the true risks of an investment. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that an obligor's current financial condition may be better or worse than a rating indicates. Consequently, credit ratings of any Collateral Obligation should be used only as a preliminary indicator of investment quality and should not be considered a completely reliable indicator of investment quality. Rating reductions or withdrawals may occur for any number of reasons and may affect numerous assets at a single time or within a short period of time, with material adverse effects upon the Notes. It is possible that many credit ratings of assets included in or similar to the Collateral Obligations will be subject to significant or severe adjustments downward. See "*—Relating to the Notes—Future actions of any Rating Agency can adversely affect the market value or liquidity of the Notes*."

Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date

The Issuer, upon the advice of the Collateral Manager, has purchased, and may continue to purchase and enter into binding commitments prior to the Closing Date to purchase, loans ("**Warehoused Assets**") which are expected to satisfy the requirements applicable to Collateral Obligations to be set forth in the Indenture. The Collateral Manager (on behalf of the Issuer) has used, and will continue to use until the Closing Date, proceeds from the sale of preference shares of the Issuer to two majority-owned affiliates of the Collateral Manager (the "**Investors**") and the proceeds of loans under a revolving loan agreement among the Issuer, the Collateral Manager, Royal Bank of Canada, as administrative agent (the "**Warehouse Administrative Agent**"), Citibank, N.A., as collateral custodian ("**Collateral Custodian**") and Royal Bank of Canada, as the lender thereto (the "**Warehouse Lender**") (as amended, the "**Warehouse Facility**") to purchase Warehoused Assets. Under the terms of the Warehouse Facility, the Collateral Manager has the responsibility for the selection of the Warehoused Assets, subject to the Warehouse Administrative Agent's right to approve or reject (in accordance with the terms of the Warehouse Facility) any debt obligation or other security that is selected by the Collateral Manager for acquisition by the Issuer. The loans under the Warehouse Facility are secured by a pledge of all assets of the Issuer to the Collateral Custodian. A significant portion of the interest income paid or payable on the Warehoused Assets on or prior to the Closing Date is expected to be paid to the Warehouse Lender in consideration for providing such financing, with the remainder used on the Closing Date to pay a return on the preference shares issued to the Investors. Any interest and delayed compensation that has accrued on Warehoused Assets but remains unpaid on the Closing Date ("**Warehoused Asset Accrued Interest**") will be purchased by the Issuer with the proceeds of the issuance of the Notes as part of the purchase price for such Warehoused Assets. When the Warehoused Asset Accrued Interest is paid to the Issuer, the Issuer will retain such amounts. On the Closing Date, the proceeds from the issuance of the Notes will be used to repay the Issuer's obligations to the Warehouse Lender in full, pay certain fees and expenses owed under the Warehouse

Facility, and to redeem the preference shares held by the Investors. To the extent the Closing Date does not occur, the Investors and the Warehouse Lender will be exposed to losses with respect to the financing they provided in connection with the purchase of the Warehoused Assets. This risk may provide an incentive for the Placement Agent, the Warehouse Equity Investors and the Collateral Manager to close the transaction in non-optimal conditions.

Various potential and actual conflicts of interest may arise from the Placement Agent's role as Warehouse Administrative Agent and as Warehouse Lender, as described under "*—Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates*."

Additional Assets have been directly selected by the Collateral Manager and then purchased by the Issuer on or before the Closing Date with proceeds from the sale of preference shares of the Issuer to the Investors (the "**Investor Financed Assets**"). The acquisition of the Investor Financed Assets by the Issuer has been effected according to terms prevailing in the market at the respective times of the respective acquisitions thereof. On the Closing Date, the Issuer will apply a portion of the proceeds from the issuance of the Notes to redeem the preference shares held by the Investors in connection with the purchase of the Investor Financed Assets for a redemption price that would reflect the purchase price of such Investor Financed Assets at the time of purchase by the Issuer *plus* any interest and delayed compensation that has accrued on Investor Financed Assets but remains unpaid on the Closing Date ("**Investor Financed Accrued Interest**", and together with Warehoused Asset Accrued Interest, "**Warehouse Principal Financed Accrued Interest**"). When the Investor Financed Accrued Interest is paid to the Issuer, the Issuer will retain such amounts.

The Warehoused Assets and Investor Financed Assets acquired prior to the Closing Date by the Issuer collectively shall be the "**Pre-Closing Collateral Obligations**." The purchases of any Pre-Closing Collateral Obligations will be required to be consistent with the investment guidelines of the Issuer, the other restrictions contained in the Warehouse Facility and applicable law.

Certain of the Pre-Closing Collateral Obligations to be acquired by the Issuer will be purchased from AMMC CLO IX, Limited ("**AMMC CLO IX**"), an outstanding collateralized loan obligation issuer. AMMC CLO IX is an exempted company that was incorporated with limited liability in December 2011 under the laws of the Cayman Islands for the sole purpose of acquiring a portfolio of collateral obligations and issuing debt and equity securities. For further details, see "*Risk Factors—Relating to the Collateral Obligations-AMMX CLO IX Purchases*." The Collateral Manager serves as the collateral manager for AMMC CLO IX and affiliates of the Collateral Manager owns approximately 51.1% of the equity securities issued by AMMC CLO IX. The Pre-Closing Collateral Obligations acquired from AMMC CLO IX were acquired based on prices available from an independent third-party pricing service. The Collateral Manager believes such prices reflect market prices, but there are no assurances that such Pre-Closing Collateral Obligations could be purchased or sold at such prices.

The prices paid for each Pre-Closing Collateral Obligation will be the price thereof on the date the Issuer entered into the commitment to purchase such Pre-Closing Collateral Obligations, which may be greater or less than the market value thereof on the Closing Date *plus* the amount of any Warehouse Principal Financed Accrued Interest thereon. In addition, although such Pre-Closing Collateral Obligations are expected to satisfy the limitations applicable to Collateral Obligations at the time of purchase, because of events occurring between the purchase or commitment to purchase and the Closing Date, such Pre-Closing Collateral Obligations may not satisfy such limitations on the Closing Date.

There can be no assurance that the market value of any Pre-Closing Collateral Obligation owned by the Issuer on the Closing Date will be equal to or greater than the price paid therefor by the Issuer. In addition, events occurring between the date hereof and on or prior to the Closing 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 Pre-Closing Collateral Obligations, the timing of purchases during the period preceding the Closing Date and a number of other factors beyond the Issuer's control (such as the condition of certain financial markets, general economic conditions and U.S. and international political events), could adversely affect the market value of the Pre-Closing Collateral Obligations purchased during such period. To the extent that any losses are suffered on Collateral Obligations that were Pre-Closing Collateral Obligations, such losses will be borne by the holders of the Notes, beginning with the Subordinated Notes as the most junior Class.

By its purchase of the Notes, each holder is deemed to have consented on behalf of itself to the purchase and valuation of the Pre-Closing Collateral Obligations by the Issuer in the manner and pursuant to the arrangements described above. Upon request of any initial holder (or prospective initial holder) of Notes, the Collateral Manager will supply a list of Collateral Obligations purchased (or expected to be purchased) by the Issuer under the arrangements set forth above.

If the issuance of the Notes does not occur, the Pre-Closing Collateral Obligations may be liquidated and the Warehouse Lender, the Collateral Manager and/or Affiliates of the Collateral Manager may suffer a loss. This risk may provide an incentive for the Placement Agent and the Collateral Manager to close the transaction in non-optimal conditions.

Holders of the Notes will receive limited disclosure about the Collateral Obligations

The Issuer and the Collateral Manager will not be required to provide, and may be prohibited from providing, the holders of the Notes, the Trustee or the Subordinated Note Issuing and Paying Agent with financial or other information (which may include material non-public information) it receives pursuant to the Collateral Obligations and related documents. The Collateral Manager also will not be required to disclose to any of these parties the contents of any notice it receives pursuant to the Collateral Obligations or related documents. In particular, the Collateral Manager will not have any obligation to keep any of these parties informed as to matters arising in relation to any Collateral Obligations, except with respect to: (i) the receipt or non-receipt, on an aggregate basis, of principal, interest, or other amounts of collections or recoveries; (ii) the cancellation of any Collateral Obligations; (iii) default amounts in respect of the Collateral Obligations; and (iv) certain other information required to be reported under the Collateral Management Agreement and the Indenture.

The holders of the Notes, the Trustee and the Subordinated Note Issuing and Paying Agent will not have any right to inspect any records relating to the Collateral Obligations, and the Collateral Manager will not be obligated to disclose any further information or evidence regarding the existence or terms of, or the identity of any obligor on, any Collateral Obligations, unless specifically required by the Collateral Management Agreement; *provided* that (a) the Trustee will not disclose such further information or evidence to any third party except (i) to the extent disclosure may be required by law or any governmental or regulatory authority and (ii) to the extent that the Trustee, in its sole discretion, may determine that such disclosure is consistent with its obligations under the Indenture and (b) the Trustee may disclose on a confidential basis any such information to its agents, attorneys and auditors in connection with the performance of its obligations under the Indenture. Furthermore, the Collateral Manager may, with respect to any information that it elects to disclose, demand that persons receiving such information execute confidentiality agreements before being provided with the information.

Lender liability considerations and equitable subordination can affect the Issuer's rights with respect to Collateral Obligations

A number of judicial decisions have upheld judgments of borrowers against lending institutions on the basis of various evolving legal theories, collectively termed "**lender liability**." Generally, lender liability is founded on the premise that a lender has violated a duty (whether implied or contractual) of good faith, commercial reasonableness and fair dealing, or a similar duty owed to the borrower or has assumed an excessive degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower or its other creditors or shareholders. Because of the nature of the Collateral Obligations, the Issuer may be subject to allegations of lender liability.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender (a) intentionally takes an action that results in the undercapitalization 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 to the claims of the disadvantaged creditor or creditors, a remedy called "**equitable subordination**." Because of the nature of the Collateral Obligations, the Collateral Obligations may be subject to claims of equitable subordination.

Because Affiliates of, or persons related to, the Collateral Manager may hold equity or other interests in obligors of Collateral Obligations, the Issuer could be exposed to claims for equitable subordination or lender liability or both based on such equity or other holdings.

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

Loan prepayments may affect the ability of the Issuer to invest and reinvest available funds in appropriate Assets

Loans are generally prepayable in whole or in part at any time at the option of the obligor thereof at par *plus* accrued unpaid interest thereon. Prepayments on loans may be caused by a variety of factors which are often difficult to predict. Consequently, there exists a risk that loans 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 Obligations with comparable interest rates that satisfy the Investment Criteria specified herein may adversely affect the timing and amount of payments received by the holders of Notes and the yield to maturity of the Secured Notes and the distributions on the Subordinated Notes. There is no assurance that the Issuer will be able to reinvest proceeds in assets with comparable interest rates that satisfy the Investment Criteria or (if it is able to make such reinvestments) as to the length of any delays before such investments are made.

The Issuer may not be able to acquire Collateral Obligations that satisfy the Investment Criteria

A portion of the initial Collateral Obligations is expected to be purchased after the Closing Date as described herein. The ability of the Issuer to acquire an initial portfolio of Collateral Obligations that satisfies the Investment Criteria at the projected prices, ratings, rates of interest and any other applicable characteristics will be subject to market conditions and availability of such Collateral Obligations. Any inability of the Issuer to acquire Collateral Obligations that satisfy the Investment Criteria specified herein may adversely affect the timing and amount of payments received by the holders of Notes and the yield to maturity of the Secured Notes and the distributions on the Subordinated Notes. In addition, the Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, on any Payment Date during the Reinvestment Period if the Collateral Manager notifies the Trustee that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would satisfy the Investment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations. See "*The Secured Notes are subject to Special Redemption based on inability to identify Collateral Obligations*." There is no assurance that the Issuer will be able to acquire Collateral Obligations that satisfy the Investment Criteria.

Investing in loans involves particular risks

Loans may become non-performing for a variety of reasons and may require substantial workout negotiations or restructuring that may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of principal. While the Issuer may have limited rights to participate in such workout negotiations or restructuring and voting rights with respect to interests in loans it owns through assignments, the Issuer might not own a large enough interest to control any such activities or votes. In addition, when the Issuer holds a loan participation, it might not have voting rights with respect to any waiver of enforcement of any restrictive covenant breached by a borrower. As discussed further below under "*—Risks of Participations*," selling institutions commonly reserve such voting rights, may have interests different from those of the Issuer and might not consider the interests of the Issuer in connection with their votes.

Loans are generally subject to liquidity risks and, in some cases, credit risks. Loans are not generally traded on established trading exchanges but are traded by banks, dealers and other institutional investors engaged in syndications, trading and investment. Consequently, there can be no assurance that there will be any market for any loan if the Issuer is required to sell or otherwise dispose of such loan.

The purchaser of an assignment of an interest in a loan typically succeeds to all the rights and obligations of the assigning selling institution and becomes a lender under the loan agreement with respect to that loan. As a purchaser of an assignment, the Issuer generally will have the same voting rights as other lenders under the applicable loan agreement, including the right to vote to waive enforcement of breaches of covenants or to enforce compliance by the borrower with the terms of the loan agreement, and the right to set off claims against the borrower and to have recourse to collateral supporting the loan. Assignments are, however, arranged through private negotiations between assignees and assignors, and in certain cases the rights and obligations acquired by the purchaser of an assignment may differ from, and be more limited than, those held by the assigning selling institution.

Assignments and participations are sold strictly without recourse to the selling institutions, and the selling institutions will generally make no representations or warranties about the underlying loan, the borrowers, the documentation of the loans or any collateral securing the loans. In addition, the Issuer will be bound by provisions of the underlying loan agreements, if any, that require the preservation of the confidentiality of information provided by the borrower. Depending on the terms of the underlying loan documentation, consent of the borrower may be required for an assignment. Because of certain factors including confidentiality provisions, the unique and customized nature of the loan agreement, and the private syndication of the loan, loans are not purchased or sold as easily as are publicly traded securities.

The Assets may include Second Lien Loans and Unsecured Loans that are subordinated in right of payment to senior secured loans and other secured debt obligations of the related obligor. Accordingly, they are subject to a greater risk than senior secured loans that the available cash flows and, in the case of Second Lien Loans, the property, if any, securing such loans may be insufficient to make the scheduled payments and they may be subject to a higher degree of credit risk and more price volatility and may be less liquid than senior secured loans. Second Lien Loans may be subordinated to senior secured debt obligations with respect to specific collateral of the obligor and, in the event that the proceeds or value of such collateral is insufficient to repay the first lien debt obligations, the Second Lien Loans will likely suffer a loss of principal and interest. Unsecured Loans will not have the benefit of collateral. Second Lien Loans and Unsecured Loans will generally have rights that are subordinated to those of the senior secured debt obligations. Second Lien Loans and Unsecured Loans are subject to the same risks as senior secured loans, including credit risk, market risk, liquidity risk and interest rate risk. However, due to the subordinated nature of these loans they involve a higher degree of overall risk than the senior secured loans of the same obligor.

Risk of Participations

As discussed further above under "*—Investing in loans involves particular risks*," the Issuer may acquire interests in loans either directly (by way of assignment from the selling institution) or indirectly (by purchasing a Participation Interest from the selling institution). As described in more detail below, holders of Participation Interests are subject to additional risks not applicable to a holder of a direct interest in a loan.

Participations by the Issuer in a selling institution's portion of a loan typically result in a contractual relationship only with such selling institution, not with the borrower. In the case of a Participation Interest, the Issuer will generally have the right to receive payments of principal, interest and any fees to which it is entitled only from the institution selling the participation and only upon receipt by such selling institution of such payments from the borrower. By holding a Participation Interest in a loan, the Issuer generally will have no right to enforce compliance by the borrower with the terms of the loan agreement, nor any rights of set off against the borrower, and the Issuer may not directly benefit from the collateral supporting the loan in which it has purchased the participation. As a result, the Issuer will assume the credit risk of both the borrower and the institution selling the participation, which will remain the legal owner of record of the applicable loan. In the event of the insolvency of the selling institution, the Issuer, by owning a Participation Interest, may be treated as a general unsecured creditor of the selling institution, and may not benefit from any set off between the selling institution and the borrower. In addition, the Issuer may purchase participations from a selling institution that does not itself retain any portion of the applicable 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 Interest in a loan it will not have the right to vote under the applicable loan agreement with respect to every matter that arises thereunder, and it is expected that each selling institution will reserve the right to administer the loan sold by it as it sees fit and to amend the documentation evidencing such loan in all respects. Selling institutions voting in connection with such matters

may have interests different from those of the Issuer and may fail to consider the interests of the Issuer in connection with their votes.

Certain of the loans or Participation Interests may be governed by the law of a jurisdiction other than a United States jurisdiction. The Issuer is unable to provide any information with respect to the risks associated with purchasing a loan or a Participation Interest under an agreement governed by the laws of a jurisdiction other than a United States jurisdiction, including characterization under such laws of such Participation Interest in the event of the insolvency of the institution from whom the Issuer purchases such Participation Interest. See also "— *International Investing*" below.

The purchaser of an assignment of an interest in a loan typically succeeds to all the rights and obligations of the assigning selling institution and becomes a lender under the loan agreement with respect to that loan. As a purchaser of an assignment, the Issuer generally will have the same voting rights as other lenders under the applicable loan agreement, including the right to vote to waive enforcement of breaches of covenants or to enforce compliance by the borrower with the terms of the loan agreement, and the right to set off claims against the borrower and to have recourse to collateral supporting the loan. Assignments are, however, arranged through private negotiations between assignees and assignors, and in certain cases the rights and obligations acquired by the purchaser of an assignment may differ from, and be more limited than, those held by the assigning selling institution.

Assignments and participations are sold strictly without recourse to the selling institutions, and the selling institutions will generally make no representations or warranties about the underlying loan, the borrowers, the documentation of the loans or any collateral securing the loans. In addition, the Issuer will be bound by provisions of the underlying loan agreements, if any, that require the preservation of the confidentiality of information provided by the borrower. Because of certain factors including confidentiality provisions, the unique and customized nature of the loan agreement, and the private syndication of the loan, loans are not purchased or sold as easily as are publicly traded securities.

Limited control of administration and amendment of Collateral 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. Subject to compliance with the Investment Guidelines, the Collateral Manager will direct the exercise and enforcement, or direct the Issuer to refrain from exercising and enforcing, any or all of the Issuer's rights in connection with the Collateral Obligations or any related documents and will direct consents or rejections of amendments or waivers of the terms of any Collateral Obligation and related documents in accordance with its portfolio management practices and the standard of care specified in the Collateral Management Agreement. Subject to compliance with the Investment Guidelines, the Collateral Manager's ability to change the terms of the Collateral Obligations will generally not otherwise be restricted by the Indenture. The holders of Notes will not have any right to compel the Collateral Manager to take or refrain from taking any actions other than in accordance with its portfolio management practices and the standard of care specified in the Collateral Management Agreement.

The Collateral Manager may, in accordance with its portfolio management standards and subject to the Transaction Documents, agree to extend or defer the maturity, or adjust the outstanding balance of any Collateral Obligation, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of a Collateral Obligation 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 Secured Notes or distributions on the Subordinated Notes.

Voting restrictions on syndicated loans for minority holders

The Issuer will generally purchase each Collateral Obligation 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. Generally, the terms and conditions of these loan facilities may be amended, modified or waived only by the agreement of the lenders, and any such agreement must include 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 a Collateral Obligation 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 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.

Participation on Creditors' Committees

Subject to compliance with the Investment Guidelines, the Issuer may participate on committees formed by creditors to negotiate the management of financially troubled companies that may or may not be in bankruptcy. The participants on such a committee will attempt to achieve an outcome that is in their respective individual best interests and there can be no assurance that results that are the most favorable to the Issuer will be obtained in such proceedings. By participating on such committees, the Issuer may be deemed to have duties to other creditors represented by the committees, which might thereby expose the Issuer to liability to such other creditors who disagree with the Issuer's actions.

Limited funds available to the Issuer to pay its Management Fees and Administrative Expenses

The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Manager, the Collateral Administrator and the Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited as described in "*Description of the Notes—Priority of Payments*." In the event that such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and 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. In addition, service providers who are not paid in full, including the Administrator which provides the directors to the Issuer, have the right to resign. This could lead to the Issuer being in default under the Companies Law (2016 Revision) of the Cayman Islands and potentially being struck from the register of companies of the Cayman Islands and dissolved.

Third Party Litigation

The Issuer's investment activities subject it to the normal risks of becoming involved in litigation by third parties. This risk would be somewhat greater if the Issuer were to exercise control or significant influence over a company's direction. See "*—Lender liability considerations and equitable subordination can affect the Issuer's rights with respect to Collateral Obligations*." The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would, absent acts or omissions constituting bad faith, fraud, willful misconduct or gross negligence in the performance of the Collateral Manager of its obligations under the Collateral Management Agreement and under the applicable terms of the Indenture, be borne by the Issuer and would reduce the Interest Proceeds and Principal Proceeds available for distribution and the Issuer's net assets.

Concentration risk

The Issuer will invest in a portfolio of Collateral Obligations consisting of assignments of or Participation Interests in loans. Although no significant concentration with respect to any particular obligor, industry or country (other than the United States) 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. See "*Security for the Secured Notes*."

International Investing

A portion of the Assets may consist of Collateral Obligations that are obligations of non-U.S. obligors. Investing outside the United States may involve greater risks than investing in the United States. These risks include: (i) less publicly available information, (ii) varying levels of governmental regulation and supervision and (iii) the difficulty of enforcing legal rights in a non-U.S. jurisdiction and uncertainties as to the status, interpretation and application of laws. Moreover, non-U.S. obligors may not be subject to uniform accounting, auditing and

financial reporting standards, practices and requirements comparable to those applicable to United States companies. Generally, there is less governmental supervision and regulation of exchanges, brokers and issuers in foreign countries than there is in the United States. For example, there may be no comparable provisions under certain foreign laws with respect to insider trading and similar investor protection afforded by securities laws that apply with respect to securities transactions consummated in the United States. Moreover, if the sovereign rating of a country in which an obligor on a Collateral Obligation is located is downgraded, the ratings applicable to such Collateral Obligation may decline as well.

Foreign markets also have different clearance and settlement procedures, and in certain markets there have been times when settlements have failed to keep pace with the volume of securities transactions, making it difficult to conduct such transactions. Delays in settlement could result in periods when assets of the Issuer are uninvested and no return is earned thereon. The inability of the Issuer to make intended purchases of Collateral Obligations due to settlement problems or the risk of intermediary counterparty failures could cause the Issuer to miss investment opportunities. The inability to dispose of a Collateral Obligation due to settlement problems could result either in losses to the Issuer due to subsequent declines in the value of such Collateral Obligation or, if the Issuer has entered into a contract to sell the security, could result in possible liability to the purchaser. Transaction costs of buying and selling foreign securities, including brokerage, tax and custody costs, also are generally higher than those involved in domestic transactions. Furthermore, foreign financial markets, while generally growing in volume, have, for the most part, substantially less volume than U.S. markets, and securities of many foreign companies are less liquid and their prices more volatile than securities of comparable domestic companies.

In many foreign countries, there is the possibility of expropriation, nationalization or confiscatory taxation, limitations on the convertibility of currency or the removal of securities, property or other assets of the Issuer, political, economic or social instability or adverse diplomatic developments, each of which could have an adverse effect on the Issuer's investments in such foreign countries (which may make it more difficult to pay U.S. Dollar-denominated obligations). The economies of individual non-U.S. countries may also differ favorably or unfavorably from the U.S. economy in such respects as growth of gross domestic product, rate of inflation, volatility of currency exchange rates, depreciation, capital reinvestment, resource self-sufficiency and balance of payments position.

Insolvency considerations with respect to issuers of Collateral Obligations may affect the Issuer's rights

Various laws enacted for the protection of creditors may apply to the Collateral Obligations. The information in this and the following paragraph is applicable with respect to U.S. issuers. Insolvency considerations will differ with respect to non-U.S. issuers. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of an issuer or obligor of a Collateral Obligation, such as a trustee in bankruptcy, were to find that such issuer or obligor did not receive fair consideration or reasonably equivalent value for incurring or guaranteeing the indebtedness constituting such Collateral Obligation or granting a lien on its property to secure such indebtedness and, after giving effect to such indebtedness, such issuer or obligor (i) was insolvent, (ii) was engaged in a business for which the remaining assets of such issuer or obligor constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature, such court could determine to invalidate, in whole or in part, such indebtedness or such lien as a fraudulent conveyance, to subordinate such indebtedness or such lien to existing or future creditors of such issuer or obligor or to recover amounts previously paid by such issuer or obligor in satisfaction of such indebtedness. The measure of insolvency for purposes of the foregoing will vary. Generally, an issuer or obligor would be considered insolvent at a particular time if the sum of its debts were then greater than all of its property at a fair valuation or if the present fair salable value of its assets were then less than the amount that would be required to pay its probable liabilities on its existing debts as they became absolute and matured. There can be no assurance as to what standard a court would apply in order to determine whether an issuer or obligor was "insolvent" after giving effect to the incurrence or guarantee of the indebtedness constituting the Collateral Obligations or the grant of such lien or that, regardless of the method of valuation, a court would not determine that an issuer or obligor was "insolvent" upon giving effect to such incurrence, guarantee or lien. In addition, in the event of the insolvency of an issuer or obligor of a Collateral Obligation, payments made on such Collateral Obligation could be subject to avoidance as a "preference" if made within a certain period of time (which may be as long as one year under federal bankruptcy law or even longer under state laws) before commencement of such insolvency proceedings.

In general, if payments on Collateral Obligations are avoidable, whether as fraudulent conveyances or preferences, such payments can be recaptured, either from the initial recipient (such as the Issuer) or from

subsequent transferees of such payments (such as the holders of the Notes). To the extent that any such payments are recaptured from the Issuer, the resulting loss will generally be borne by the holders of the Notes in inverse order of seniority as described under "*—Relating to the Notes—The subordination of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Subordinated Notes will affect their right to payment*." However, a court in a bankruptcy or insolvency proceeding would be able to direct the recapture of any such payment from a holder of Notes only to the extent that such court has jurisdiction over such holder or its assets. Moreover, it is likely that avoidable payments could not be recaptured directly from a holder that has given value in exchange for its Note, in good faith and without knowledge that the payments were avoidable. Nevertheless, since there is no judicial precedent relating to a structured transaction such as the Notes, there can be no assurance that a holder of Notes will be able to avoid recapture on this or any other basis.

Relating to Certain Conflicts of Interest

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 and the Placement Agent and its Affiliates. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates

The following briefly summarizes certain potential and actual conflicts of interest which may arise from the overall investment activity of the Collateral Manager, its clients and its Affiliates, but is not intended to be an exhaustive list of all such conflicts.

The Collateral Manager and its clients and Affiliates may buy Notes, from which the Collateral Manager or such clients or Affiliates may derive revenues and profits in addition to the fees disclosed herein.

The Collateral Manager is entitled to the Senior Collateral Management Fee, the Subordinated Collateral Management Fee and in certain circumstances, the Incentive Collateral Management Fee and the Performance Collateral Management Fee in the priorities set forth herein, subject to the Priority of Payments as described herein and the availability of funds therefor. By reason of the Incentive Collateral Management Fee and the Performance Collateral Management Fee, the Collateral Manager may have a conflict between its obligation to manage the Issuer's 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. See "*—Relating to the Collateral Manager—The Incentive Collateral Management Fee, the Performance Collateral Management Fee and ownership of Subordinated Notes may create an incentive for the Collateral Manager to seek to maximize the yield on the Collateral Obligations; potential changes in strategy*."

Although the Collateral Manager and certain of its officers and employees will devote such time and effort as may be reasonably required to enable the Collateral Manager to discharge its duties to the Issuer under the Collateral Management Agreement, they will not devote all of their working time to the affairs of the Issuer. As part of their regular business, the Collateral Manager, its Affiliates and their respective officers and employees hold, purchase, sell, trade or take other related actions both for their respective accounts and for the accounts of their respective clients, on a principal or agency basis, with respect to loans, securities and other investments and financial instruments of all types. The Collateral Manager, its Affiliates and their respective officers and employees also provide investment advisory services, among other services, and engage in private equity investment activities. The Collateral Manager, its Affiliates and their respective officers and employees will not be restricted in their performance of any such services or in the types of debt or equity investments which they may make. The Collateral Manager, its Affiliates and their respective officers and employees may have economic interests in or other relationships with issuers in whose obligations or securities or credit exposures the Issuer may invest. In particular, such persons may make and/or hold an investment in an issuer's securities that may be *pari passu*, senior or junior in ranking to an investment in such issuer's securities made and/or held by the Issuer or in which partners, security holders, officers, directors, agents or employees of such persons serve on boards of directors or otherwise have ongoing relationships. Each of such ownership and other relationships may result in securities laws restrictions on transactions in such securities by the Issuer and otherwise create conflicts of interest for the Issuer. In such instances, the Collateral Manager, its Affiliates and their respective officers and employees may in their discretion

make investment recommendations and decisions that may be the same as or different from those made with respect to the Issuer's investments. In connection with any such activities described above, the Collateral Manager, its Affiliates and their respective officers and employees may hold, purchase, sell, trade or take other related actions in securities or investments of a type that may be suitable to be included as Collateral Obligations. The Collateral Manager, its Affiliates and their respective officers and employees will not be required to offer such securities or investments to the Issuer or provide notice of such activities to the Issuer.

The Collateral Manager, its clients (including other collateralized loan obligation funds similar to the Issuer managed by the Collateral Manager), its partners, its members or their employees and their Affiliates ("**Related Entities**") have invested and may continue to invest in debt obligations that would also be appropriate as Collateral Obligations and may purchase or sell securities and loans for or on behalf of themselves and their managed accounts without purchasing or selling such securities or loans for the Issuer and may purchase or sell securities or loans for the Issuer without purchasing or selling such securities or loans for themselves or their managed accounts, subject to any restrictions applicable in the Investment Advisers Act. Neither the Collateral Manager nor any Related Entity has any duty, in making or maintaining such investments, to act in a way that is favorable to the Issuer or to offer any such opportunity to the Issuer. The investment policies, fee arrangements and other circumstances applicable to such other parties may vary from those applicable to the Issuer. The Collateral Manager and its Related Entities may also have or establish relationships with companies whose debt obligations are Collateral Obligations and may now or in the future own or seek to acquire equity securities or debt obligations issued by issuers of Collateral Obligations, and such debt obligations may have interests different from or adverse to the securities that are Collateral Obligations. The Collateral Manager and/or any Related Entity may in the future organize and manage one or more entities with objectives similar to or different from those of the Issuer. In addition, the Collateral Manager and any of its Related Entities may serve as a general partner and/or manager of limited partnerships or other entities organized to issue notes or certificates, similar to the Notes, which are secured by high-yield debt securities, loans and other investments, or may manage third party accounts which invest in high-yield debt securities, loans and other investments. The Collateral Manager and/or any Related Entity may also provide other advisory services for a customary fee to issuers whose debt obligations or other securities are Collateral Obligations, and neither the holders of Notes nor the Co-Issuers shall have any right to such fees. In connection with the foregoing activities the Collateral Manager and/or any Related Entity may from time to time come into possession of material nonpublic information that limits the ability of the Collateral Manager to effect a transaction for the Issuer, and the Issuer's investments may be constrained as a consequence of the Collateral Manager's inability to use such information for advisory purposes or otherwise to effect transactions that otherwise may have been initiated on behalf of its clients, including the Issuer. See "*The Collateral Manager*."

Furthermore, the Collateral Manager's ability to advise the Issuer to buy securities for inclusion in the Assets or sell securities which are part of the Assets may be restricted by limitations contained in the Collateral Management Agreement and the Indenture or under applicable law. Accordingly, during certain periods or in certain specified circumstances, the Issuer may be unable to buy or sell securities or to take other actions that the Collateral Manager might consider in the best interest of the Issuer and the holders of Notes. The Collateral Manager and any of its Affiliates may engage in any other business and furnish investment management and advisory services to others, which may include, without limitation, serving as collateral manager or investment manager for, investing in, lending to, or being affiliated with, other entities organized to issue collateralized bond or debt obligations secured by securities similar to the Collateral Obligations and other trusts and pooled investment vehicles that acquire interests in, provide financing to, or otherwise deal with securities issued by, issuers that would be suitable investments for the Issuer. The Collateral Manager will be free, in its sole discretion, to make recommendations to others, or effect transactions on behalf of itself or for others, that may be the same as or different from those effected on behalf of the Issuer, and the Collateral Manager may furnish investment management and advisory services to others who may have investment policies similar to those followed by the Collateral Manager with respect to the Issuer and who may own securities which are the same type as the Collateral Obligations.

The Collateral Manager may make recommendations and effect transactions on behalf of its Related Entities which differ from those effected with respect to the Assets. The Collateral Manager may often be seeking simultaneously to purchase investments for the Issuer, itself and similar entities or other investment accounts for which it serves as collateral manager or for Related Entities, and the Collateral Manager will have the discretion to apportion such investments among such entities. The Collateral Manager cannot assure equal treatment across its investment clients. When the Collateral Manager determines that it would be appropriate for the Issuer and one or

more Related Entities to participate in an investment opportunity, the Collateral Manager will seek to execute orders for all of the participating investment accounts, including the Issuer and its own account, on an equitable basis. If the Collateral Manager has determined to invest at the same time for more than one of the Related Entities, the Collateral Manager will generally place combined orders for all such Related Entities simultaneously and if all such orders are not filled at the same price, it will generally average the prices paid. Similarly, if an order on behalf of more than one Related Entity cannot be fully executed under prevailing market conditions, the Collateral Manager will allocate the investments traded among the Issuer and different Related Entities on a basis that it considers equitable. Situations may occur where the Issuer could be disadvantaged because of the investment activities conducted by the Collateral Manager for the Related Entities.

The Collateral Manager may participate in creditor's committees with respect to the bankruptcy, restructuring or workout of issuers of Collateral Obligations. In such circumstances, the Collateral Manager may take positions on behalf of itself or Related Entities that are adverse to the interests of the Issuer in the Collateral Obligations.

The Collateral Manager has advised the Issuer that, on the Closing Date, one or more of its Affiliates or funds or accounts managed by the Collateral Manager or one of its Affiliates will acquire and retain (a) U.S.$100,000.00 in aggregate principal amount of the Class X Notes, (b) U.S.$12,083,000.00 in aggregate principal amount of the Class A Notes, (c) U.S.$2,623,000.00 in aggregate principal amount of the Class B Notes, (d) U.S.$1,247,000.00 in aggregate principal amount of the Class C Notes, (e) U.S.$1,075,000.00 in aggregate principal amount of the Class D Notes, (f) U.S.$774,000.00 in aggregate principal amount of the Class E Notes and (g) U.S.$6,105,000.00 in aggregate principal amount of the Subordinated Notes (collectively, the "**Initial Collateral Manager Notes**"). The Collateral Manager and/or such Affiliates may acquire such Collateral Manager Notes at a price negotiated with the Placement Agent. Such price may not reflect the market price that the Co-Issuers could obtain in a sale of such Notes to a party other than the Collateral Manager or any of its Affiliates. Any such sale to the Collateral Manager and/or its Affiliates could result in less initial proceeds from the sale of the Notes and/or greater interest expense for the Co-Issuers. The Collateral Manager has advised the Issuer that such Affiliate(s), fund(s) or account(s) intend to hold the Initial Collateral Manager Notes. Notwithstanding such intention, there is no requirement that any of the Initial Collateral Manager Notes be held by such party or parties and the Initial Collateral Manager Notes may be sold by such party or parties to related and unrelated parties at any time after closing on the Closing Date; *provided, however*, that, (i) the Collateral Manager may agree with one or more Holders of the Subordinated Notes to retain all or a portion of the Initial Collateral Manager Notes, as described under "*Risk Factors—Relating to the Collateral Manager—The Collateral Manager may enter into arrangements with holders of the Subordinated Notes relating to retention of the Notes and creating certain obligations*" and (ii) the Collateral Manager and the Retention Holders shall act in accordance with the conduct described in "*The Collateral Manager—The Retention Holders and U.S. Risk Retention Requirements*." Subject to the proviso in the immediately preceding sentence, the Collateral Manager may engage in discussions regarding the sale of the Initial Collateral Manager Notes with unrelated third parties and, if the Collateral Manager receives an offer to purchase a portion of the Initial Collateral Manager Notes which it considers appropriate, it may sell such portion of the Initial Collateral Manager Notes. On the Closing Date, the Initial Collateral Manager Notes will constitute Collateral Manager Notes. Collateral Manager Notes will be disregarded and have no voting rights under the limited circumstances described under "*The Collateral Management Agreement—Removal, Resignation and Replacement of the Collateral Manager*." The investment in a portion of the Subordinated Notes by one or more such Affiliates, funds or accounts may give the Collateral Manager an incentive to take actions that may vary from the interests of the holders of Secured Notes.

The Collateral Manager's duties and obligations under the Collateral Management Agreement are owed to the Issuer and to the Trustee, on behalf of the Secured Parties, as a third party beneficiary of the Collateral Management Agreement. Actions taken by the Collateral Manager may differentially affect the interests of the various Classes of Notes (whose Holders may themselves have different interests), and except as provided in the Collateral Management Agreement the Collateral Manager has no obligation to consider such differential effects or different interests.

After the Non-Call Period, at the direction of a Majority of the Subordinated Notes, the Collateral Manager can subject one or more Classes of Secured Notes (other than the Class A Notes and the Class B Notes) to a Re-Pricing. The investment in, and ownership of, the Collateral Manager Notes may give the Collateral Manager incentive to subject one or more Class of Secured Notes (other than the Class A Notes and the Class B Notes) to a Re-Pricing

and, in particular, to subject Notes of one or more Classes, other than the Class or Classes of which the Collateral Manager Notes are a part, to such a Re-Pricing.

Certain Affiliates of the Collateral Manager have also purchased preference shares issued by the Issuer to permit the Issuer to acquire certain of the Collateral Obligations prior to the Closing Date. It is expected that these preference shares will be redeemed on the Closing Date. For further details, see "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*."

Due to potential fees payable to the Collateral Manager by AMMC CLO IX, the Collateral Manager's obligations under its agreements with AMMC CLO IX and the ownership of equity securities issued by AMMC CLO IX by affiliates of the Collateral Manager, the Collateral Manager may have had incentive to sell the Pre-Closing Collateral Obligations acquired by the Issuer from AMMC CLO IX at prices which benefited AMMC CLO IX.

AMMC CLO IX Asset Purchases

On July 11, 2017, the Issuer purchased Collateral Obligations with an aggregate principal balance of approximately $274 million from AMMC CLO IX, an outstanding collateralized loan obligation issuer, in which Affiliates of the Collateral Manager own a majority of the equity. AMMC CLO IX is an exempted company that was incorporated with limited liability on January 26, 2012 under the laws of the Cayman Islands for the sole purpose of acquiring a portfolio of collateral obligations and issuing debt and equity securities. The Collateral Manager serves as the collateral manager for AMMC CLO IX. At the time of the purchase from AMMC CLO IX, Affiliates of the Collateral Manager owned all of the equity interests of the Issuer. Under Section 206(3) of the Investment Advisers Act, any transfer of assets between AMMC CLO IX and the Issuer will be considered a principal transaction. Prior to completing a principal transaction, the Collateral Manager will be required to provide full disclosure regarding the capacity in which it is acting and obtain the informed consent of each of AMMC CLO IX and the Issuer. Such disclosure was provided and such consent was obtained with respect to the transfers effected prior to the date hereof. The Collateral Manager believes that such transfers effected prior to the date hereof are in the best interest of both AMMC CLO IX and the Issuer. In the case of the Issuer, by entering into such transactions, it was able to purchase assets which are not widely traded, at market prices and with reduced transaction costs. Each Loan purchased by the Issuer from AMMC CLO IX prior to the Closing Date satisfies the criteria for a Collateral Obligation under the Indenture.

The Collateral Manager has retained MaplesFS Limited ("**MaplesFS**") to review each such transaction on behalf of each of AMMC CLO IX and the Issuer. MaplesFS provides independent fiduciary services, including independent review of principal transactions, and MaplesFS acts as the administrator, and in other capacities, for a number of CLOs managed by AMMC and its affiliates and receives fees in connection therewith. MaplesFS will receive a separate fee in connection with its review of such transactions on behalf of each of AMMC CLO IX and the Issuer. As such, the relationship between MaplesFS and AMMC may pose a conflict of interest. Furthermore, there is no existing statutory or case law or other regulatory guidance, which specifies that such approach is an acceptable means to discharge the duties of the Collateral Manager.

The Collateral Manager provided MaplesFS with current market pricing from one or more of the loan pricing services specified in the definition of "Market Value" for each of the Loans transferred prior to the date hereof. Such market pricing showed both the current bid and ask prices for each such Loan. For each of the Loans transferred prior to the date hereof, the Collateral Manager believes such pricing information was accurate and reflected the price at which such Loans could be purchased or sold on the date of transfer, but there are no assurances that such Loans could have been otherwise bought or sold at such prices. For each of the Loans transferred prior to the date hereof, with the consent of MaplesFS, the Collateral Manager caused such Loans to be transferred at the mid-point between the bid and ask prices and on terms and conditions which the Collateral Manager considers customary for assets of this type. There is no guarantee, however, that the Issuer could not have purchased such Loans at a lower price from another source or otherwise on more favorable terms.

The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates

Various potential and actual conflicts of interest may arise as a result of the investment banking, commercial banking, asset management, financing and financial advisory services and products provided by the Placement Agent and/or its Affiliates (each, an "**RBC Entity**"), to the Issuer, the Trustee, the Collateral Manager, the Retention Holder, the obligors on the Collateral Obligations and others, as well as in connection with the investment, trading and brokerage activities of the RBC Entities. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

RBC Capital Markets, LLC and its Affiliates will serve as Placement Agent of the Notes (other than the Collateral Manager Notes) and will be paid fees and commissions for such service by the Issuer from the proceeds of the issuance of the Notes. In its capacity as Placement Agent, RBC will privately place the Notes (other than the Collateral Manager Notes), in negotiated transactions at varying prices. One or more of the RBC Entities may from time to time hold Notes for investment, trading or other purposes. None of the RBC Entities is required to own or hold any Notes and may sell any Notes held by it at any time.

As a lender in connection with the Warehouse Facility, the Warehouse Lender has the right to approve all such initial Collateral Obligations acquired by the Issuer and to require or approve sales of assets by the Issuer under certain circumstances. The Warehouse Lender will exercise those rights solely for its own benefit as a lender and in a manner that protects its rights and interests as a creditor of the Issuer. None of the Warehouse Lender, the Placement Agent, any other RBC Entity or any of their Affiliates has done, and no such person will do, any analysis of the initial Collateral Obligations acquired or sold by the Issuer for the benefit of, or in a manner designed to further the interests of, any holder of the Notes or any other Person. See "*—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*."

One or more of the RBC Entities may from time to time hold Notes for investment, trading or other purposes. None of the RBC Entities is required to own or hold any Notes and may sell any Notes held by them at any time. One or more of the RBC Entities may act as a counterparty under a hedge agreement or as a Selling Institution and may act without regard to whether any action taken by them thereunder might have an adverse effect on the Issuer, the holders of the Notes or any other person. Certain Eligible Investments may be issued, managed or underwritten by one or more of the RBC Entities. One or more of the RBC Entities may provide investment banking, commercial banking, asset management, financing and financial advisory services and products to the Collateral Manager, its affiliates, and funds managed by the Collateral Manager and its affiliates, and purchase, hold and sell, both for their respective accounts or for the account of their respective clients, on a principal or agency basis, loans, securities, and other obligations and financial instruments of the Collateral Manager, its affiliates, and funds managed by the Collateral Manager and its affiliates. As a result of such transactions or arrangements, one or more of the RBC Entities may have interests adverse to those of the Issuer and holders of the Notes. The RBC Entities will not be restricted in their performance of any such services or in the types of debt or equity investments which they make. In conducting the foregoing activities, the RBC Entities will be acting for their own account or for the account of their customers and will have no obligation to act in the interest of the Issuer or any other person.

One or more of the RBC Entities may:

- have placed or underwritten, or acted as a financial arranger, structuring agent or advisor in connection with the original issuance of, or may act as a broker or dealer with respect to, certain of the Collateral Obligations;

- act as trustee, paying agent and in other capacities in connection with certain of the Collateral Obligations or other classes of securities issued by an obligor on a Collateral Obligation or an affiliate thereof;

- be a counterparty to obligors on certain of the Collateral Obligations under swap or other derivative agreements (including a hedge agreement);

- lend to certain of the obligors on Collateral Obligations or their respective affiliates or receive guarantees from the obligors on those Collateral Obligations or their respective affiliates (which may include investments in obligations or securities that are senior to, or have interests different from or adverse to, the Collateral Obligations);

- provide other investment banking, asset management, commercial banking, financing or financial advisory services to the obligors on Collateral Obligations or their respective affiliates;

- as principal or agent, have an equity interest, which may be a substantial equity interest, in certain obligors on the Collateral Obligations or their respective affiliates;

- from time to time, act in two or more different capacities or roles (including as advisor, investor or creditor) in transactions or in relation to other services provided by any RBC Entity and may pay or receive fees, commissions or other benefits and allow or receive discounts or rebates in respect of each such capacity or role as a result of any other matter referred to herein (which such RBC Entity shall be entitled to retain); or

- have officers, agents, employees or managers who serve as directors (or in other capacities in which they may have control or influence the policies or management) of any of the companies referred to in this Offering Circular or the issuers or obligors of Collateral Obligations.

The Issuer's purchase, holding and sale of Collateral Obligations may enhance the profitability or value of investments made by an RBC Entity in the obligors thereunder. As a result of any such transactions or arrangements between an RBC Entity and obligors under Collateral Obligations or their respective Affiliates, an RBC Entity may have interests that are contrary to the interests of the Issuer and the holders of the Notes.

When acting as a trustee, paying agent or in other service capacities with respect to a Collateral Obligation, the RBC Entities will be entitled to fees and expenses senior in priority to payments to such Collateral Obligation. When acting as a trustee for other classes of securities issued by the obligor on a Collateral Obligation or an affiliate thereof, the RBC Entities will owe fiduciary duties to the holders of such other classes of securities, which classes of securities may have differing interests from the holders of the class of securities of which the Collateral Obligation is a part, and may take actions that are adverse to the holders (including the Issuer) of the class of securities of which the Collateral Obligation is a part. As a counterparty under swaps and other derivative agreements, the RBC Entities might take actions adverse to the interests of the Issuer, including, but not limited to, demanding collateralization of its exposure under such agreements (if provided for thereunder) or terminating such swaps or agreements in accordance with the terms thereof. In making and administering loans and other obligations, the RBC Entities might take actions including, but not limited to, restructuring a loan, foreclosing on or exercising other remedies with respect to a loan, requiring additional collateral or other credit enhancement, charging significant fees and interest, placing the obligor in bankruptcy or demanding payment on a loan guarantee or under other credit enhancement. The Issuer's purchase, holding and sale of Collateral Obligations may enhance the profitability or value of investments made by the RBC Entities in the obligors thereof. As a result of all such transactions or arrangements between the RBC Entities and obligors on Collateral Obligations or their respective affiliates, the RBC Entities may have interests that are contrary to the interests of the Issuer and the holders of the Notes.

As part of their regular business, the RBC Entities may also provide investment banking, commercial banking, asset management, financing and financial advisory services and products to, and purchase, hold and sell, both for their respective accounts or for the account of their respective clients, on a principal or agency basis, loans, securities, and other obligations and financial instruments and engage in private equity investment activities. The RBC Entities will not be restricted in their performance of any such services or in the types of debt or equity investments, which they may make. In conducting the foregoing activities, the RBC Entities will be acting for their own account or the account of their customers and will have no obligation to act in the interest of the Issuer.

The RBC Entities 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 obligors on Collateral 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. None of the RBC Entities has any obligation, and the offering of the Notes will not create any obligation on their part, to disclose to any purchaser of the Notes any such relationship or information, whether or not confidential.

Each RBC Entity operates with rules, policies and procedures, including the deployment of permanent and ad hoc arrangements/information barriers within or between business groups or within or between single business areas within business groups, seeking to ensure that individual directors, officers and employees are not influenced by any

conflicting interest or duty and that confidential and/or price sensitive information held by such RBC Entity is not improperly disclosed or otherwise inappropriately made available to any other client(s).

From time to time the Collateral Manager may sell Collateral Obligations through an RBC Entity. No RBC Entity takes any responsibility for, nor has any obligation in respect of, the Issuer.

DESCRIPTION OF THE NOTES

The Indenture and the Secured Notes

The Secured Notes will be issued pursuant to the Indenture and will be secured obligations of the Issuer. The following summary describes certain provisions of the Secured Notes and the Indenture and, to a limited extent, the Subordinated Notes. The summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Indenture. Additional information regarding the Subordinated Notes appears under "*—The Subordinated Notes*."

Status and security

The Secured Notes will be limited recourse obligations of the Co-Issuers (or the Issuer, in the case of the Class E Notes) secured as described below, and will rank in priority with respect to each other and the Subordinated Notes as described herein. Under the terms of the Indenture, the Issuer will grant to the Trustee for the benefit of the Secured Parties a security interest in the Assets to secure the Issuer's obligations under the Indenture and the Secured Notes. See "*Security for the Secured Notes*."

Payments of interest and principal on the Secured Notes will be made from the proceeds of the Assets, in accordance with the priorities described under "*Summary of Terms—Priority of Payments*" and "*—Priority of Payments*." The aggregate amount that will be available from the Assets for payment on the Secured Notes and of certain expenses of the Co-Issuers on any Payment Date prior to the occurrence of an Enforcement Event will be the sum of Interest Proceeds and Principal Proceeds for the related Collection Period; *provided* that, during the Reinvestment Period, it is expected that Principal Proceeds (and after the Reinvestment Period, any Eligible Post-Reinvestment Proceeds) will be reinvested in additional Collateral Obligations, unless otherwise required by the Priority of Payments. To the extent that the proceeds of the Assets are insufficient to meet payments due in respect of the Secured Notes and expenses following liquidation of the Assets, the Co-Issuers will have no obligation to pay such deficiency.

Interest on the Secured Notes

The Secured Notes will bear stated interest from the Closing Date and such interest will be payable quarterly in arrears on each Payment Date at the applicable Interest Rate indicated under "*Summary of Terms—Principal Terms of the Notes*" on the Aggregate Outstanding Amount thereof on the first day of the related Interest Accrual Period (after giving effect to payments of principal thereof on such date).

Any interest due on the Class C Notes, the Class D Notes or the Class E Notes on any Payment Date to the extent sufficient funds are not available to make payment of such interest in accordance with the Priority of Payments on such Payment Date, but only if one or more Classes of Notes more senior to such Class is outstanding, shall constitute Secured Note Deferred Interest and will not be considered due and payable on such Payment Date, but will be deferred and added to the principal balance of the applicable Class of Secured Notes and, thereafter, will bear interest at the Interest Rate for such Class, until the earliest of (i) the Payment Date on which funds are available to pay such Secured Note Deferred Interest in accordance with the Priority of Payments, (ii) the Redemption Date with respect to such Class and (iii) the Stated Maturity of such Class, and the failure to pay such Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture; *provided* that any such Secured Note Deferred Interest must, in any case, be paid no later than the earlier of the Redemption Date or Stated Maturity of such Class. Regardless of whether any more senior Class of Secured Notes is outstanding, to the extent that funds are not available on any Payment Date (other than the Redemption Date with respect to, or Stated Maturity of, the relevant Class of Secured Notes) to pay previously accrued Secured Note Deferred Interest, such previously accrued Secured Note Deferred Interest will not be due and payable on such Payment Date and any failure to pay such previously accrued Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture. See "*The Indenture—Events of Default*." Interest may be deferred (i) on the Class C Notes as long as any Class X Notes, Class A Notes or Class B Notes are outstanding, (ii) on the Class D Notes as long as any Class X Notes, Class A Notes, Class B Notes or Class C Notes are outstanding and (iii) on the Class E Notes as long as any Class X Notes, Class A Notes, Class B Notes, Class C Notes or Class D

Notes are outstanding. Interest will cease to accrue on Secured Note Deferred Interest on the date of payment thereof.

If any interest due and payable in respect of any Class X Notes, Class A Notes or Class B Notes (or, if there are no Class X Notes, Class A Notes or Class B Notes outstanding, any Class C Note, or, if there are no Class X Notes, Class A Notes, Class B Notes or Class C Notes outstanding, any Class D Note, or, if there are no Class X Notes, Class A Notes, Class B Notes, Class C Notes or Class D Notes outstanding, any Class E Note) is not punctually paid or duly provided for on the applicable Payment Date, at the applicable Stated Maturity or on an applicable Redemption Date and such default continues for five Business Days (or, in the case of a failure to disburse due to an administrative error or omission by the Collateral Manager, the Trustee, the Collateral Administrator, or any Payment Agent (other than the Subordinated Note Issuing and Paying Agent), for 10 Business Days after a trust officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission), an Event of Default will occur. To the extent lawful and enforceable, interest on such defaulted interest will accrue at a *per annum* rate equal to the Interest Rate applicable to such Notes from time to time in each case until paid.

Interest on the Secured Notes and, to the extent applicable, interest on Secured Note Deferred Interest and defaulted interest in respect thereof, will be calculated on the basis of the actual number of days elapsed in the applicable Interest Accrual Period *divided* by 360.

The Calculation Agent will determine LIBOR for each Interest Accrual Period on the Interest Determination Date, *provided* that, LIBOR for the first Interest Accrual Period will be determined by reference to the Notional Accrual Period on the Notional Determination Date. The Issuer has initially appointed the Trustee as the Calculation Agent.

As soon as possible after 11:00 a.m. London time on each Interest Determination Date and the Notional Determination Date, but in no event later than 11:00 a.m. New York time on the London Banking Day immediately following each Interest Determination Date and the Notional Determination Date, the Calculation Agent will calculate the Interest Rate applicable to each Class of Secured Notes which bear interest based on LIBOR during the related Interest Accrual Period or Notional Accrual Period, as applicable, and, with respect to each Interest Accrual Period, the Note Interest Amount (in each case, rounded to the nearest cent, with half a cent being rounded upward) payable on the related Payment Date in respect of the related Interest Accrual Period. At such time, the Calculation Agent will communicate such rates and amounts to the Co-Issuers, the Trustee, the Paying Agents, Euroclear, Clearstream and the Collateral Manager. The Calculation Agent will also specify to the Co-Issuers the quotations upon which such Interest Rate for each Class of Secured Notes which bears interest based on LIBOR is based, and in any event the Calculation Agent shall notify the Co-Issuers before 5:00 p.m. (New York time) on every Interest Determination Date and the Notional Determination Date if it has not determined and is not in the process of determining any such Interest Rate or Note Interest Amount (if applicable), together with its reasons therefor. With respect to the Secured Notes, LIBOR will be subject to a minimum floor of 0.0%. The Calculation Agent's determination of the foregoing rates and amounts for any Interest Accrual Period or Notional Accrual Period` will (in the absence of manifest error) be final and binding upon all parties.

The Issuer will agree that for so long as any Secured Notes remain outstanding there will at all times be a Calculation Agent which shall not control, be controlled by or be under common control with the Issuer or its Affiliates or the Collateral Manager or its Affiliates. The Calculation Agent may be removed by the Issuer or the Collateral Manager, on behalf of the Issuer, at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer or the Collateral Manager, on behalf of the Issuer, or if the Calculation Agent fails to determine any of the information required to be published via the Irish Stock Exchange, the Issuer or the Collateral Manager, on behalf of the Issuer, will be required to appoint promptly a replacement Calculation Agent which does not control and is not controlled by or under common control with the Issuer, the Collateral Manager or their respective Affiliates. The Calculation Agent may not resign its duties or be removed without a successor having been duly appointed.

Payments of interest to each Holder of the Secured Notes of each Class shall be made ratably among the Holders of the Secured Notes of such Class in the proportion that the Aggregate Outstanding Amount of the Secured Notes of such Class registered in the name of each such Holder at the close of business on the applicable Record Date bears to the Aggregate Outstanding Amount of all Notes of such Class on such Record Date.

Principal of the Secured Notes

The Secured Notes of each Class will mature at par on the Stated Maturity, unless previously redeemed or repaid prior thereto as described herein. Principal will not be payable on the Secured Notes except with respect to (i) Secured Note Deferred Interest and in the limited circumstances described under "*—Optional Redemption and Tax Redemption*," "*—Mandatory Redemption*," "*—Clean-Up Call Redemption*," "*—Special Redemption*," "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*," "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" and "*—Priority of Payments*" and (ii) payments of principal on the Class X Notes to the extent provided under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*."

On each Payment Date prior to the occurrence of an Enforcement Event, Principal Proceeds (other than (i) amounts required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are deposited in the Revolver Funding Account or (ii) during the Reinvestment Period (and, solely with respect to any Eligible Post-Reinvestment Proceeds, after the Reinvestment Period), Principal Proceeds and Interest Proceeds transferred to the Collection Account as Principal Proceeds pursuant to clause (Q) of "Summary of Terms—Priority of Payments—Application of Interest Proceeds" that in each case have previously been reinvested in Collateral Obligations or that the Collateral Manager intends to invest in Collateral Obligations during the next Interest Accrual Period in accordance with the Investment Criteria) will be applied in accordance with the priorities set forth under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*." Upon the occurrence of an Enforcement Event, Interest Proceeds and Principal Proceeds will be applied in accordance with the Special Priority of Payments described under "*—Priority of Payments*."

At any time during which the Coverage Tests are not met, principal payments on the Secured Notes will be made as described under "*—Mandatory Redemption*."

The average life of each Class of Secured Notes is expected to be less than the number of years until the Stated Maturity of such Secured Notes. See "*Risk Factors—Relating to the Notes—The weighted average lives of the Notes may vary*."

Payments of principal to each Holder of the Secured Notes of each Class shall be made ratably among the Holders of the Secured Notes of such Class in the proportion that the Aggregate Outstanding Amount of the Secured Notes of such Class registered in the name of each such Holder at the close of business on the applicable Record Date bears to the Aggregate Outstanding Amount of all Secured Notes of such Class on such Record Date.

Optional Redemption and Tax Redemption

General—Redemption of Notes. The Secured Notes will be redeemable by the Co-Issuers or the Issuer, as applicable, on any Business Day after the Non-Call Period, (i) at the written direction of a Majority of the Subordinated Notes in whole (with respect to all Classes of Secured Notes) but not in part from Sale Proceeds and/or (upon the written proposal of the Collateral Manager or any Subordinated Noteholder that in each case is approved by a Majority of the Subordinated Notes) Refinancing Proceeds and Refinancing Interest Proceeds or (ii) upon the written proposal of the Collateral Manager or any Subordinated Noteholder that in each case is approved by a Majority of the Subordinated Notes, as provided below, in part by Class from Refinancing Proceeds and Refinancing Interest Proceeds (so long as the Secured Notes of any Class to be redeemed represent the entire Class of such Secured Notes), but not, for the avoidance of doubt, from Sale Proceeds. In connection with any such redemption (each such redemption, an "**Optional Redemption**"), the applicable Secured Notes shall be redeemed at the applicable Redemption Prices. To effect an Optional Redemption (i) in whole of the Secured Notes from Sale Proceeds but not from Refinancing Proceeds, a Majority of Subordinated Notes must provide the above described written direction to the Issuer, the Trustee and the Collateral Manager not later than 45 days prior to the Business Day on which such redemption is to be made (which date shall be designated in such notice) or (ii) of one or more Classes of Notes pursuant to a Refinancing (including, if Refinancing Proceeds are to be used in conjunction with Sale Proceeds in consummating an Optional Redemption in whole of the Secured Notes), the Collateral Manager or any Subordinated Noteholder must propose such Refinancing and the relevant Redemption Date to the holders of the Subordinated Notes in writing (with a copy to the Collateral Manager, the Trustee and the Rating Agencies) and such proposal must be approved by a Majority of the Subordinated Notes by notice to the Issuer and the Trustee not

later than 15 days prior to the Business Day on which such redemption is to be made; *provided* that all Secured Notes to be redeemed must be redeemed simultaneously.

Upon receipt of a notice of an Optional Redemption of the Secured Notes in whole but not in part (subject to the two immediately succeeding paragraphs with respect to a redemption from proceeds that include Refinancing Proceeds), the Collateral Manager in its sole discretion will direct the sale (and the manner thereof) of all or part of the Collateral Obligations and any other saleable Assets in an amount sufficient that the proceeds from such sale and all other funds available for such purpose in the Collection Account and the Payment Account will be at least sufficient to pay the Redemption Prices of the Secured Notes, all Administrative Expenses and any Senior Collateral Management Fee payable under "*Summary of Terms—Priority of Payments*." If such proceeds of such sale and all other funds available for such purpose in the Collection Account and the Payment Account would not be sufficient to redeem all Secured Notes and pay such fees and expenses, the Secured Notes may not be redeemed. The Collateral Manager, in its sole discretion, may effect the sale of all or any part of the Collateral Obligations or other Assets through the direct sale of such Collateral Obligations or other Assets or by participation or other arrangement (including any sale or other disposition of the Collateral Obligations in a single transaction).

In addition to (or in lieu of) a sale of Collateral Obligations and/or Eligible Investments in the manner provided above, the Secured Notes may, after the Non-Call Period, be redeemed in whole (but not in part) from Refinancing Proceeds, Refinancing Interest Proceeds and/or Sale Proceeds or be redeemed in part by Class from Refinancing Interest Proceeds and Refinancing Proceeds by obtaining a loan or other form of financing or through the issuance of replacement securities, the terms of which in each case may be negotiated by the Collateral Manager on behalf of the Issuer, from one or more financial institutions or purchasers, it being understood that any rating of such replacement securities by a Rating Agency will be based on a credit analysis specific to such replacement securities and independent of the rating of the Notes being refinanced (any such redemption and refinancing, a "**Refinancing**"); *provided* that the terms of such Refinancing must be acceptable to the Collateral Manager and approved by a Majority of the Subordinated Notes, as specified above, and such Refinancing must otherwise satisfy the conditions described in the following two paragraphs, as applicable, below; *provided further* that, in the case of any Refinancing, the Holders of the Notes of such refinanced Class shall have the right, subject to the same terms and conditions offered to other purchasers, to purchase such replacement securities or refinance such Notes. The Collateral Manager shall have no obligation to arrange or seek to arrange any Refinancing at any time, and any Refinancing shall be undertaken for the Issuer by the Collateral Manager in its sole discretion.

In the case of a Refinancing upon a redemption of the Secured Notes in whole but not in part as described above, such Refinancing will be effective only if (i) the Refinancing Proceeds, Refinancing Interest Proceeds, all Sale Proceeds from the sale of Collateral Obligations and Eligible Investments in accordance with the procedures set forth in the Indenture, and all other available funds (including, for the avoidance of doubt, any amounts that would have been otherwise distributed to the Holders of Subordinated Notes in accordance with the Priority of Payments on the Payment Date occurring on or immediately following the Redemption Date relating to such Refinancing) will be at least sufficient to redeem simultaneously the Secured Notes, in whole but not in part, and to pay the other amounts included in the aggregate Redemption Prices, all accrued and unpaid reasonable fees, costs, charges and expenses incurred by the Issuer, the Co-Issuer, the Trustee, the Collateral Manager and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing and, in the case of a redemption on a Payment Date, all other accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap), (ii) the Sale Proceeds, Refinancing Proceeds, Refinancing Interest Proceeds and other available funds are used (to the extent necessary) to make such redemption, (iii) the Collateral Manager and the Retention Holders shall have consented to such Refinancing and (iv) the agreements relating to the Refinancing to which the Issuer is a party contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture. All reasonable fees, costs, charges and expenses incurred by the Co-Issuers, the Trustee, the Collateral Manager and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing will be paid in accordance with the Priority of Payments (including, if applicable, the Refinancing Interim Priority of Payments) and, if not paid in full on such Redemption Date, any unpaid expenses will be paid as Administrative Expenses in accordance with the Priority of Payments on the next Payment Date for which Interest Proceeds or Principal Proceeds are available for the payment of Administrative Expenses; *provided* that, in each case, such payments shall be made pursuant to clause (V) of "Summary of Terms—Priority of Payments—Application of Interest Proceeds" or clause (Q) of "Summary of Terms—Priority of Payments—Application of Principal Proceeds".

In the case of a Refinancing upon redemption of the Secured Notes in part by Class as described above, such Refinancing will be effective only if (i) for each Class of Notes that would not be redeemed in connection with such Refinancing, the Priority Classes' Aggregate Interest Amount after giving effect to such Refinancing would be less than or equal to the Priority Classes' Aggregate Interest Amount immediately before giving effect to such Refinancing, (ii) the Refinancing Proceeds and the Refinancing Interest Proceeds will be at least sufficient to redeem simultaneously each applicable Class of Secured Notes and to pay the other amounts included in the aggregate Redemption Price for each such Class of Secured Notes and all accrued and unpaid reasonable fees, costs, charges and expenses incurred by the Trustee and the Collateral Administrator (including reasonable attorneys' fees and expenses) and any fees, costs, charges and expenses payable to any Rating Agency in connection with such Refinancing, (iii) the Refinancing Proceeds and Refinancing Interest Proceeds, and not, for the avoidance of doubt, Sale Proceeds, are used (to the extent necessary) to make such redemption, (iv) the agreements relating to the Refinancing to which the Issuer is a party contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture, (v) the Issuer provides notice to each Rating Agency of the Refinancing, (vi) the obligations issued in connection with such Refinancing shall have a maturity date that is the same or later than the Stated Maturity of the Secured Notes being redeemed and no later than the Stated Maturity of each Class of Secured Notes not being redeemed, (vii) the principal balance of the obligations issued in connection with such Refinancing (in the aggregate) is not greater than the Aggregate Outstanding Amount of the Secured Notes being redeemed (in the aggregate) (except that if the most Junior Class of Secured Notes is being redeemed, the principal balance of the obligations issued in connection with such Refinancing may exceed the Aggregate Outstanding Amount of such Secured Notes), (viii) the obligations issued in connection with the Refinancing are subject to the Priority of Payments and do not rank higher in priority pursuant to the Priority of Payments than the Class of Secured Notes being redeemed, (ix) the Collateral Manager and the Retention Holders shall have consented to such Refinancing and (x) the voting rights, consent rights, redemption rights and all other rights of the obligations issued in connection with the Refinancing are substantially similar in all material respects to the corresponding rights of the Class of Secured Notes being redeemed. Any expenses incurred in connection with a redemption by Refinancing of the Secured Notes in part by Class will be treated as Administrative Expenses (other than those expenses set forth in clause (ii) above). Such expenses will be paid in accordance with the Priority of Payments (including, if applicable, the Refinancing Interim Priority of Payments) and, if not paid in full on such Redemption Date, any unpaid expenses will be paid as Administrative Expenses in accordance with the Priority of Payments on the next Payment Date for which Interest Proceeds or Principal Proceeds are available for the payment of Administrative Expenses; *provided*, that, in each case, such payments shall be made pursuant to clause (V) of "Summary of Terms—Priority of Payments—Application of Interest Proceeds" or clause (Q) of "Summary of Terms—Priority of Payments—Application of Principal Proceeds".

Notwithstanding anything to the contrary in the Indenture (except with respect to Designated Excess Par), the Refinancing Proceeds from a redemption by Refinancing of the Secured Notes in whole or in part will not constitute Interest Proceeds or Principal Proceeds but will be applied directly on the related Redemption Date to redeem each Class of Secured Notes subject to such redemption by Refinancing as follows: (i) if the Redemption Date is a Payment Date, the Refinancing Proceeds will be applied to pay the Redemption Price for each Class of Secured Notes subject to such redemption by Refinancing after application of funds pursuant to "Summary of Terms—Priority of Payments—Application of Interest Proceeds" and "—Application of Principal Proceeds;" and (ii) if the Redemption Date is not a Payment Date, the Refinancing Proceeds, together with, to the extent necessary, Refinancing Interest Proceeds, will be applied under the Refinancing Interim Priority of Payments; *provided* that, to the extent any amount of Refinancing Proceeds is not applied to redeem such Class(es) of Secured Notes or to pay expenses in connection with such Refinancing, such amount shall be treated as Principal Proceeds.

Neither the holders of the Subordinated Notes nor any of the Secured Parties will have any cause of action against any of the Co-Issuers, the Collateral Manager, the Collateral Administrator, the Subordinated Note Issuing and Paying Agent, the Trustee or any other Person for any failure to consummate a Refinancing; and, notwithstanding anything to the contrary herein, the failure to consummate a Refinancing will not constitute an Event of Default. If a Refinancing is obtained meeting the requirements specified above as certified by the Collateral Manager, the Issuer and the Trustee shall amend the Indenture to the extent necessary to reflect the terms of the Refinancing (which terms may include restrictions on any future Refinancings); and, notwithstanding anything to the contrary in the Indenture (including those terms of the Indenture described under "*—Modification of Indenture*" below), no further consent for such amendments shall be required from the holders of Notes other than, to the extent specified above, holders of the Subordinated Notes approving such redemption by Refinancing. In

connection with a Refinancing upon a redemption of the Secured Notes in whole but not in part, with the approval of a Majority of the Subordinated Notes and the Collateral Manager, the Stated Maturity of the Subordinated Notes, the Non-Call Period, the Reinvestment Period and the Weighted Average Life Test may be changed without the consent of any other holders of Subordinated Notes or the holders of any other Class of Notes. The Trustee will not be obligated to enter into any amendment that, in its view, adversely affects its duties, obligations, liabilities or protections under the Indenture, and the Trustee will be entitled to conclusively rely upon an officer's certificate and/or Opinion of Counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such Opinion of Counsel) provided by the Issuer or the Collateral Manager to the effect that such amendment meets the requirements specified above and is permitted under the Indenture (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds).

In the event of any Optional Redemption, the Issuer shall, at least 12 days prior to the Redemption Date, notify the Trustee in writing of such Redemption Date, the applicable Record Date, the principal amount of Notes to be redeemed on such Redemption Date and the applicable Redemption Prices.

Tax Redemption. The Notes shall also be redeemed in whole but not in part (any such redemption, a "**Tax Redemption**") at the written direction (delivered to the Trustee) of a Majority of the Subordinated Notes following (I) the occurrence and continuation of a Tax Event with respect to payments under one or more Collateral Obligations forming part of the Assets which results in a payment by, or charge or tax burden to, the Issuer that results or will result in the withholding of 5% or more of scheduled distributions for any Collection Period or (II) the occurrence and continuation of a Tax Event resulting in a tax burden on the Issuer in an aggregate amount in any Collection Period in excess of U.S.$1,000,000. To effect a Tax Redemption, a Majority of the Subordinated Notes must provide written notice to the Issuer, the Trustee and the Collateral Manager not later than 45 days prior to the Business Day on which such redemption is to be made (which date shall be designated in such notice). In connection with any Tax Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the holders of such Class of Secured Notes.

The Subordinated Notes may be redeemed, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Secured Notes, at the direction of the Collateral Manager or a Majority of the Subordinated Notes. See "*—The Subordinated Notes*."

Redemption Procedures. Notice of an Optional Redemption or Tax Redemption will be given by the Trustee by first-class mail, postage prepaid, mailed not later than nine days prior to the applicable Redemption Date to each holder of Notes at such holder's address in the applicable register maintained by the registrar under the Indenture and the Subordinated Note Issuing and Paying Agency Agreement and each Rating Agency. In addition, for so long as any Notes are listed on the Irish Stock Exchange and so long as the guidelines of such exchange so require, notice of Optional Redemption or Tax Redemption to the holders of such Notes shall also be given by publication via the Irish Stock Exchange and to the Irish Listing Agent. Notes called for redemption must be surrendered at the office of any Paying Agent. The initial Paying Agents for the Notes will be the Trustee.

The Co-Issuers (or the Collateral Manager on their behalf) will have the option to withdraw any such notice of an Optional Redemption on any day up to and including the day which is one Business Day prior to the applicable Redemption Date. Any withdrawal of such notice of an Optional Redemption will be made by written notice to the Trustee, the Rating Agencies and the Collateral Manager. If the Co-Issuers (or the Collateral Manager on their behalf) so withdraw or are deemed to withdraw any notice of an Optional Redemption, the proceeds received from the sale of any Collateral Obligations and other Assets sold in contemplation of such redemption may, at the Collateral Manager's sole discretion, be reinvested in accordance with the provisions of the Indenture described in "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" (to the extent reinvestment is permissible in accordance with the provisions thereof). If any notice of Optional Redemption is neither withdrawn nor deemed to have been withdrawn and the proceeds of the sale or other disposition of the Collateral Obligations are not sufficient to pay the Redemption Price of each Class of Secured Notes, including as a result of the failure of any sale or other disposition of all or any portion of the Collateral Obligations to settle on the Business Day immediately preceding the applicable Redemption Date, (I) the Secured Notes will be due and payable on such Redemption Date and the failure to pay the Redemption Price for

such Secured Notes shall constitute an Event of Default under the Indenture, and (II) all available sale proceeds from the sale or other disposition of the Collateral Obligations (net of any expenses incurred in connection with such sale or other disposition) will be distributed in accordance with the Priority of Payments.

Unless Refinancing Proceeds and Refinancing Interest Proceeds are being used exclusively to redeem the Secured Notes in whole or to redeem one or more Classes of Secured Notes, in the event of any Optional Redemption or Tax Redemption, no Secured Notes may be optionally redeemed unless (i) at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have furnished to the Trustee evidence (which may be in the form of an officer's certificate) in a form reasonably satisfactory to the Trustee that the Issuer or the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions whose short-term unsecured debt obligations (other than such obligations whose rating is based on the credit of a person other than such institution) are rated, or guaranteed by a Person whose short-term unsecured debt obligations are rated, at least "P-1" by Moody's to sell (directly or by participation or other arrangement), not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Assets at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date, to pay all Administrative Expenses (regardless of the Administrative Expense Cap) and any Senior Collateral Management Fee payable in accordance with the Priority of Payments and redeem all of the Secured Notes on the scheduled Redemption Date at the applicable Redemption Prices (or in the case of any Class of Secured Notes, such lesser amount that the holders of such Class have elected to receive, in the case of a Tax Redemption where holders of such Class have elected to receive less than 100% of the Redemption Price that would otherwise be payable to the holders of such Class), or (ii) prior to selling any Collateral Obligations and/or Eligible Investments, the Collateral Manager shall certify to the Trustee that, in its judgment, the aggregate sum of (A) expected proceeds from the sale of Eligible Investments, (B) for each Collateral Obligation, the product of its Principal Balance and its Market Value and its Applicable Advance Rate less the amount of any expenses expected to be incurred in connection with such sale (including any commission payable in connection with the sale of any Collateral Obligations) and (C) any available cash shall exceed the sum of (x) the aggregate Redemption Prices (or in the case of any Class of Secured Notes, such other amount that the holders of such Class have elected to receive, in the case of a Tax Redemption where holders of such Class have elected to receive less than 100% of the Redemption Price that would otherwise be payable to the holders of such Class) of the outstanding Secured Notes and (y) all Administrative Expenses (regardless of the Administrative Expense Cap) and any Senior Collateral Management Fee payable under the Priority of Payments. Any certification delivered by the Collateral Manager pursuant to this section "*Optional Redemption—Redemption Procedures*" must include (as applicable) (1) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Obligations and/or Eligible Investments and (2) all calculations required by this section "*Optional Redemption—Redemption Procedures*." Any holder of Notes, 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 Assets to be sold as part of an Optional Redemption or Tax Redemption. If the Collateral Manager determines, at any time prior to the applicable Redemption Date, that, based on information reasonably available to the Collateral Manager, in its judgment, it is not reasonably likely to be able to deliver evidence of the sale agreement or agreements referred to in clause (i) above or the certification referred to in clause (ii) above, the Collateral Manager shall promptly notify the Trustee. Upon receipt of such notice, (1) the Trustee will notify the Issuer and the Subordinated Note Issuing and Paying Agent of such determination by the Collateral Manager and (2) the notice of Tax Redemption or Optional Redemption shall be deemed to have been withdrawn by the Co-Issuers and any obligation of the Issuer to complete a Tax Redemption or Optional Redemption on such Business Day shall immediately be terminated.

Notice of redemption shall be given by the Co-Issuers or, upon an issuer order, by the Trustee in the name and at the expense of the Co-Issuers. Failure to give notice of redemption, or any defect therein, to any holder of any Note selected for redemption shall not impair or affect the validity of the redemption of any other Notes.

If any Secured Note called for redemption shall not be paid upon surrender thereof for redemption, the principal thereof shall, until paid, bear interest from the Redemption Date at the applicable Interest Rate for each successive Interest Accrual Period such Note remains outstanding; *provided* that the reason for such non-payment is not the fault of the relevant Noteholder.

Mandatory Redemption

If a Coverage Test (as described under "*Security for the Secured Notes—The Coverage Tests and the Interest Diversion Test*") is not met on any Determination Date on which such Coverage Test is applicable, the Issuer will be required to apply available amounts in the Payment Account pursuant to the Priority of Payments on the related Payment Date to make payments in accordance with the Note Payment Sequence (a "**Mandatory Redemption**") to the extent necessary to achieve compliance with such Coverage Tests, as described under "*Summary of Terms—Priority of Payments*."

Special Redemption

The Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, on any Payment Date (i) during the Reinvestment Period, if the Collateral Manager notifies the Trustee at least five Business Days prior to the applicable Special Redemption Date that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would meet the criteria for reinvestment described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations (a "**Reinvestment Special Redemption**") or (ii) after the Effective Date, if the Collateral Manager notifies the Trustee that the Effective Date Conditions are not satisfied and a redemption is required in order to cause the Effective Date Conditions to be satisfied (a "**Ratings Special Redemption**," and together with a Reinvestment Special Redemption, a "**Special Redemption**"). Any such notice in connection with a Reinvestment Special Redemption shall be based upon the Collateral Manager having attempted, in accordance with the standard of care set forth in the Collateral Management Agreement, to identify additional Collateral Obligations as described above. On the first Payment Date (and all subsequent Payment Dates) following the Collection Period in which notice is given in connection with a Special Redemption (a "**Special Redemption Date**"), the amount in the Collection Account representing (1) in the case of a Reinvestment Special Redemption, Principal Proceeds available in accordance with the Priority of Payments which the Collateral Manager has determined cannot be reinvested in additional Collateral Obligations or (2) in the case of a Ratings Special Redemption, all Interest Proceeds and all Principal Proceeds available in accordance with the Priority of Payments, will, in each case, be applied in accordance with the Priority of Payments. In the case of a Ratings Special Redemption, such amounts will be applied in accordance with the Note Payment Sequence in an amount sufficient to cause the Effective Date Conditions to be satisfied. Notice of a Special Redemption will be given by the Trustee not less than (x) in the case of a Reinvestment Special Redemption, three Business Days prior to the applicable Special Redemption Date and (y) in the case of a Ratings Special Redemption, two Business Days prior to the applicable Special Redemption Date, in each case by email transmission or first class mail, postage prepaid, to each holder of Secured Notes affected thereby at such holder's email address or mailing address in the applicable register maintained by the applicable registrar under the Indenture and to both Rating Agencies. In addition, for so long as any Notes are listed on the Irish Stock Exchange and so long as the guidelines of such exchange so require, notice of Special Redemption to the holders of such Notes shall also be given by publication via the Irish Stock Exchange and to the Irish Listing Agent.

Clean-Up Call Redemption

At the written direction of the Collateral Manager to the Issuer and the Trustee, with copies to the Rating Agencies, at least 20 Business Days prior to the proposed Redemption Date, the Notes will be subject to redemption by the Issuer, in whole but not in part (a "**Clean-Up Call Redemption**"), at the Redemption Price therefor, on any Business Day after the Non-Call Period on which the Collateral Principal Amount is less than 20% of the Target Initial Par Amount; *provided* that the Notes will not be so redeemed if a Majority of the Subordinated Notes, upon written notice delivered to the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent and the Collateral Manager not less than 10 Business Days prior to the Redemption Date, object to such Clean-Up Call Redemption.

Any Clean-Up Call Redemption is subject to (i) the settlement of the sale of all the Assets (other than the Eligible Investments referred to in clause (4) of this sentence) to the Collateral Manager or any other Person, on or prior to the fifth Business Day immediately preceding the related Redemption Date, for a purchase price in cash (the "**Clean-Up Call Redemption Price**") at least equal to the greater of (A) the sum of (1) the Aggregate Outstanding Amount of the Secured Notes, *plus* (2) accrued and unpaid interest thereon (including interest on any accrued and

unpaid Secured Note Deferred Interest, in the case of the Class C Notes, Class D Notes and Class E Notes) to the date of such redemption, *plus* (3) the aggregate of all other amounts owing by the Co-Issuers on the date of such redemption that are payable in accordance with the Priority of Payments prior to distributions in respect of the Subordinated Notes (including all Management Fees and Administrative Expenses (without regard to the Administrative Expense Cap) of the Co-Issuers), *minus* (4) the balance of the Eligible Investments in the Collection Account and (B) the Market Value of such Assets being sold, and (ii) at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have furnished to the Trustee evidence (which may be in the form of an officer's certificate) in a form reasonably satisfactory to the Trustee that the Issuer or the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions whose short-term unsecured debt obligations (other than such obligations whose rating is based on the credit of a person other than such institution) are rated, or guaranteed by a Person whose short-term unsecured debt obligations are rated, at least "P-1" by Moody's to purchase (directly or by participation or other arrangement), not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Assets at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date, to satisfy clause (i) or the receipt by the Trustee from the Collateral Manager, prior to such purchase, of a certification from the Collateral Manager that the sum so received satisfies clause (i). Upon receipt by the Trustee of the certification referred to in the preceding sentence, the Trustee (pursuant to written direction from the Issuer) and the Issuer will take all actions necessary to sell, assign and transfer the Assets to the Collateral Manager or such other Person upon payment in immediately available funds of the Clean-Up Call Redemption Price. The Trustee will deposit such payment into the Collection Account in accordance with the instructions of the Collateral Manager.

Upon receipt from the Collateral Manager of a direction in writing to effect a Clean-Up Call Redemption, the Issuer will set the related Redemption Date (which shall be the next succeeding Payment Date) and the Record Date and give written notice thereof to the Trustee, the Collateral Administrator, the Collateral Manager and the Rating Agencies not later than 15 Business Days prior to the proposed Redemption Date. A notice of redemption will be given by first-class mail, postage prepaid, mailed not later than 10 Business Days prior to the applicable Redemption Date, to each holder of Notes, at such holder's address in the register maintained by the registrar under the Indenture or under the Subordinated Note Issuing and Paying Agency Agreement, as applicable. So long as any Notes are listed on the Irish Stock Exchange and so long as the guidelines of such exchange so require, such a notice of redemption shall also be given to the holders thereof by publication via the Irish Stock Exchange and the Irish Listing Agent.

Any notice of a Clean-Up Call Redemption may be withdrawn by the Collateral Manager up to the fourth Business Day prior to the related scheduled Redemption Date by written notice to the Trustee and the Rating Agencies only if amounts equal to the Clean-Up Call Redemption Price are not received in full in immediately available funds by the fifth Business Day immediately preceding such Redemption Date. The Trustee will give notice of any such withdrawal of a Clean-Up Call Redemption, at the expense of the Issuer, to each holder of Notes that were to be redeemed at such holder's address in the Register, by overnight courier guaranteeing next day delivery not later than the third Business Day prior to the related scheduled Redemption Date. So long as any Notes are listed on the Irish Stock Exchange and the guidelines of such exchange so require, the Trustee will also provide a copy of the notice of such withdrawal to the Irish Listing Agent for delivery to the Irish Stock Exchange.

On the Redemption Date related to any Clean-Up Call Redemption, the Clean-Up Call Redemption Price will be distributed pursuant to the Priority of Payments.

Re-Pricing

On the Payment Date on which the Non-Call Period ends or on any Business Day after the Non-Call Period, at the written direction of a Majority of the Subordinated Notes, the Issuer or the Co-Issuers (or the Collateral Manager on behalf of the Issuer or the Co-Issuers, as applicable) will reduce the spread over LIBOR applicable with respect to any Class or Classes of Secured Notes (other than the Class A Notes and the Class B Notes) to the spread specified in such direction (any such reduction with respect to any such Class of Notes, a "**Re-Pricing**" and any Class of Secured Notes to be subject to a Re-Pricing, a "**Re-Priced Class**"); *provided* that the Issuer and/or the Co-Issuers will not effect any Re-Pricing unless each condition specified below is satisfied with respect thereto. For the avoidance of doubt, no terms of any Secured Notes other than the Interest Rate applicable thereto may be modified

or supplemented in connection with a Re-Pricing. In connection with any Re-Pricing, the Issuer or the Co-Issuers (or the Collateral Manager on behalf of the Issuer or the Co-Issuers, as applicable), may engage a broker-dealer (the "**Re-Pricing Intermediary**") upon the recommendation and subject to the approval of the Collateral Manager and such Re-Pricing Intermediary shall assist the Issuer in effecting the Re-Pricing.

At least 45 days prior to the Business Day fixed by a Majority of the Subordinated Notes for any proposed Re-Pricing (the "**Re-Pricing Date**"), the Issuer or the Co-Issuers, or the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers, will deliver a notice in writing to the Collateral Manager, the Trustee and each Rating Agency, which notice will:

(i) specify the proposed Re-Pricing Date, each Re-Priced Class and in the case of any Class of Notes which bears interest based upon a spread above LIBOR as specified under "*Summary of Terms—Principal Terms of the Notes*" the revised spread over LIBOR to be applied with respect to such Class or in the case of any other Class of Notes, the Interest Rate to be applied with respect to such Class (the "**Re-Pricing Rate**");

(ii) request each Holder of each Re-Priced Class to approve the proposed Re-Pricing; and

(iii) specify the price (which, for purposes of such Re-Pricing, shall be the Redemption Price of such Notes, subject to certain restrictions as set forth in the Indenture) at which Secured Notes of any Holder of a Re-Priced Class who does not approve the Re-Pricing may be sold and transferred pursuant hereto.

The Trustee will promptly, and in any event within two Business Days of receipt of such notice, deliver a copy of such notice to each Holder of each proposed Re-Priced Class.

In the event any Holder of a Re-Priced Class (each, a "**Non-Consenting Holder**") does not deliver written consent to the proposed Re-Pricing on or before the date that is 20 days prior to the proposed Re-Pricing Date, the Issuer or the Co-Issuers, or the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers, will deliver written notice thereof to the Trustee specifying the Aggregate Outstanding Amount of the Secured Notes of each Re-Priced Class held by such Non-Consenting Holders. The Trustee will promptly, and in any event within two Business Days of receipt of such notice, deliver a copy of such notice to each Holder of each proposed Re-Priced Class (each, a "**Consenting Holder**") which has delivered written consent to the proposed Re-Pricing and will request each such Consenting Holder provide written notice to the Issuer or the Co-Issuers, the Trustee, the Collateral Manager and the Re-Pricing Intermediary specifying whether such Consenting Holder would purchase all or any portion of the Notes of a Re-Priced Class for which it is a Consenting Holder held by the Non-Consenting Holders and the Aggregate Outstanding Amount of the Notes of such Re-Priced Class it is willing to purchase (each such notice, an "**Exercise Notice**"), within five Business Days after receipt of such notice. Each Exercise Notice shall constitute an irrevocable offer to purchase the specified Aggregate Outstanding Amount of the applicable Re-Priced Class for a purchase price equal to the Redemption Price for such Notes on the Re-Pricing Date.

In the event the Issuer or the Co-Issuers shall receive Exercise Notices with respect to more than the Aggregate Outstanding Amount of the Secured Notes of any Re-Priced Class held by Non-Consenting Holders, the Issuer or the Co-Issuers, or the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers, will cause the sale and transfer of such Secured Notes, without further notice to the Non-Consenting Holders, on the Re-Pricing Date to the Holders delivering Exercise Notices with respect to such Re-Priced Class, *pro rata* (subject to DTC procedures and the applicable Minimum Denomination requirements) based on the Aggregate Outstanding Amount of the Secured Notes of such Class each such Holder offered to purchase pursuant to its Exercise Notice. In the event the Issuer or the Co-Issuers shall receive Exercise Notices with respect to less than the Aggregate Outstanding Amount of the Secured Notes of any Re-Priced Class held by Non-Consenting Holders, the Issuer or the Co-Issuers, or the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers, will cause the sale and transfer of such Secured Notes, without further notice to the Non-Consenting Holders, on the Re-Pricing Date to the Holders delivering Exercise Notices with respect thereto, (subject to DTC procedures and the applicable Minimum Denomination requirements) based on the Aggregate Outstanding Amount of the Secured Notes of such Class each such Holder offered to purchase pursuant to its Exercise Notice, and any excess Secured Notes of the applicable Re-Priced Class held by Non-Consenting Holders shall be sold to one or more transferees designated by the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers. All such sales of Secured Notes shall be made at the Redemption Price

with respect to such Secured Notes, and will be effected only if the related Re-Pricing is effected in accordance with the provisions of the Indenture. The Holder of each Secured Note, by its acceptance of an interest in the Secured Notes, agrees to sell and transfer its Notes in accordance with the Indenture and agrees to cooperate with the Co-Issuers, the Re-Pricing Intermediary and the Trustee to effect such sales and transfers. The Issuer or the Co-Issuers, or the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers, will deliver written notice to the Trustee and the Collateral Manager not later than 12 Business Days prior to the proposed Re-Pricing Date (a "**Confirmation Notice**") confirming that the Issuer or the Co-Issuers have received written commitments to purchase all Secured Notes of each Re-Priced Class held by Non-Consenting Holders either from Consenting Holders providing Exercise Notices or from one or more transferees designated by the Re-Pricing Intermediary on behalf of the Issuer or the Co-Issuers. If the Issuer or the Co-Issuers or the Re-Pricing Intermediary fails to deliver a Confirmation Notice, the notice of Re-Pricing shall be deemed to have been withdrawn. None of the Issuer, the Co-Issuer, any Re-Pricing Intermediary, the Trustee, the Collateral Administrator or the Collateral Manager shall have any obligation to arrange or seek to arrange for any transferee to purchase any Secured Notes held by a Non-Consenting Holder and not subject to an Exercise Notice and no Holder will have any cause of action against any of the Co-Issuers, any Re-Pricing Intermediary, the Collateral Manager, the Collateral Administrator or the Trustee as a result of any failure to complete a Re-Pricing or to purchase any Notes held by any Non-Consenting Holder. Notwithstanding anything contained herein to the contrary, failure to effect a Re-Pricing, whether or not notice of Re-Pricing has been withdrawn, will not constitute an Event of Default.

The Issuer and/or the Co-Issuers shall not effect any proposed Re-Pricing unless: (i) the Co-Issuers and the Trustee will have entered into a supplemental indenture dated as of the Re-Pricing Date to modify the spread over LIBOR applicable to each Re-Priced Class which bears interest based on a spread above LIBOR as specified under "*Summary of Terms—Principal Terms of the Notes*" and/or to modify the Interest Rate applicable to any other Class of Notes, as applicable, and to effect such other amendments or modifications as shall be necessary to effect such Re-Pricing, (ii) the Trustee has received a Confirmation Notice and the Issuer has certified that all Secured Notes of each Re-Priced Class have been purchased either by Consenting Holders or one or more transferees designated by the Re-Pricing Intermediary, (iii) each Rating Agency shall have been notified of such Re-Pricing, (iv) the Collateral Manager and the Retention Holders shall have consented to such Re-Pricing and (v) all expenses of the Co-Issuers, the Collateral Manager, Citibank, N.A. in its individual capacity, the Collateral Administrator and the Trustee (including the fees of the Re-Pricing Intermediary and fees of counsel) incurred in connection with the Re-Pricing will not exceed the amount of Interest Proceeds available after taking into account all amounts required to be paid pursuant to the Priority of Payments prior to distributions in respect of the Subordinated Notes on the subsequent Payment Date, unless such expenses shall have been paid or shall be adequately provided for by an entity other than the Issuer. If a proposed Re-Pricing is not effected by the proposed Re-Pricing Date, the Trustee will notify each Rating Agency that such proposed Re-Pricing was withdrawn and not effected.

If a Confirmation Notice has been received by the Trustee, notice of a Re-Pricing will be given by the Trustee by first class mail, postage prepaid, mailed not less than 10 Business Days prior to the proposed Re-Pricing Date, to each Holder of Secured Notes of each Re-Priced Class at the address in the Secured Note Register (with a copy to the Collateral Manager), specifying the applicable Re-Pricing Date and Re-Pricing Rate. Notice of Re-Pricing will be given by the Trustee at the expense of the Issuer. Failure to give a notice of Re-Pricing to any Holder of any Re-Priced Class, or any defect therein, will not impair or affect the validity of the Re-Pricing or give rise to any claim based upon such failure or defect. Any notice of a Re-Pricing may be withdrawn by a Majority of the Subordinated Notes on or prior to the fourth Business Day prior to the scheduled Re-Pricing Date by written notice to the Issuer, the Co-Issuer, as applicable, the Trustee and the Collateral Manager for any reason. Upon receipt of such notice of withdrawal or upon any deemed withdrawal pursuant to the above, the Trustee will send such notice to the Holders of Secured Notes of each Class which would have been subject to such Re-Pricing and each Rating Agency.

Issuer purchases of Secured Notes

Notwithstanding anything to the contrary in the Indenture, the Collateral Manager, on behalf of the Issuer, may conduct purchases of the Secured Notes, in whole or in part, in accordance with, and subject to, the terms and conditions set forth below. Notwithstanding the provisions of the Indenture described under "*Security for the Secured Notes—The Collection Account and Payment Account*," amounts in the Principal Collection Subaccount may be disbursed for purchases of Secured Notes in accordance with the provisions described in this section. The Trustee shall cancel as described under "—*Cancellation*" any such purchased Secured Notes surrendered to it for

cancellation or, in the case of any Global Notes, the Trustee shall decrease the Aggregate Outstanding Amount of such Global Notes in its records by the full par amount of the purchased Secured Notes, and instruct DTC or its nominee, as the case may be, to conform its records.

No purchases of the Secured Notes may occur unless each of the following conditions is satisfied:

(a) (i) such purchases of Secured Notes shall occur in the following sequential order of priority: (i) *first*, the Class X Notes and the Class A Notes, *pro rata* among the Class X Notes and the Class A Notes until the Class X Notes and the Class A Notes are retired in full; (ii) *second*, the Class B Notes, until the Class B Notes are retired in full; (iii) *third*, the Class C Notes, until the Class C Notes are retired in full; (iv) *fourth*, the Class D Notes, until the Class D Notes are retired in full; and (v) *fifth*, the Class E Notes, until the Class E Notes are retired in full;

(ii) (1) each such purchase of Secured Notes of any Class shall be made pursuant to an offer made to all holders of the Secured 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 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 shall have the right, but not the obligation, to accept such offer in accordance with its terms and (3) if the Aggregate Outstanding Amount 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 held by each such holder;

(iii) subject to the right of the Issuer to cancel any offer to purchase Secured Notes specified below, each offer to purchase Secured Notes shall be outstanding for not less than 10 Business Days, and if any holder does not accept such offer within such 10 Business Day period, such holder shall be deemed to have rejected such offer;

(iv) each such purchase shall be effected only at prices discounted from par;

(v) each such purchase of Secured Notes shall occur during the Reinvestment Period and shall be effected with Principal Proceeds;

(vi) each Coverage Test is satisfied immediately prior to each such purchase and will be satisfied after giving effect to such purchase;

(vii) no Event of Default shall have occurred and be continuing;

(viii) with respect to each such purchase, the Global Rating Agency Condition shall have been satisfied with respect to all Secured Notes that will remain outstanding following such purchase;

(ix) any Secured Notes to be purchased shall be surrendered to the Trustee for cancellation as described under "—*Cancellation;*" and

(x) each such purchase will otherwise be conducted in accordance with applicable law; and

(b) the Trustee has received an officer's certificate of the Collateral Manager to the effect that the conditions in the foregoing paragraph (a) have been satisfied.

The Issuer reserves the right to cancel any offer to purchase any Secured Notes prior to consummation of the applicable purchase and regardless of whether any Holder has accepted such offer.

Cancellation

All Notes surrendered for payment, registration of transfer, exchange or redemption, or mutilated, defaced or deemed lost or stolen, shall be promptly canceled by the applicable registrar pursuant to the Indenture, 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 in the Indenture or the Subordinated Note Issuing and Paying Agency Agreement (including pursuant to the provisions of the Indenture described under "*—Issuer purchases of Secured Notes*"), or for registration of transfer, exchange or redemption, or for replacement in connection with any Note mutilated, defaced or deemed lost or stolen.

The Issuer may not acquire any of the Notes (including any Notes surrendered or abandoned) except as described above under "*—Issuer purchases of Secured Notes*." The preceding sentence shall not limit an optional or mandatory redemption pursuant to the terms of the Indenture.

Entitlement to payments

Payments on the Notes will be made to the person in whose name the Note is registered on the Record Date. Payments on interests in notes not in global form will be made in U.S. Dollars by wire transfer, as directed by the investor, in immediately available funds to the investor; *provided* that wiring instructions have been provided to the Trustee on or before the related Record Date and; *provided, further*, that if appropriate instructions for any such wire transfer are not received by the Record Date, then such payment shall be made by check drawn on a U.S. bank mailed to such holder of a Note at such holder's address specified in the applicable register maintained by the Trustee. Final payments in respect of principal on the Notes will be made only against surrender of the Notes at the office of any Paying Agent appointed under the Indenture.

Payments on any Global Notes will be made to DTC or its nominee, as the registered owner thereof. None of the Co-Issuers, the Collateral Manager, the Trustee or any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests. The Co-Issuers expect that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a Global Note representing a Class of Notes held by it or its nominee, will immediately credit participants' accounts (through which, in the case of Regulation S Global Notes, Euroclear and Clearstream hold their respective interests) with payments in amounts proportionate to their respective beneficial interests in the stated original principal amount of a Global Note for a Class of Notes, as applicable, as shown on the records of DTC or its nominee. The Co-Issuers also expect that payments by participants to owners of beneficial interests in a Global Note held through the participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for the customers. The payments will be the responsibility of the participants.

Prescription. Except as otherwise required by applicable law, claims by holders of Notes in respect of principal and interest or any other amounts due and payable must be made to the Trustee or any Paying Agent, with respect to Secured Notes, or to the Subordinated Note Issuing and Paying Agent, with respect to Subordinated Notes, within two years of such principal, interest or other amount becoming due and payable. Any funds deposited with the Trustee or any Paying Agent (with respect to Secured Notes) or the Subordinated Note Issuing and Paying Agent (with respect to Subordinated Notes) in trust for the payment of principal, interest or any other amount remaining unclaimed for two years after such principal, interest or other amount has become due and payable shall be paid to the Issuer and, if applicable, the Co-Issuer, pursuant to the Indenture or Subordinated Note Issuing and Paying Agency Agreement, as applicable; and the holder of a Note shall thereafter, as an unsecured general creditor, look only to the Issuer and, if applicable, the Co-Issuer, for payment of such amounts and all liability of the Trustee and any Paying Agent (with respect to Secured Notes) and the Subordinated Note Issuing and Paying Agent (with respect to Subordinated Notes) with respect to such trust funds shall thereupon cease.

Priority of Payments

On each Payment Date, unless an Enforcement Event has occurred and is continuing, Interest Proceeds will be applied in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*."

On each Payment Date, unless an Enforcement Event has occurred and is continuing, Principal Proceeds will be applied in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*."

On each Redemption Date that is not a Payment Date and that is in connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds, all Refinancing Proceeds (together with the Refinancing Interest Proceeds available to pay the accrued interest portion of the Redemption Price and any Refinancing expenses) will be applied in the order of priority described under "*Summary of Terms—Priority of Payments—Refinancing Interim Priority of Payments*." On any Redemption Date in connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds which occurs on a Payment Date, amounts transferred from the Interest Collection Subaccount and the Principal Collection Subaccount will be applied first in the order or priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*," respectively, for distribution thereunder and thereafter, any Refinancing Proceeds shall be applied to pay the Redemption Price for each Class of Secured Notes subject to such redemption by Refinancing in the order or priority of such Class or Classes and any remaining Refinancing Proceeds shall be deposited in the Collection Account as Principal Proceeds.

Notwithstanding the provisions of "Summary of Terms—Priority of Payments—Application of Interest Proceeds" and "Summary of Terms—Priority of Payments—Application of Principal Proceeds," if a declaration of acceleration of the maturity of the Notes has occurred following an Event of Default and such declaration of acceleration has not been rescinded (an "**Enforcement Event**"), on each date or dates fixed by the Trustee (each such date to occur on a Payment Date), or in respect of a redemption of Secured Notes, in whole (with respect to all Classes of Secured Notes) but not in part, solely from Sale Proceeds on a Redemption Date that is not a Payment Date, proceeds in respect of the Assets and the Sale Proceeds will be applied in the following order of priority (the "**Special Priority of Payments**"):

(A) (1) *first*, to the payment of taxes and governmental fees (including annual return and registered office fees) owing by the Issuer or the Co-Issuer, and (2) *second*, to the payment of the accrued and unpaid Administrative Expenses, in the priority stated in the definition thereof, up to the Administrative Expense Cap; *provided* that, following the commencement of any sales of Assets pursuant to the provision of the Indenture described in clause (i) of the fourth paragraph under "*The Indenture*," the Administrative Expense Cap shall be disregarded;

(B) to the payment of the Senior Collateral Management Fee (and any previously deferred Senior Collateral Management Fee) due and payable to the Collateral Manager;

(C) to the payment, *pro rata* based on amounts due, of accrued and unpaid interest on the Class X Notes and the Class A Notes

(D) to the payment, *pro rata* based on amounts due, of principal of the Class X Notes (including the Class X Principal Amortization Amount and any Unpaid Class X Principal Amortization Amount) and the Class A Notes;

(E) to the payment of accrued and unpaid interest on the Class B Notes;

(F) to the payment of principal of the Class B Notes;

(G) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class C Notes;

(H) to the payment of any Secured Note Deferred Interest on the Class C Notes;

(I) to the payment of principal of the Class C Notes;

(J) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class D Notes;

(K) to the payment of any Secured Note Deferred Interest on the Class D Notes;

(L) to the payment of principal of the Class D Notes;

(M) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class E Notes;

(N) to the payment of any Secured Note Deferred Interest on the Class E Notes;

(O) to the payment of principal of the Class E Notes;

(P) to the payment of the Subordinated Collateral Management Fee (and any previously deferred Subordinated Collateral Management Fee) due and payable to the Collateral Manager;

(Q) to the payment (in the same manner and order of priority stated therein) of any Administrative Expenses not paid pursuant to clause (A)(2) above due to the limitation contained therein;

(R) to the payment of amounts referred to in clause (S) or clause (U) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" only to the extent not already paid (in the same manner and order of priority stated therein);

(S) to the payment of amounts referred to in clause (W) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*"; and

(T) to the payment of amounts referred to in clause (X) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*".

Notwithstanding any other provision of the Indenture to the contrary, from and after the date on which no Secured Notes are deemed or considered Outstanding, (i) by 12:00PM New York time, upon three (3) Business Days prior notice to the Trustee and the Collateral Administrator, the Collateral Manager with the consent of a Majority of the Subordinated Notes may designate any Business Day as a "Payment Date" for purposes of the Priority of Payments and distribute any Interest Proceeds or Principal Proceeds in accordance with the Priority of Payments and (ii) no further monthly reports or distribution reports will be required to be prepared.

The Indenture

Events of Default. "**Event of Default**" will be defined in the Indenture as:

(a) a default in the payment, when due and payable, of (i) any interest on any Class X Note, Class A Note or Class B Note or, if there are no Class X Notes, Class A Notes or Class B Notes outstanding, any Class C Note or, if there are no Class X Notes, Class A Notes, Class B Notes or Class C Notes outstanding, any Class D Note or, if there are no Class X Notes, Class A Notes, Class B Notes, Class C Notes or Class D Notes outstanding, any Class E Note and, in each case, the continuation of any such default for five Business Days, or (ii) any principal of, or interest or Secured Note Deferred Interest on, or any Redemption Price in respect of, any Secured Note at its Stated Maturity or on any Redemption Date; *provided* that, in the case of a default resulting from a failure to disburse due to an administrative error or omission by the Collateral Manager, Trustee, Collateral Administrator or any Paying Agent, such default will not be an Event of Default unless such failure continues for 10 Business Days after a trust officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission;

(b) the failure on any Payment Date to disburse amounts available in the Payment Account in excess of U.S.$25,000 in accordance with the priority of payments set forth in the Indenture and continuation of such failure for a period of five Business Days; *provided* that, in the case of a default resulting from a failure to disburse due to an administrative error or omission by the Collateral Manager, Trustee, Collateral Administrator or any Paying Agent, such default will not be an Event of Default unless such failure continues for 10 Business Days after a trust officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission;

(c) either of the Co-Issuers or the pool of Assets becomes an investment company required to be registered under the Investment Company Act and that status continues for 45 days;

(d) except as otherwise provided in this definition of "Event of Default," a default in a material respect in the performance, or breach in a material respect, of any other covenant or other agreement of the Issuer or the Co-Issuer in the Indenture (it being understood, without limiting the generality of the foregoing, that any failure to meet any Concentration Limitation, Collateral Quality Test, Interest Diversion Test or Coverage Test is not an Event of Default and any failure to satisfy the requirements described under "*Use of Proceeds—Effective Date*" is not an Event of Default, except in either case to the extent provided in clause (f) below), or the failure of any representation or warranty of the Issuer or the Co-Issuer made in the Indenture 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 45 days after notice to the Issuer or the Co-Issuer, as applicable, and the Collateral Manager by registered or certified mail or overnight courier, by the Trustee, the Issuer, the Co-Issuer or the Collateral Manager or to the Issuer or the Co-Issuer, as applicable, the Collateral Manager and the Trustee at the direction of the holders of at least a Majority of the Controlling Class, specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a "Notice of Default" under the Indenture;

(e) certain events of bankruptcy, insolvency, receivership or reorganization of either of the Co-Issuers; or

(f) on any Measurement Date on which any Class A Notes are outstanding, failure of the percentage equivalent of a fraction, (i) the numerator of which is equal to (1) the sum of (a) the Aggregate Principal Balance of the Collateral Obligations, excluding Defaulted Obligations, and (b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds *plus* (2) the aggregate Market Value of all Defaulted Obligations on such date and (ii) the denominator of which is equal to the Aggregate Outstanding Amount of the Class A Notes, to equal or exceed 102.5%.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in clause (e) above), the Trustee may (with the written consent of a Majority of the Controlling Class), and shall (upon the written direction of a Majority of the Controlling Class), by notice to the Co-Issuers and each Rating Agency, declare the principal of all the Secured Notes to be immediately due and payable ("**acceleration**"), and upon any such declaration the principal of the Notes, together with all accrued and unpaid interest thereon (including, in the case of the Class C Notes, the Class D Notes and the Class E Notes, any Secured Note Deferred Interest), and other amounts payable under the Indenture, shall become immediately due and payable. If an Event of Default described in clause (e) above occurs, such an acceleration will occur automatically.

At any time after such a declaration of acceleration of maturity has been made and before a judgment or decree for payment of the cash due has been obtained by the Trustee, a Majority of the Controlling Class by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences if: (i) the Issuer or the Co-Issuer has paid or deposited with the Trustee a sum sufficient to pay (A) all unpaid installments of interest and principal then due and payable on the Secured Notes (without regard to such acceleration); (B) to the extent that the payment of such interest is lawful, interest upon any Secured Note Deferred Interest at the applicable Interest Rate; and (C) all unpaid taxes and Administrative Expenses of the Co-Issuers and other sums paid or advanced by the Trustee under the Indenture or by the Collateral Administrator under the Collateral Administration Agreement or hereunder, accrued and unpaid Senior Collateral Management Fee and any other amounts then payable by the Co-Issuers under the Indenture prior to such Administrative Expenses and such Senior Collateral Management Fee; and (ii) it has been determined that all Events of Default, other than the nonpayment of the interest on or principal of the Secured Notes that has become due solely by such acceleration, have (1) been cured, and a Majority of the Controlling Class by written notice to the Trustee has agreed with such determination (which agreement shall not be unreasonably withheld), or (2) been waived as provided in the Indenture. No such rescission shall affect any subsequent default or impair any right consequent thereon. The Trustee shall promptly give written notice of any such rescission or annulment to Moody's. Notwithstanding anything in this paragraph or the immediately preceding paragraph to the contrary, the Secured Notes will not be subject to acceleration by the Trustee or a Majority of the Controlling Class solely as a result of the failure to pay (i) at any time when the Class A Notes are the Controlling Class, any amount due on any Notes other than the Class X Notes, the Class A Notes or Class B Notes or (ii) at any other time, any amount due on any Notes that are not of the Controlling Class.

If an Event of Default has occurred and is continuing, the Trustee will retain the Assets intact and collect and cause the collection of all payments in respect of the Assets and make and apply all payments and deposits and maintain all accounts in respect of the Assets and the Notes in accordance with the Priority of Payments and the subordination provisions of the Indenture unless either:

(i) the Trustee determines (in the manner described in the Indenture) that the anticipated proceeds of a sale or liquidation of the Assets (after deducting the reasonable expenses of such sale or liquidation) would be sufficient to discharge in full the amounts then due (or, in the case of interest, accrued) and unpaid on the Secured Notes for principal and interest (including accrued and unpaid Secured Note Deferred Interest) and all other amounts that, pursuant to the Priority of Payments, are required to be paid prior to such payments on the Secured Notes (including any amounts due and owing as Administrative Expenses (without regard to the Administrative Expense Cap) and any due and unpaid Senior Collateral Management Fee) and a Majority of the Controlling Class agrees with such determination; or

(ii) (A) if an Event of Default referred to in clause (a) of the definition thereof has occurred and is continuing, a Majority of the Controlling Class directs the sale and liquidation of the Assets, (B) if any Class A Notes remain outstanding and an Event of Default referred to in clause (f) of the definition thereof has occurred and is continuing, a Majority of the Class A Notes directs the sale and liquidation of the Assets or (C) if any other Event of Default (other than those described in (A) or (B) above) has occurred and is continuing, a Majority of each Class of the Secured Notes (voting separately by Class) direct the sale and liquidation of the Assets.

A Majority of the Controlling Class will have the right following the occurrence, and during the continuance of, an Event of Default to cause the institution of and direct the time, method and place of conducting any proceeding for any remedy available to the Trustee; *provided* that (a) such direction shall not conflict with any rule of law or with any express provision of the Indenture, (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction, (c) the Trustee shall have been provided with indemnity reasonably satisfactory to it, and (d) notwithstanding the foregoing, any direction to the Trustee to undertake a sale of Assets may be given only in accordance with the preceding paragraph and the other applicable provisions of the Indenture.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee will be under no obligation to exercise the rights or powers vested in it under the Indenture in respect of an Event of Default at the request or direction of the holders of any Notes unless such holders have provided to the Trustee security or indemnity reasonably satisfactory to the Trustee. Prior to the time a judgment or decree for payment of the cash due has been obtained by the Trustee, as provided in the Indenture, a Majority of the Controlling Class may on behalf of the Holders of all the Notes waive any past Event of Default or any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default, and its consequences, except any such Event of Default or occurrence (a) in the payment of the principal of or interest on any Secured Note (which, except as specified in clause (b) below, may be waived only with the consent of the holder of such Secured Note), (b) in the payment of interest on the Secured Notes of the Controlling Class (which may be waived only with the consent of a Supermajority of the Controlling Class), (c) in respect of a covenant or provision of the Indenture that, under the provision of the Indenture providing for supplemental indentures with the consent of Holders of Notes, cannot be modified or amended without the waiver or consent of the holder of each such outstanding Note materially and adversely affected thereby (which may be waived only with the consent of each such holder) or (d) in respect of certain representations contained in the Indenture relating to the security interests in the Assets (which may be waived only by a Majority of the Controlling Class if the Global Rating Agency Condition is satisfied).

No holder of a Note will have the right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy under the Indenture, unless (i) such holder previously has given to the Trustee written notice of an Event of Default, (ii) the holders of not less than 25% of the then Aggregate Outstanding Amount of the Controlling Class have made a written request to the Trustee to institute such proceedings in its own name as Trustee and such holders have provided the Trustee indemnity reasonably satisfactory to the Trustee, (iii) the Trustee, for 30 days after its receipt of such notice, request and provision of such indemnity to the Trustee, has failed to institute any such proceeding and (iv) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by a Majority of the Controlling Class.

In determining whether the holders of the requisite Aggregate Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture, the following Notes shall be disregarded and deemed not to be outstanding:

(a) Notes owned by the Issuer, the Co-Issuer or any other obligor upon the Notes; and

(b) any Collateral Manager Notes under the limited circumstances described under "*The Collateral Management Agreement—Removal, Resignation and Replacement of the Collateral Manager*,"

except in each case that (1) in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a trust officer of the Trustee actually knows to be so owned or to be Collateral Manager Notes shall be so disregarded; and (2) Notes so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not one of the Persons specified above.

If an Event of Default has occurred and has not been cured or waived and acceleration occurs in accordance with the Indenture, the most senior Class of Notes then outstanding shall be paid in full in cash or, to the extent the Majority of such Class consents, other than in cash, before any further payment or distribution is made on account of any more subordinate Classes, in each case in accordance with the Special Priority of Payments. Upon such an acceleration, investors in any such subordinate Class of Notes will not receive any payments until such senior Classes of Notes are paid in full. If an Event of Default has occurred, but the Assets have not been liquidated and the Notes have not been accelerated, payments on the Notes will continue to be made in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*." There can be no assurance that, after payment of principal and interest on the Notes senior to any Class of Notes, the Issuer will have sufficient funds to make payments in respect of such Class of Notes. See "*Risk Factors—Relating to the Notes—The subordination of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Subordinated Notes, as described below, will affect their right to payment*."

Notices. Notices to the holders of the Secured Notes shall be given by first class mail, postage prepaid, to registered holders of Notes at each such holder's address appearing in the register maintained by the Trustee. Notices to the Holders of Subordinated Notes will be given by first class mail, postage prepaid, to the registered holders of Subordinated Notes at their address appearing in the register maintained by the Subordinated Note Issuing and Paying Agent. The Trustee will agree in the Indenture to notify the holders of the Notes of its receipt of any written notice from the Collateral Manager to the effect that any of the events specified in the definition of "cause" has occurred.

Class X Notes, Class A Notes and Voting. The Class X Notes and the Class A Notes being *pari passu* in right of payment of interest for purposes of any vote under the Indenture and any other Transaction Document, including any vote measured "separately by Class", such Class X Notes and Class A Notes shall be treated as a single Class, except, in each case, in connection with any supplemental indenture which affects either such sub-class exclusively and differently from the Holders of any other Class or sub-class.

Modification of Indenture. With the consent of a Majority of each Class of Secured Notes materially and adversely affected thereby, if any, and a Majority of the Subordinated Notes, the Trustee and the Co-Issuers may execute one or more supplemental indentures to add any provisions to, or change in any manner or eliminate any provisions of, the Indenture or modify in any manner the rights of the holders of the Notes of any Class under the Indenture; *provided* that, with respect to supplemental indentures addressing changes in law, rule or regulation, the Aggregate Outstanding Amount of any Class shall, for purposes of determining whether a Majority of any Class has given a consent or direction pursuant to this paragraph, be deemed to be the Aggregate Outstanding Amount the Notes outstanding of such Class responding to such solicitation within 30 days of the date of such of solicitation by consent or direction, as the case may be; *provided, however,* that if no holders of a particular Class of Notes responds to such solicitation during such 30-day period following the solicitation of consents and directions, then the holders of such Class of Notes will be deemed not to have consented to the applicable supplemental indenture; *provided further* that, notwithstanding anything to the contrary in this paragraph, without the consent of each holder

of each outstanding Note of each Class materially and adversely affected thereby, no such supplemental indenture described above may:

(i) change the Stated Maturity of the principal of or the due date of any installment of interest on any Secured Note, reduce the principal amount thereof or the rate of interest thereon (other than pursuant to a Re-Pricing) or the Redemption Price with respect to any Note, or change the earliest date on which Notes of any Class may be redeemed, change the provisions of the Indenture relating to the application of proceeds of any Assets to the payment of principal of or interest on the Secured Notes, or distributions on the Subordinated Notes or change any place where, or the coin or currency in which, Notes or the principal thereof or interest or any distribution thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the applicable Redemption Date); *provided* that, in connection with any supplemental indenture pursuant to this clause (i) that reduces the rate of interest on any Class of Secured Notes, no other Class shall be deemed to be materially and adversely affected thereby; *provided further* that, in connection with a Refinancing of all Classes of Secured Notes in full, with the approval of a Majority of the Subordinated Notes and the Collateral Manager, the Stated Maturity of the Subordinated Notes may be changed without the consent of each holder of a Subordinated Note.

(ii) reduce the percentage of the Aggregate Outstanding Amount of holders of Notes of each Class whose consent is required for the authorization of any such supplemental indenture or for any waiver of compliance with certain provisions of the Indenture or certain defaults thereunder or their consequences provided for in the Indenture;

(iii) impair or adversely affect the Assets except as otherwise permitted in the Indenture;

(iv) except as otherwise permitted by the Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any part of the Assets or terminate such lien on any property at any time subject thereto or deprive the holder of any Secured Note of the security afforded by the lien of the Indenture;

(v) reduce or increase the percentage of the Aggregate Outstanding Amount of holders of any Class of Secured Notes whose consent is required to request the Trustee to preserve the Assets or rescind the Trustee's election to preserve the Assets or to sell or liquidate the Assets pursuant to the Indenture;

(vi) eliminate any condition required to be satisfied with respect to entering into supplemental indentures;

(vii) modify the definition of the term "Controlling Class," the definition of the term "Outstanding" or the priority of payments set forth in the Indenture;

(viii) modify any of the provisions of the Indenture in such a manner as to affect the calculation of the amount of any payment of interest or principal on any Secured Note, or any amount available for distribution to the Subordinated Notes, or to affect the rights of the holders of any Secured Notes to the benefit of any provisions for the redemption of such Secured Notes contained therein;

(ix) modify any of the provisions of the Indenture relating to limited recourse and non-petition; or

(x) modify any of the provisions of the Indenture relating to the institution or proceedings for certain events of bankruptcy, winding up, insolvency, receivership or reorganization of the Co-Issuers.

In addition, any supplemental indenture (other than in connection with a Refinancing in full of all Secured Notes) that would change the Indenture (1) to modify any Investment Criteria with respect to the acquisition of Collateral Obligations during or after the Reinvestment Period or (2) to make changes to the Weighted Average Life Test shall be deemed to materially and adversely affect each Class of Secured Notes and the Subordinated Notes and therefore, in accordance with the above provisions (and any further requirements in the Indenture) shall require the consent of a Majority of each Class of Notes (voting separately by Class) prior to execution of such supplemental indenture by the Trustee and the Co-Issuers.

Furthermore, any supplemental indenture (other than in connection with a Refinancing in full of all Secured Notes) that would change the Indenture to amend (1) the definitions of, or the definitions of terms used to calculate, or the levels of, the Minimum Floating Spread Test, the Maximum Moody's Rating Factor Test, the Moody's Diversity Test, the Minimum Weighted Average Moody's Recovery Rate Test, the Weighted Average Life Test or the Minimum Weighted Average Coupon Test, the S&P CDO Monitor Test or the Minimum Weighted Average S&P Recovery Rate Test, (2) the definition of "Concentration Limitations," (3) the definition of "Credit Risk Obligation," (4) the definition of "Credit Improved Obligation," (5) the definition of "Defaulted Obligation," (6) the definition of "Equity Security" or (7) any restrictions on the sale of Collateral Obligations as described in "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" shall require the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes prior to execution of such supplemental indenture by the Trustee and the Co-Issuers. However, in connection with a Refinancing upon a redemption of the Secured Notes in whole but not in part, with the approval of a Majority of the Subordinated Notes and the Collateral Manager, the Stated Maturity of the Subordinated Notes, the Non-Call Period, the Reinvestment Period and the Weighted Average Life Test may be changed without the consent of any other holders of Subordinated Notes or the holders of any other Class of Notes.

The Co-Issuers and the Trustee may also enter into supplemental indentures, with an Opinion of Counsel being provided to the Co-Issuers and the Trustee that no Class of Notes would be materially and adversely affected thereby (except in the case of clause (iii), (vi), (x), (xi), (xii), (xiv) or (xviii) below for which no such opinion shall be required) but without obtaining the consent of holders of the Notes (except any consent required by clause (iii), (vi), (x), (xi), (xii), (xiv) or (xv) below) at any time and from time to time, subject to certain requirements described in the Indenture:

(i) to evidence the succession of another person to the Issuer or the Co-Issuer and the assumption by any such successor person of the covenants of the Issuer or the Co-Issuer in the Indenture and in the Notes;

(ii) to add to the covenants of the Co-Issuers or the Trustee for the benefit of the Secured Parties;

(iii) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee or add to the conditions, limitations or restrictions on the authorized amount, terms and purposes of the issue, authentication and delivery of the Secured Notes; *provided* that, if the holders of any Class of Notes would be materially and adversely affected by such supplemental indenture entered into pursuant to this clause (iii), the consent to such supplemental indenture has been obtained from a Majority of each such Class;

(iv) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee and to add to or change any of the provisions of the Indenture as shall be necessary to facilitate the administration of the trusts under the Indenture by more than one Trustee, pursuant to the requirements of the Indenture;

(v) to correct or amplify the description of any property at any time subject to the lien of the Indenture, or to better assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture (including any and all actions necessary or desirable as a result of changes in law or regulations) or to subject to the lien of the Indenture any additional property;

(vi) to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) or to enable the Co-Issuers to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required by the Indenture; *provided* that, if the holders of any Class of Notes would be materially and adversely affected by such supplemental indenture entered into pursuant to this clause (vi), the consent to such supplemental indenture has been obtained from a Majority of each such Class;

(vii) to make such changes as shall be necessary or advisable in order for (A) the Notes to be or remain listed on an exchange, including the Irish Stock Exchange or (B) the creation or operation of any Blocker Subsidiary, the conveyance of any Assets to such Blocker Subsidiary, the disposition of such Assets and any distributions by such Blocker Subsidiary and such other matters incidental thereto;

provided that such changes shall not affect the conditions relating to the establishment and operation of such Blocker Subsidiary in effect immediately prior to such changes;

(viii) so long as a Majority of the Controlling Class has not objected thereto within five Business Days after receipt of notice of any proposed supplemental indenture to be entered into pursuant to this clause (viii), otherwise to correct any inconsistency or cure any ambiguity, omission or manifest errors in the Indenture or to conform the provisions of the Indenture to this Offering Circular;

(ix) to take any action advisable to prevent the Issuer or any Blocker Subsidiary from becoming subject to withholding or other taxes, fees or assessments (including requiring holders of Notes to supply information needed to comply with Tax Account Reporting Rules) or to prevent the Issuer from being treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise being subject to U.S. federal, state or local income tax on a net income basis or subject to tax on a net income basis in any jurisdiction outside the Issuer's jurisdiction of incorporation;

(x) (A) at any time during the Reinvestment Period, subject to the consent of a Majority of the Subordinated Notes and, unless only additional Subordinated Notes are being issued, a Majority of the Controlling Class, to make such changes as shall be necessary to permit the Co-Issuers or the Issuer (I) to issue additional notes of any one or more new classes that are fully subordinated to the existing Secured Notes (or to the most Junior Class of securities of the Issuer issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes is then outstanding); *provided* that any such additional issuance of notes shall be issued in accordance with, (x) in the case of secured notes, the Indenture or (y) in the case of subordinated notes, the Subordinated Note Issuing and Paying Agency Agreement; or (II) to issue additional notes of any one or more existing Classes; *provided* that any such additional issuance of notes shall be issued in accordance with, (x) in the case of secured notes, the Indenture or (y) in the case of subordinated notes, the Subordinated Note Issuing and Paying Agency Agreement; or (B) at any time, to give effect to any permitted Refinancing;

(xi) to evidence any waiver by any Rating Agency as to any requirement in the Indenture that such Rating Agency confirm (or to evidence any other elimination of any requirement in the Indenture that any Rating Agency confirm) that an action or inaction by the Issuer or any other Person will not result in a reduction or withdrawal of its then-current rating of any Class of Secured Notes as a condition to such action or inaction; *provided* that the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes must be obtained with respect to any proposed supplemental indenture entered into pursuant to this clause (xi);

(xii) to make changes as shall be necessary or advisable to conform to ratings criteria and other guidelines (including any alternative methodology published by any of the Rating Agencies) relating to collateral debt obligations in general published by any Rating Agency; *provided* that the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes must be obtained with respect to any proposed supplemental indenture entered into pursuant to this clause (xii);

(xiii) to make changes as shall be necessary or advisable to comply with Rule 17g-5 or Rule 17g-10 of the Exchange Act;

(xiv) to make such changes as shall be necessary to facilitate the Co-Issuers or Issuer, as applicable, effecting a Re-Pricing in accordance with the Indenture, including establishing a period of time following such Re-Pricing that the replacement securities are not subject to Optional Redemption or Re-Pricing (but remain subject to Mandatory Redemption, Special Redemption and Tax Redemption) or to prohibit a Re-Pricing or Optional Redemption of the replacement securities; *provided* that the consent of a Majority of the Subordinated Notes must be obtained with respect to any proposed supplemental indenture entered into pursuant to this clause (xiv);

(xv) with the written consent of a supermajority (66-2/3% based on the aggregate principal amount of Notes held by the Section 13 Banking Entities) of the Section 13 Banking Entities (voting as a single class) to amend, modify or otherwise change the provisions of the Indenture so that (A) the Issuer is not a

"covered fund" under the Volcker Rule, (B) any Class of Secured Notes are not considered to constitute "ownership interests" under the Volcker Rule, (C) ownership of the Notes will otherwise be exempt from the Volcker Rule, or (D) to permit compliance with the Dodd-Frank Act, as amended from time to time (including, without limitation, the Volcker Rule), as applicable to the Co-Issuers, the Collateral Manager or the Notes, or any rules or regulations thereunder or to reduce costs to the Issuer as a result thereof. In addition, unless the Issuer has received written consent from a Supermajority of Section 13 Banking Entities (if any Notes are held by Section 13 Banking Entities at such time) at least one Business Day prior to the execution thereof by the Trustee, no supplemental indenture may amend or delete the defined terms "Collateral Obligation," "Equity Security," "Eligible Investment," "Participation Interest" and "Volcker Rule," (to the extent that such supplemental indenture adversely affects the ability of the Issuer to qualify for the "loan securitization exclusion" from the definition of "covered fund" under the Volcker Rule) or the conditions applicable to the Issuer's entry into a Hedge Agreement as set forth in the Indenture;

(xvi) to make modifications determined by the Collateral Manager to be necessary (in its commercially reasonable judgment based upon written advice or opinion of nationally recognized counsel experienced in such matters) in order for any transaction contemplated by the Indenture (including any issuance of additional Notes, Optional Redemption by Refinancing or Re-Pricing) to comply with, or avoid the application of, the U.S. Risk Retention Rules; *provided* that no amendment or modification effected solely under this clause (xvi) may modify the definitions of the terms "Redemption Price" or "Non-Call Period" (other than to extend the Non-Call Period in connection with an issuance of additional Notes, Optional Redemption by Refinancing or Re-Pricing);

(xvii) to amend, modify or otherwise accommodate changes to the Indenture to comply with (in the commercially reasonable judgment of the Collateral Manager based upon written advice or opinion of nationally recognized counsel experienced in such matters) any rule or regulation enacted by any regulatory agencies of the United States federal government after the Closing Date that are applicable to the Notes or the transactions contemplated by the Indenture, including without limitation any rules or regulations adopted pursuant to the U.S. Risk Retention Rules; or

(xviii) to change the base rate component of the Interest Rate applicable to the Secured Notes from LIBOR to an alternate base rate and to make such other amendments as are necessary or advisable in the commercially reasonable judgment of the Collateral Manager to facilitate such change; *provided* that such modifications are being undertaken due to (x) a material disruption to LIBOR, (y) a change in the methodology of calculating LIBOR or (z) LIBOR ceasing to be reported on the Reuters Screen (or the reasonable expectation of the Collateral Manager that any of the events specified in clause (x), (y) or (z) will occur no later than the Interest Accrual Period immediately following such supplemental indenture); *provided, further*, that such alternative base rate component of the Interest Rate applicable to the Secured Notes is either (1) the rate suggested as a replacement for LIBOR by the Alternative Reference Rates Committee convened by the Federal Reserve, (2) the rate suggested as a replacement for LIBOR by the Loan Syndications and Trading Association or (3) the rate that is consistent with the base rate that is the replacement for LIBOR being used with respect to at least 50% (by principal amount) of the quarterly pay floating rate Collateral Obligations included in the Assets.

It shall not be necessary for any act of any holders of Secured Notes or Subordinated Notes to approve the particular form of any proposed supplemental indenture, but it shall be sufficient, if the consent of any such holders to such proposed supplemental indenture is required, that such act shall approve the substance thereof.

The Collateral Manager will not be bound to follow any amendment or supplement to the Indenture unless it has received written notice of such amendment or supplement and a copy thereof from the Issuer or the Trustee. The Issuer agrees that it will not permit to become effective any supplement or modification to the Indenture which would (i) increase the duties or liabilities of, reduce or eliminate any right or privilege of the Collateral Manager (including as a result of an effect on the amount or priority of any fees or other amounts payable to the Collateral Manager), or adversely change the economic consequences to the Collateral Manager, (ii) modify the restrictions on the sales of Collateral Obligations, (iii) change the obligations of the Collateral Manager with respect to the U.S. Risk Retention Rules or require the Collateral Manager to take any additional action (including purchasing additional Notes) in order to comply with the U.S. Risk Retention Rules or (iv) expand or restrict the Collateral

Manager's discretion, in each case, as determined by the Collateral Manager in its commercially reasonable judgment, and the Collateral Manager shall not be bound thereby unless the Collateral Manager shall have consented in advance thereto in writing. No amendment to the Indenture will be effective against the Collateral Administrator if such amendment would adversely affect the Collateral Administrator, including, without limitation, any amendment or supplement that would increase the duties or liabilities of, or adversely change the economic consequences to, the Collateral Administrator, unless the Collateral Administrator otherwise consents in writing. The Trustee shall not be obligated to enter into any supplemental indenture which affects the Trustee's own rights, duties, liabilities or immunities under the Indenture or otherwise or adversely changes the economic consequences to the Trustee, except to the extent required by law.

With respect to any supplemental indenture, the Trustee and the Issuer shall be entitled to conclusively rely upon an 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) or an officer's certificate of the Collateral Manager, as to (i) whether or not any Class of Secured Notes would be materially and adversely affected by any supplemental indenture described above, and (ii) whether or not the Subordinated Notes would be materially and adversely affected by any supplemental indenture described above; *provided* that, for any supplemental indenture (other than any supplemental indenture entered into pursuant to clause (iii), (vi), (x), (xi), (xii), (xiv) or (xv) of the third preceding paragraph for which the consent of the Holders of the Notes would not otherwise be required except as expressly set forth in such clauses) if a Supermajority of the Notes of any such Class have provided notice to the Trustee at least one Business Day prior to the proposed date of the execution of such supplemental indenture that such Class would be materially and adversely affected thereby, (i) the Trustee shall not be entitled so to rely upon an Opinion of Counsel or an officer's certificate of the Collateral Manager as to whether or not the Holders of such Class would be materially and adversely affected by such supplemental indenture and (ii) the Trustee shall only enter into such supplemental indenture with the consent of a Majority (or such greater percentage required above) of Holders of the Notes of such Class. Neither the Trustee nor the Issuer shall be liable for any reliance made in good faith upon an Opinion of Counsel or an officer's certificate of the Collateral Manager delivered to the Trustee as described in the Indenture. Such determination shall be conclusive and binding on all present and future holders. The Trustee shall have no obligation to request such a determination unless the Trustee is requested in writing to do so by or on behalf of the Issuer, the Placement Agent or a Holder or beneficial owner of Notes; *provided* that without such a determination the Trustee shall not enter into any supplemental indenture unless such supplemental indenture effects only changes described in clause (vii) of the third preceding paragraph or such supplemental indenture is a supplemental indenture described in clause (x)(A)(II) of the third preceding paragraph facilitating an additional issuance of Subordinated Notes under the Subordinated Note Issuing and Paying Agency Agreement only.

For so long as any Notes are listed on the Irish Stock Exchange and the guidelines of such exchange shall so require, the Issuer will notify the Irish Stock Exchange of any material modification of the Indenture. At the cost of the Co-Issuers, for so long as any Notes shall remain outstanding, not later than 10 Business Days prior to the execution of any proposed supplemental indenture, the Trustee shall deliver to the Collateral Manager, the Collateral Administrator, the Noteholders, the Rating Agencies and the Subordinated Note Issuing and Paying Agent for distribution to the Subordinated Noteholders a notice attaching a copy of such supplemental indenture and indicating the proposed date of execution of such supplemental indenture. Following such delivery by the Trustee, if any changes are made to such supplemental indenture other than to correct typographical errors or to adjust formatting, then at the cost of the Co-Issuers, for so long as any Notes shall remain outstanding, not later than five Business Days prior to the execution of such proposed supplemental indenture (*provided* that the execution of such proposed supplemental indenture shall not in any case occur earlier than the date 10 Business Days after the initial distribution of such proposed supplemental indenture pursuant to the second sentence of this paragraph), the Trustee shall deliver to the Collateral Manager, the Collateral Administrator, the Noteholders, the Rating Agencies and the Subordinated Note Issuing and Paying Agent for distribution to the Subordinated Noteholders a copy of such supplemental indenture as revised, indicating the changes that were made.

If any supplemental indenture permits the Issuer to enter into a Synthetic Security or other hedge, swap or derivative transaction (each a "**hedge agreement**"), the Co-Issuers and the Trustee shall not enter into such supplemental indenture without the consent of a Majority of the Controlling Class, a Majority of the Subordinated Notes and the Collateral Manager; *provided* that, before entering into any such hedge agreement, the following conditions must be satisfied: (a) the Co-Issuers obtain written advice of counsel (also addressed to the Trustee and

the Collateral Administrator) that (w) entering into such hedge agreement would not cause the Issuer to constitute or to be deemed a "covered fund" under the Volcker Rule, (x) the Issuer upon entering into such hedge agreement would fall within the scope of the exclusion from commodity pool regulation set forth in CFTC Letter No. 12-45 (Interpretation and No-Action) dated December 7, 2012 issued by the Division of Swap Dealer and Intermediary Oversight of the Commodity Futures Trading Commission, or (y) the Issuer upon entering into such hedge agreement will not otherwise cause it to be considered a "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act, or (z) if the Issuer would be a "commodity pool," (I) the Collateral Manager, and no other party, would be the CPO and CTA thereof and (II) with respect to the Issuer as a "commodity pool," the Collateral Manager is either registered as, or eligible for an exemption from registration as, a CPO and a CTA and, in the latter case, all conditions precedent to obtaining such an exemption have been satisfied; (b) the Collateral Manager agrees in writing (or the supplemental indenture requires in a manner that is binding on the Collateral Manager) that for so long as the Issuer is a "commodity pool," the Collateral Manager will take all actions necessary to ensure its continuing registration or ongoing compliance with the applicable exemption from registration as a CPO and a CTA with respect to the Issuer, and will take any other actions required as a CPO and a CTA with respect to the Issuer; (c) the counterparty under such hedge agreement has a Moody's long-term credit rating of at least "Aa3" or both a Moody's long-term credit rating of at least "A2" and a Moody's short-term credit rating of at least "P-1" and not on watch for potential downgrade; (d) the Global Rating Agency Condition is satisfied; (e) a copy of such hedge agreement is sent to each of the Rating Agencies for so long as any Notes rated by the applicable Rating Agency are outstanding; and (f) the Co-Issuers obtain a certification from the Collateral Manager that (i) the written terms of the hedge agreement directly relate to the Collateral Obligations and the Notes and (ii) such hedge agreement reduces the interest rate and/or foreign exchange risks related to the Collateral Obligations and the Notes (as reasonably determined by the Collateral Manager).

Additional Issuance. The Indenture will provide that, at any time during (but not after) the Reinvestment Period (other than in respect of an issuance which is a Refinancing/Re-Pricing Issuance, which may occur at any time after the Non-Call Period), at the direction of the Collateral Manager, the Co-Issuers (or the Issuer, as applicable) may issue and sell additional secured notes of any one or more new classes of notes that are fully subordinated to the existing Secured Notes (or to the most Junior Class of securities of the Issuer issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes is then outstanding) and/or additional notes of any one or more existing Classes of Secured Notes (other than the Class X Notes) and use the proceeds to purchase additional Collateral Obligations or as otherwise permitted under the Indenture; *provided* that, in the case of additional issuances of secured notes of any one or more new classes of notes and/or additional Secured Notes of any one or more existing Classes pursuant to the Indenture, the following conditions are met:

(a) the Collateral Manager, the Retention Holders, a Majority of the Subordinated Notes and a Majority of the Controlling Class consent to such issuance;

(b) in the case of additional Secured Notes of any one or more existing Classes, the aggregate principal amount of Notes of such Class issued in all additional issuances may not exceed 100% of the respective original outstanding principal amount of the Secured Notes of such Class;

(c) in the case of additional Secured Notes of any one or more existing Classes, the terms of the notes issued must be identical to the respective terms of previously issued Notes of the applicable Class (except that (I) the interest due on such additional notes will accrue from the issue date of such additional notes, (II) the interest rate on such notes may be different from the interest rate applicable to such previously issued Notes but the spread over LIBOR applicable to such additional Notes shall not exceed the spread over LIBOR applicable to the previously issued Notes of that Class, and (III) the additional Secured Notes may not have any ratings);

(d) such additional notes must be issued at a cash sales price equal to or greater than the principal amount thereof;

(e) in the case of additional notes of any one or more existing Classes, additional notes of all Classes (including Subordinated Notes) must be issued (in the case of Subordinated Notes, pursuant to the Subordinated Note Issuing and Paying Agency Agreement) and such issuance of additional notes must be proportional across all Classes (including the Subordinated Notes); *provided* that the principal amount of Subordinated Notes issued pursuant to the Subordinated Note Issuing and Paying Agency

Agreement in any such issuance may exceed the proportion otherwise applicable to the Subordinated Notes;

(f) the Global Rating Agency Condition shall have been satisfied with respect to any Secured Notes not constituting part of such additional issuance;

(g) the proceeds of any additional notes (net of fees and expenses incurred in connection with such issuance, which shall be paid only from proceeds of such additional issuance) will be treated as Principal Proceeds and used to purchase additional Collateral Obligations, to invest in Eligible Investments or to apply pursuant to the Priority of Payments;

(h) immediately after giving effect to such issuance, each Coverage Test is satisfied or with respect to any Coverage Test that was not satisfied immediately prior to giving effect to such issuance and will continue not to be satisfied immediately after giving effect to such issuance, the degree of compliance with such Coverage Test is maintained or improved immediately after giving effect to such issuance and the application of the proceeds thereof;

(i) an Opinion of Counsel shall be delivered to the Trustee to the effect that (A) in the case of additional notes of any one or more existing Classes, such issuance would not cause the Holders or beneficial owners of previously issued Notes of such Class to be deemed to have sold or exchanged such Notes under Section 1001 of the Code, and (B) any additional Class A Notes, Class B Notes, Class C Notes or Class D Notes will, and any additional Class E Notes should, be treated as debt for U.S. federal income tax purposes; *provided, however*, that the opinion described in clause (i)(B) above will not be required with respect to any additional Notes that bear a different CUSIP number (or equivalent identifier) from the Notes of the same Class that were issued on the Closing Date and are outstanding at the time of the additional issuance;

(j) any additional notes will be issued with a separate CUSIP number unless the Notes of any Class and such additional issuance of the same Class of Notes are fungible for U.S. federal income tax purposes; and

(k) the Retention Holders subscribe for sufficient Notes such that, after giving effect to the additional issuance and after receipt by the Issuer of the proceeds thereof, the Collateral Manager is in compliance with the U.S. Risk Retention Rules.

The use of such issuance proceeds as Principal Proceeds may have the effect of causing a Coverage Test that was otherwise failing to be cured or modifying the effect of events that would otherwise give rise to an Event of Default and permit the Controlling Class to exercise remedies under the Indenture. Such additional notes of an existing Class may be offered at prices that differ from the applicable initial offering price.

Any additional notes of an existing Class issued as described above will, to the extent reasonably practicable, be first offered by the Co-Issuers or the Issuer, as applicable, to holders of that Class in such amounts as are necessary to preserve their *pro rata* holdings of Notes of such Class; *provided* that the Collateral Manager and the Retention Holders may be afforded priority to purchase additional Notes to the extent required to satisfy the U.S. Risk Retention Rules. Any such offer to an existing holder of Notes which has not been accepted within 10 Business Days after delivery of such offer by or on behalf of the Co-Issuers or the Issuer, as applicable, shall be deemed a notice by such holder that it declines to purchase additional Notes.

For a description of additional issuances of Subordinated Notes and the conditions relating thereto, see "— *Subordinated Notes—Additional Issuance*."

Consolidation, Merger or Transfer of Assets. Except under the limited circumstances set forth in the Indenture, neither the Issuer nor the Co-Issuer may consolidate with, merge into, or transfer or convey all or substantially all of its assets to, any other corporation, partnership, trust or other person or entity.

Petitions for Bankruptcy. The Indenture and the Subordinated Note Issuing and Paying Agency Agreement will provide that the holders of the Secured Notes and Subordinated Notes, as applicable, may not seek to commence a

bankruptcy proceeding against or cause the Issuer, the Co-Issuer or any Blocker Subsidiary to petition for bankruptcy until the payment in full of all Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year and one day or, if longer, the applicable preference period then in effect *plus* one day, following such payment in full. In the event one or more holders of Notes cause the filing of a petition in bankruptcy against the Issuer prior to the expiration of such period, any claim that such holder(s) have against the Issuer or the Co-Issuer or with respect to any Assets (including any proceeds thereof) shall be fully subordinate in right of payment to the claims of each holder of any Note that does not seek to cause any such filing, with such subordination being effective until each Note held by each holder of any Note that does not seek to cause any such filing is paid in full in accordance with the Priority of Payments described herein (after giving effect to such subordination). The foregoing agreement will constitute a "subordination agreement" within the meaning of Section 510(a) of the United States Bankruptcy Code.

Even though each holder will agree not to cause the filing of an involuntary petition in bankruptcy in relation to the Issuer or the Co-Issuer (and will agree to subordinate its claims with respect to the Issuer or the Co-Issuer and the Assets in the event it breaches such agreement) as described above, there is the possibility that a bankruptcy court may in the exercise of its equitable or other powers determine not to enforce such an agreement on the ground that such an agreement violates an essential policy underlying the United States Bankruptcy Code.

Notwithstanding any provision in the Indenture or any other Transaction Document to the contrary, if a bankruptcy petition is filed in violation of the terms of the Indenture, the Issuer, the Co-Issuer or any Blocker Subsidiary, as applicable, subject to the availability of funds as described in the immediately following sentence, shall promptly object to the institution of any such proceeding against it and to take all necessary or advisable steps to cause the dismissal of any such proceeding (including, without limiting the generality of the foregoing, to timely file an answer and any other appropriate pleading objecting to (i) the institution of any proceeding to have the Issuer, the Co-Issuer or any Blocker Subsidiary, as the case may be, adjudicated as bankrupt or insolvent or (ii) the filing of any petition seeking relief, reorganization, arrangement, adjustment or composition or in respect of the Issuer, the Co-Issuer or any Blocker Subsidiary, as the case may be, under applicable bankruptcy law or any other applicable law). The costs and expenses (including, without limitation, fees and expenses of counsel to the Co-Issuers or any Blocker Subsidiary) incurred by the Co-Issuers or any Blocker Subsidiary in connection with their obligations described in the immediately preceding sentence (the "**Petition Expenses**") will be payable as Administrative Expenses subject to the Administrative Expense Cap.

Satisfaction and Discharge of the Indenture. The Indenture will be discharged with respect to the Assets securing the Secured Notes upon (i) delivery to the Trustee for cancellation of all of the Notes, or, with certain exceptions (including the obligation to pay principal and interest), upon deposit with the Trustee of funds sufficient for the payment or redemption thereof and (ii) the payment by the Co-Issuers of all other amounts due under the Indenture.

Trustee. Citibank, N.A. will be the initial Trustee under the Indenture. The payment of the fees and expenses of the Trustee relating to the Notes is solely the obligation of the Co-Issuers and solely payable out of the Assets. The Trustee and/or its Affiliates may receive compensation in connection with the Trustee's investment of trust assets in certain Eligible Investments as provided in the Indenture. Eligible Investments may include investments for which the Trustee or an Affiliate of the Trustee provides services. The Co-Issuers, the Collateral Manager and their Affiliates may maintain other banking, investment banking and similar relationships in the ordinary course of business with the Trustee or its Affiliates.

The Indenture contains provisions for the indemnification of the Trustee by the Issuer, payable solely out of the Assets, for any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust. The Trustee may resign at any time by providing 30 days' notice. The Trustee may be removed at any time by an act of a Majority of each Class of Secured Notes (voting separately by Class) or, at any time when an Event of Default shall have occurred and be continuing, by an act of a Majority of the Controlling Class as set forth in the Indenture. No resignation or removal of the Trustee will become effective until the acceptance of the appointment of the successor Trustee.

The Trustee will make certain reports with respect to the Collateral Obligations available via its internet website. The Trustee's internet website shall initially be located at "www.sf.citidirect.com".[1] Assistance in using the website can be obtained by calling the Trustee's customer service desk at (888) 855-9695. Parties that are unable to use the above distribution option are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Trustee shall have the right to change the way such statements are distributed in order to make such distribution more convenient and/or more accessible to the above parties and the Trustee shall provide timely and adequate notification to all above parties regarding any such changes. As a condition to access to the Trustee's internet website, the Trustee may require registration and the acceptance of a disclaimer. The Trustee will not be liable for the dissemination of information in accordance with the Indenture. The Trustee shall be entitled to rely on but shall not be responsible for the content or accuracy of any information provided in the information set forth in such reports and may affix thereto any disclaimer it deems appropriate in its reasonable discretion.

Under the Indenture, the Trustee shall deliver or otherwise make available (a) to any Holder of Notes or any Person that has certified to the Trustee in a writing that it is the owner of a beneficial interest in a Global Note (including any documentation that the Trustee may request in order to verify ownership), any information or notice provided or listed on the secured note register maintained under the Indenture and requested to be so delivered by a Holder or a Person that has made such certification that is reasonably available to the Trustee and (b) to each Holder of Notes any information or notice provided by a Holder or any Person that has certified to the Trustee in a writing that it is the owner of a beneficial interest in a Global Note (including any documentation that the Trustee may request in order to verify ownership) provided by such Holder or Person with a request that such information or notice be delivered to the other Holders and all related costs for any of the foregoing will be borne by the Issuer as Administrative Expenses.

Amendment of Transaction Documents. The Indenture provides that the Issuer shall not enter into any agreement amending, modifying or terminating any Transaction Document without notifying each Rating Agency, but, generally, no confirmation of ratings will be required to amend the Indenture.

Form, denomination and registration of the Notes

The Notes will be sold only to (i) non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act or (ii) persons that are (1) Qualified Institutional Buyers and Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers) or (2) solely in the case of the ERISA Restricted Notes, (x) Institutional Accredited Investors that are Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers) or (y) Accredited Investors that are Knowledgeable Employees (or entities owned exclusively by Knowledgeable Employees) with respect to the Issuer. Each Note (other than (i) a Post-Closing ERISA Note or (ii) an ERISA Restricted Note sold or transferred to a U.S. person that is not a Qualified Institutional Buyer and Qualified Purchaser (or an entity owned or beneficially owned exclusively by Qualified Purchasers)) sold to a person that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Note, is both a Qualified Institutional Buyer and a Qualified Purchaser (or an entity owned or beneficially owned exclusively by Qualified Purchasers), will, in each case, be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Rule 144A Global Notes**").

The ERISA Restricted Notes that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Note, are sold or transferred to U.S. persons that are not Qualified Institutional Buyers and Qualified Purchasers (or entities owned or beneficially owned exclusively by Qualified Purchasers), or that are Benefit Plan Investors or Controlling Persons (except in the case of a Closing Date ERISA Note) shall, in each case, be issued in the form of one or more definitive, fully registered notes without coupons (each, an "**ERISA Restricted Certificated Note**"). Each purchaser of a Closing Date ERISA Note shall deliver to the Trustee (or, in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agent) on or prior to the Closing Date, and as condition to such purchase, a written certification substantially in the form of Annex A-2 attached hereto executed by such purchaser.

The Notes sold to non-U.S. persons in offshore transactions in reliance on Regulation S will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the

[1]Such website is expressly not incorporated, in any way, as part of this Offering Circular.

"**Regulation S Global Notes**"). The Rule 144A Global Notes and the Regulation S Global Notes are referred to herein collectively as the "**Global Notes**."

Each initial investor in an ERISA Restricted Certificated Note will have to provide an investor application form acceptable to the Placement Agent and each subsequent transferee of an ERISA Restricted Certificated Note will be required to provide a purchaser representation letter in which it will be required to certify, and each initial purchaser or subsequent transferee of an interest in a Global Note (other than, in the case of Closing Date ERISA Notes, with respect to its status under ERISA) will be deemed to make the representations and warranties described in this Offering Circular including, among other matters, as to its status under the Securities Act and the Investment Company Act and certain representations and warranties as to its status under ERISA.

As used above, "**U.S. person**" and "**offshore transaction**" shall have the meanings assigned to such terms in Regulation S under the Securities Act.

The Global Notes will be deposited with the Trustee as custodian for, and registered in the name of Cede & Co., a nominee of, DTC and, in the case of the Regulation S Global Notes, for the respective accounts of Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream**").

A beneficial interest in a Regulation S Global Note may be transferred to a person (other than, in the case of ERISA Restricted Notes, (i) a Benefit Plan Investor or a Controlling Person or (ii) the Collateral Manager or its Affiliates) who takes delivery in the form of an interest in the corresponding Rule 144A Global Note only upon receipt by the Trustee (or, in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agent), of (i) a written certification from the transferor in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement), to the effect that such transfer is being made to a person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (ii) in the case of a transfer to a person who takes delivery in the form of a Rule 144A Global Note, a written certification from the transferee in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement), to the effect, among other things, that such transferee is (x) a Qualified Institutional Buyer and (y) a Qualified Purchaser (or is an entity owned or beneficially owned exclusively by Qualified Purchasers).

Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in the applicable Regulation S Global Note only upon receipt by the Trustee (or, in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agent) of a written certification from the transferor in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act and a written certification from the transferee in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect, among other things, that such transferee is a non-U.S. person purchasing such Note in an offshore transaction pursuant to Regulation S.

A beneficial interest in a Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding ERISA Restricted Certificated Note only upon receipt by the Trustee (or, in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agent) of (i) a written certification from the transferor in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is (x) a Qualified Institutional Buyer and a Qualified Purchaser (or an entity owned or beneficially owned exclusively by Qualified Purchasers) in a transaction meeting the requirements of Rule 144A under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction, (y) an Institutional Accredited Investor and a Qualified Purchaser (or an entity owned or beneficially owned exclusively by Qualified Purchasers) in a transaction exempt from registration under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction or (z) an Accredited Investor and a Knowledgeable Employee (or an entity owned exclusively by Knowledgeable Employees) with respect to the Issuer in a transaction exempt from registration under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction,

and in each case, (ii) a written certification substantially in the form of Annex A-3 (or, in the case of Subordinated Notes, Annex A-1) attached hereto executed by the transferee and (iii) a written certification substantially in the form of Annex A-2 attached hereto executed by the transferee.

A beneficial interest in an ERISA Restricted Certificated Note may be transferred to a person who takes delivery in the form of an interest in the applicable Global Note or ERISA Restricted Certificated Note only upon receipt by the Trustee (or, in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agent) of (i) in the case of a transfer to a person who takes delivery in the form of an interest in the corresponding Regulation S Global Note, a written certification from the transferor in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act and a written certification from the transferee in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect, among other things, that such transferee is a non-U.S. person purchasing such Note in an offshore transaction pursuant to Regulation S, (ii) in the case of a transfer to a person who takes delivery in the form of a Rule 144A Global Note, (A) a written certification from the transferee in the form required by the Indenture (or in the case of Subordinated Notes, the Subordinated Note Issuing and Paying Agency Agreement) to the effect, among other things, that such transferee is (x) a Qualified Institutional Buyer and (y) a Qualified Purchaser (or is an entity owned or beneficially owned exclusively by Qualified Purchasers) and (B) a written certification substantially in the form of Annex A-2 attached hereto executed by the transferee and (iii) in the case of an ERISA Restricted Certificated Note, (A) a written certification substantially in the form of Annex A-3 (or, in the case of Subordinated Notes, Annex A-1) attached hereto executed by the transferee and (B) a written certification substantially in the form of Annex A-2 attached hereto executed by the transferee.

Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

Except with respect to a transfer of a Closing Date ERISA Note on the Closing Date, no ERISA Restricted Note may be transferred to a person taking delivery in the form of an interest in a Global Note that is a Benefit Plan Investor or a Controlling Person.

No transfer of any ERISA Restricted Note (or any interest therein) will be effective, and neither the Trustee nor the Subordinated Note Issuing and Paying Agent, as applicable, will recognize any such transfer, if after giving effect to such transfer 25% or more of the value of the relevant ERISA Restricted Notes Class would be held by Persons who have represented that they are Benefit Plan Investors, disregarding ERISA Restricted Notes held by Controlling Persons.

No service charge will be made for any registration of transfer or exchange of Notes but the Co-Issuers, the registrar, the Trustee or the Subordinated Note Issuing and Paying Agent may require payment of a sum sufficient to cover any transfer tax or other governmental charge payable in connection therewith. The registrar, the Trustee or Subordinated Note Issuing and Paying Agent will be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signatures of the transferor and transferee.

The registered owner of the relevant Global Note will be the only person entitled to receive payments in respect of the Notes represented thereby, and the Co-Issuers will be discharged by payment to, or to the order of, the registered owner of such Note in respect of each amount so paid. No person other than the registered owner of the relevant Global Note will have any claim against the Co-Issuers in respect of any payment due on that Global Note. Account holders or participants in Euroclear and Clearstream shall have no rights under the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable, with respect to Global Notes held on their behalf by the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, as custodian for DTC, and DTC may be treated by the Co-Issuers, the Trustee or the Subordinated Note Issuing and Paying Agent (as applicable) and any agent of the Co-Issuers or the Trustee or the Subordinated Note Issuing and Paying Agent (as applicable) as the holder of Global Notes for all purposes whatsoever.

Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive definitive physical

Notes, and will not be considered "holders" of Notes under the Indenture, the Subordinated Note Issuing and Paying Agency Agreement or the Notes. If DTC notifies the Co-Issuers that it is unwilling or unable to continue as depositary for Global Notes of any Class or Classes or ceases to be a "clearing agency" registered under the Exchange Act and a successor depositary or custodian is not appointed by the Co-Issuers within 90 days after receiving such notice (a "**Depository Event**"), the Issuer will issue or cause to be issued, Notes of such Class or Classes in the form of definitive physical certificates in exchange for the applicable Global Notes to the beneficial owners of such Global Notes in the manner set forth in the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable. In addition, the owner of a beneficial interest in a Global Note will be entitled to receive a definitive physical Note in exchange for such interest if an Event of Default has occurred and is continuing. In the event that definitive physical certificates are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners shall be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable, (but only to the extent of such beneficial owner's interest in the Global Note) as if definitive physical Notes had been issued; *provided* that the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, shall be entitled to rely upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. In the event that definitive physical Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, by DTC and the Co-Issuers will execute and the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, will authenticate and deliver an equal aggregate outstanding principal amount of definitive physical Notes.

The Notes will be subject to certain restrictions on transfer set forth therein and in the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable, and the Notes will bear a restrictive legend substantially as set forth under "*Transfer Restrictions*."

The Secured Notes will be issued in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1.00 in excess thereof. The Subordinated Notes will be issued in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1.00 in excess thereof.

In addition to the provisions related to representations on purchase and/or transfer described above, original purchasers of the Secured Notes and the Subordinated Notes will be deemed to make certain representations described below under "*Transfer Restrictions*."

The Subordinated Notes

The Subordinated Notes will be issued pursuant to the Subordinated Note Issuing and Paying Agency Agreement. The following summary, together with the preceding summary of certain principal terms of the Indenture, describes certain provisions of the Subordinated Notes, but does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Subordinated Note Issuing and Paying Agency Agreement.

Status and Ranking. The Subordinated Notes will be unsecured, subordinated, non-recourse obligations issued by the Issuer under the Subordinated Note Issuing and Paying Agency Agreement. The Subordinated Notes will be fully subordinated to the Secured Notes and to the payment of all other amounts payable in accordance with the Priority of Payments. The Subordinated Notes will not be secured by the Assets or any pledge of the Assets but, under the terms of the Indenture, the Trustee will pay to the Subordinated Note Issuing and Paying Agent for distribution to the holders of the Subordinated Notes amounts available pursuant to the Priority of Payments. To the extent that following realization of the Assets, these amounts are insufficient to repay the principal amount of the Subordinated Notes or to make distributions thereon, no other funds will be available to make such payments.

Distributions on the Subordinated Notes. On the Stated Maturity of the Notes, the Trustee will pay the net proceeds from the liquidation of the Assets and all available cash (but only after the payment of (or establishment of a reserve for) all Administrative Expenses (in the same manner and order of priority in the definition thereof), Management Fees and interest and principal on the Secured Notes) to the Subordinated Note Issuing and Paying Agent for distribution to the holders of the Subordinated Notes in final payment of such Subordinated Notes, unless such Subordinated Notes were previously redeemed or repaid prior thereto as described herein. To the extent funds

are available for such purpose under the Indenture as described above, payments will be made to the Subordinated Note Issuing and Paying Agent for distribution to the holders of the Subordinated Notes on each Payment Date, or in connection with any optional or mandatory redemption of the Subordinated Notes as set forth below. The redemption amount paid to the Subordinated Notes on the Stated Maturity or on any optional or mandatory redemption shall exclude any amount required to establish adequate reserves necessary to meet any and all contingent, unliquidated liabilities or obligations of the Issuer, if, and only to the extent required by the law of the Cayman Islands and shall exclude an amount necessary to make a payment to the holders of the ordinary shares of the Issuer equal to U.S.$1.00 per ordinary share of the Issuer.

Payments on the Subordinated Notes will be made by the Subordinated Note Issuing and Paying Agent to the person in whose name the Subordinated Note is registered on the applicable Record Date in the same manner as payments are made to the holders of the Secured Notes as described under "*Description of the Notes—Entitlement to Payments*" and any unclaimed payments will be subject to the terms described under "*Description of the Notes—Entitlement to Payments—Prescription*."

Mandatory Redemption. The Subordinated Notes will be fully redeemed on the Stated Maturity indicated in "*Summary of Terms—Principal Terms of the Notes*" unless previously redeemed as described herein. The average life of the Subordinated Notes is expected to be less than the number of years until their Stated Maturity. See "*Risk Factors—Relating to the Notes—The weighted average lives of the Notes may vary*."

Optional Redemption. The Subordinated Notes will be redeemed by the Issuer, in whole but not in part, on any Business Day on or after the date on which all of the Secured Notes have been redeemed or repaid, from the proceeds of the Assets remaining after giving effect to redemption or repayment of the Secured Notes and payment in full of all expenses of the Co-Issuers, at the direction of the Collateral Manager or a Majority of the Subordinated Notes, which direction may be given in connection with a direction to redeem the Secured Notes or at any time after the Secured Notes have been paid in full. The Redemption Price payable to each holder of the Subordinated Notes will be its proportionate share of the proceeds of the Collateral Obligations, Eligible Investments and other distributable Assets remaining after the payments described above.

Voting. Holders of the Subordinated Notes will have no voting rights except as set forth in the Subordinated Note Issuing and Paying Agency Agreement, the Indenture, the Collateral Management Agreement or the other Transaction Documents, as described herein. A Majority of the Subordinated Notes will be able to direct a redemption of the Secured Notes and/or the Subordinated Notes under certain circumstances pursuant to the Indenture as described herein and, at any time during the Reinvestment Period, may approve an amendment of the Indenture to effect the issuance of additional notes of one of more new classes that are fully subordinated to the existing Secured Notes (or to the most Junior Class of securities of the Issuer issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes is then outstanding) and/or additional notes of any existing Class, as described herein. See "*Optional Redemption and Tax Redemption*," "*The Indenture—Modification of Indenture*" and "*The Indenture—Additional Issuance*." In addition, the Issuer is not permitted to consent to any amendment of the Subordinated Note Issuing and Paying Agency Agreement without the consent of all of the Holders of the Subordinated Notes if such amendment would (i) reduce in any manner the amount of, or delay the timing of, or change the allocation of, the payment of any distributions on the Subordinated Notes or (ii) reduce the voting percentage of Subordinated Noteholders required to consent to any amendment to the Subordinated Note Issuing and Paying Agency Agreement.

Subordinated Note Issuing and Paying Agent. Citibank, N.A. will be the initial Subordinated Note Issuing and Paying Agent under the Subordinated Note Issuing and Paying Agency Agreement. The payment of the fees and expenses of the Subordinated Note Issuing and Paying Agent relating to the Subordinated Notes is solely the obligation of the Issuer and solely payable out of the Assets. The Subordinated Note Issuing and Paying Agent and/or its Affiliates may receive compensation in connection with the investment of trust assets in certain Eligible Investments as provided in the Indenture. Eligible Investments may include investments for which the Subordinated Note Issuing and Paying Agent or an Affiliate of the Subordinated Note Issuing and Paying Agent provides services. The Issuer, the Collateral Manager and their Affiliates may maintain other banking relationships in the ordinary course of business with the Subordinated Note Issuing and Paying Agent or its Affiliates.

The Subordinated Note Issuing and Paying Agency Agreement contains provisions for the indemnification of the Subordinated Note Issuing and Paying Agent by the Issuer, payable solely out of the Assets, for any loss,

liability or expense incurred without gross negligence, willful misconduct or bad faith on its part, arising out of or in connection with the performance of the Subordinated Note Issuing and Paying Agent of its obligations under the Subordinated Note Issuing and Paying Agency Agreement. The Subordinated Note Issuing and Paying Agent may resign at any time by providing 30 days' notice. The Subordinated Note Issuing and Paying Agent may be removed at any time by an act of a Majority of the Subordinated Notes as set forth in the Subordinated Note Issuing and Paying Agency Agreement. No resignation or removal of the Subordinated Note Issuing and Paying Agent will become effective until the acceptance of the appointment of the successor Subordinated Note Issuing and Paying Agent.

Modification of the Subordinated Note Issuing and Paying Agency Agreement. The Subordinated Note Issuing and Paying Agency Agreement may be amended by the Issuer and the Subordinated Note Issuing and Paying Agent without the consent of any of the Holders of Subordinated Notes:

(i) to cure any ambiguity, to correct or supplement any provisions in the Subordinated Note Issuing and Paying Agency Agreement which may be inconsistent with any other provisions in the Subordinated Note Issuing and Paying Agency Agreement or with the provisions of the Indenture or this Offering Circular, or to add, change or eliminate any other provisions with respect to matters or questions arising under the Subordinated Note Issuing and Paying Agency Agreement that shall not be inconsistent with the provisions of the Subordinated Note Issuing and Paying Agency Agreement; *provided* that such action shall not, as evidenced by an Opinion of Counsel delivered to the Subordinated Note Issuing and Paying Agent, materially and adversely affect the interests of any Holder of Subordinated Notes;

(ii) to modify the restrictions on and procedures for resales and other transfers of Subordinated Notes (x) to restrict transfers of Subordinated Notes or interests therein to any category of holder whose legal or beneficial ownership of Subordinated Notes or interest therein would, solely by reason of a change in law, impose any material burden on the Issuer or the Collateral Manager or (y) to enable the Issuer to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required thereunder; *provided* that the Issuer and the Collateral Manager will consult with any interested holder or holders of Subordinated Notes in order to effect modifications of the type contemplated by the foregoing subclause (x) in a manner designed to impose the least burdensome restrictions and/or procedures from among those available to achieve the intended result;

(iii) to make such changes as shall be necessary to permit the Issuer to issue additional subordinated notes;

(iv) to conform the provisions of the Subordinated Note Issuing and Paying Agency Agreement or the Subordinated Notes to this Offering Circular;

(v) to conform, to the extent necessary or desirable, the provisions of the Subordinated Note Issuing and Paying Agency Agreement to changes contained in a supplemental indenture made without the consent of the Holders of any Subordinated Notes pursuant to the Indenture (and described above in the fourth full paragraph under "*Description of the Notes—The Indenture—Modification of Indenture*");

(vi) in connection with the issuance of additional Subordinated Notes, to make modifications that are determined by the Collateral Manager (in its commercially reasonable judgment based upon written advice or opinion of nationally recognized counsel experienced in such matters) to be necessary in order for such issuance of additional Subordinated Notes to comply with, or avoid the application of, the U.S. Risk Retention Rules; or

(vii) to take any action advisable to prevent the Issuer from becoming subject to withholding or other taxes, fees or assessments (including requiring Holders of Subordinated Notes to supply information needed to comply with Tax Account Reporting Rules) or to prevent the Issuer from being treated as

engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise being subject to U.S. federal, state or local income tax on a net income basis.

The Subordinated Note Issuing and Paying Agency Agreement may also be amended from time to time by the Issuer and the Subordinated Note Issuing and Paying Agent with the consent of a Majority of the Subordinated Notes for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Subordinated Note Issuing and Paying Agency Agreement, or of modifying in any manner the rights of the Holders of Subordinated Notes; *provided* that no such amendment shall (i) reduce in any manner the amount of, or delay the timing of, or change the allocation of, the payment of any distributions on the Subordinated Notes or (ii) reduce the voting percentage of the Holders of Subordinated Notes required to consent to any amendment to the Subordinated Note Issuing and Paying Agency Agreement, in each case without the consent of the Holders of all of the outstanding Subordinated Notes.

With respect to any amendment permitted by the Subordinated Note Issuing and Paying Agency Agreement the consent to which is expressly required from all Holders of Subordinated Notes materially and adversely affected thereby and any conforming amendment to the Subordinated Note Issuing and Paying Agency Agreement described in clause (v) above, the Subordinated Note Issuing and Paying Agent shall be entitled to conclusively rely upon an 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) or an officer's certificate of the Collateral Manager, as to whether or not the holders of the Subordinated Notes would be materially and adversely affected by such amendment. Such determination shall be conclusive and binding on all present and future Holders. The Subordinated Note Issuing and Paying Agent shall not be liable for any such determination made in good faith and in reliance in good faith upon an Opinion of Counsel or an officer's certificate of the Collateral Manager delivered to the Subordinated Note Issuing and Paying Agent.

Prior to the execution of any amendment to the Subordinated Note Issuing and Paying Agency Agreement, the Subordinated Note Issuing and Paying Agent shall be entitled to receive and rely upon (i) an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by the Subordinated Note Issuing and Paying Agency Agreement and (ii) an officer's certificate of the Issuer that all conditions precedent to the execution of such amendment have been complied with.

Additional Issuance. The Subordinated Note Issuing and Paying Agency Agreement will provide that at any time during or after the Reinvestment Period, at the direction of the Collateral Manager, the Issuer may issue and sell additional Subordinated Notes that are fully subordinated to the existing Secured Notes (or to the most Junior Class of securities of the Issuer issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes is then outstanding) and use the proceeds (i) (in the case of Subordinated Notes, only during the Reinvestment Period) to purchase additional Collateral Obligations or (ii) as otherwise permitted under the Indenture; *provided* that the following conditions are met:

(a) the Collateral Manager, the Retention Holders, a Majority of the Subordinated Notes and unless only additional Subordinated Notes are being issued, a Majority of the Controlling Class each consent to such issuance;

(b) such additional Subordinated Notes must be issued at a cash sales price equal to or greater than the principal amount thereof;

(c) unless only additional Subordinated Notes are being issued, the Global Rating Agency Condition shall have been satisfied with respect to any Secured Notes not constituting part of such additional issuance; *provided* that, if only additional Subordinated Notes are being issued, the Issuer (or the Collateral Manager on its behalf) notifies each Rating Agency then rating a Class of Secured Notes of such issuance prior to the issuance date;

(d) in the case of additional issuance of Secured Notes of any one or more existing Classes under the Indenture concurrently with an additional issuance of Subordinated Notes under the Subordinated Note Issuing and Paying Agency Agreement, additional notes of all Classes (including Subordinated Notes) must be issued (in the case of Subordinated Notes, pursuant to the Subordinated Note Issuing and

Paying Agency Agreement, and in the case of secured notes, under the Indenture) and such issuance of additional notes must be proportional across all Classes (including Subordinated Notes); *provided* that the principal amount of Subordinated Notes issued under the Subordinated Note Issuing and Paying Agency Agreement in any such issuance may exceed the proportion otherwise applicable to the Subordinated Notes;

(e) the proceeds of any additional Subordinated Notes (net of fees and expenses incurred in connection with such issuance, which shall be paid only from proceeds of such additional issuance) shall be treated as Principal Proceeds and used to purchase additional Collateral Obligations, to invest in Eligible Investments or to apply pursuant to the Priority of Payments;

(f) immediately after giving effect to such issuance, each Coverage Test is satisfied or with respect to any Coverage Test that was not satisfied immediately prior to giving effect to such issuance and will continue not to be satisfied immediately after giving effect to such issuance, the degree of compliance with such Coverage Test is maintained or improved immediately after giving effect to such issuance and the application of the proceeds thereof;

(g) the aggregate principal amount of additional Subordinated Notes issued in such issuance shall be no less than $1,000,000; and

(h) the Retention Holders subscribe for sufficient Notes such that, after giving effect to the additional issuance and after receipt by the Issuer of the proceeds thereof, the Collateral Manager is in compliance with the U.S. Risk Retention Rules.

Any additional Subordinated Notes issued as described above will, to the extent reasonably practicable, be first offered to holders of Subordinated Notes in such amounts as are necessary to preserve their *pro rata* holdings of Subordinated Notes; *provided* that the Collateral Manager and the Retention Holders may be afforded priority to purchase additional Notes to the extent required to satisfy the U.S. Risk Retention Rules. Any such offer to an existing holder of Subordinated Notes which has not been accepted within 10 Business Days after delivery or such offer by or on behalf of the Issuer shall be deemed a notice by such holder that it declines to purchase additional Subordinated Notes.

No Gross-Up

All payments on the Notes will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect or is required pursuant to the Issuer's agreement with a governmental authority. If the Issuer is so required to deduct or withhold, then neither the Issuer nor the Co-Issuer will be obligated to pay any additional amounts in respect of such withholding or deduction.

Tax Characterization

The Issuer intends to treat, and the Indenture and the Subordinated Note Issuing and Paying Agency Agreement will collectively provide that the Issuer, the Co-Issuer, the Trustee and the Subordinated Note Issuing and Paying Agent agree and each Holder and beneficial owner of Notes, by accepting a Note, agrees, to treat (i) the Secured Notes as debt instruments of the Issuer, except that Holders of the Class E Notes may make a protective QEF election and (ii) the Subordinated Notes as equity interests in the Issuer only, in each case for U.S. federal and, to the extent permitted by law, state and local income and franchise tax purposes. The Indenture and the Subordinated Note Issuing and Paying Agency Agreement will provide that each holder, by accepting a Note, agrees to report all income (or loss) in accordance with such treatment and to take no action inconsistent with such treatment unless otherwise required by a relevant taxing authority.

The Issuer expects to be treated as a corporation for U.S. federal income tax purposes and the Indenture and the Subordinated Note Issuing and Paying Agency Agreement will provide that the Issuer agrees not to elect to be treated otherwise.

Compliance with Rule 17g-5 and Rule 17g-10

To enable the Rating Agencies to comply with Rule 17g-5 of the Exchange Act, the Issuer has agreed with each Rating Agency to the effect that it will post or cause to be posted on a password-protected internet website, at the same time such information is provided to the Rating Agencies, all information the Issuer provides or causes to be provided to the Rating Agencies for the purposes of determining the initial credit rating of the Secured Notes or undertaking credit rating surveillance of the Secured Notes. The Issuer has arranged to provide access to the website to other NRSROs that provide the Issuer with the certification required by Rule 17g-5. As a result, an NRSRO other than the Rating Agencies may issue ratings on the Secured Notes, which may be lower, and could be significantly lower, than the ratings assigned by the Rating Agencies. See "*Risk Factors—Relating to the Notes—Rating agencies may have certain conflicts of interest; and the Secured Notes may receive an unsolicited rating, which may have an adverse effect on the liquidity or the market price of the Secured Notes*."

In addition, Rule 17g-10 requires parties that perform "due diligence services" (as defined in such rule) relating to the Collateral Obligations to provide a written certification to NRSROs relating to the diligence services provided and the applicable findings and conclusions. Such certification will be contained on United States Securities and Exchange Commission Form ABS Due Diligence-15E. Pursuant to Rule 17g-5 and the Indenture, the Issuer will be required to cause such form to be posted on such website. Rule 17g-10 became effective on June 15, 2015 and is applicable to the Effective Date Accountants' Comparison Report and may be applicable to other reports prepared by the independent accountants appointed by the Issuer.

RATINGS OF THE SECURED NOTES

The Secured Notes

It is a condition of the issuance of the Notes that the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes receive from S&P (and in the case of the Class X Notes and the Class A Notes Moody's), the minimum rating indicated under "*Summary of Terms—Principal Terms of the Notes*." In addition, a rating agency not hired by the Issuer to rate the transaction may provide an unsolicited rating that differs from (or is lower than) the ratings provided by the Rating Agencies. A security rating is not a recommendation to buy, sell or hold securities and is subject to withdrawal at any time. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by the assigning Rating Agency if in its judgment circumstances in the future so warrant. See "*Risk Factors—Relating to the Notes—Rating agencies may have certain conflicts of interest; and the Secured Notes may receive an unsolicited rating, which may have an adverse effect on the liquidity or the market price of the Secured Notes*."

The ratings of the Secured Notes address the likelihood of full and ultimate payment to holders of the Secured Notes of all distributions of stated interest and the ultimate payment in full of the principal amount of each such Class not later than its respective Stated Maturity. The ratings assigned to the Secured Notes of each Class rated by such Rating Agency are based upon its assessment of the probability that the Collateral Obligations will provide sufficient funds to pay the Secured Notes of such Class (based upon the Interest Rate and principal balance or face amount, as applicable, of such Class), based largely upon such Rating Agency's statistical analysis of historical default rates on debt securities with various ratings, the terms of the Indenture, the asset and interest coverage required for the Secured Notes (which is achieved through the subordination of the Subordinated Notes and certain Classes of Secured Notes as described herein), and the Concentration Limitations and the Collateral Quality Test.

In addition to their respective quantitative tests, the ratings of each Rating Agency take into account qualitative features of a transaction, including the legal structure and the risks associated with such structure, such Rating Agency's view as to the quality of the participants in the transaction and other factors that it deems relevant.

No rating of the Subordinated Notes will be sought in connection with the issuance thereof.

Inapplicability of Certain References to Rating Agencies

With respect to any event or circumstance that requires satisfaction of the Global Rating Agency Condition, such condition shall be deemed inapplicable with respect to such event or circumstance if the applicable Rating Agency has:

(a) made a public statement to the effect that such Rating Agency will no longer review events or circumstances of the type requiring satisfaction of the Global Rating Agency Condition in the Indenture for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) on obligations rated by such Rating Agency; or

(b) communicated to the Issuer, the Collateral Manager or the Trustee that such Rating Agency will not review such event or circumstance for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of the Notes;

provided that the Global Rating Agency Condition shall not be deemed inapplicable with respect to such event or circumstance if such Rating Agency has communicated to the Issuer, the Collateral Manager or the Trustee that such event or circumstance would result in a reduction, downgrade or withdrawal of such Rating Agency's then-current rating with respect to any relevant Class or Classes of Secured Notes.

SECURITY FOR THE SECURED NOTES

The "**Assets**" will consist of, and the Issuer will grant to the Trustee a perfected security interest for the benefit of the Secured Parties in:

(a) the Collateral Obligations that the Issuer causes to be delivered to the Trustee (directly or through an intermediary or bailee) on the Closing Date pursuant to the Indenture and all payments thereon or with respect thereto, and all Collateral Obligations which are delivered to the Trustee in the future pursuant to the terms of the Indenture and all payments thereon or with respect thereto;

(b) the Issuer's interest in (i) (A) the Payment Account, (B) the Collection Account, (C) the Ramp-Up Account, (D) the Revolver Funding Account, (E) the Expense Reserve Account, (F) the Custodial Account, and (G) the Interest Reserve Account, and (ii) in each case any Eligible Investments purchased with funds on deposit therein, and all income from the investment of funds therein;

(c) the equity interest in any Blocker Subsidiary and all payments and rights thereunder;

(d) the Issuer's rights under the Collateral Management Agreement, the Subordinated Note Issuing and Paying Agency Agreement, the Collateral Administration Agreement, the Securities Account Control Agreement and the investor application forms;

(e) all cash or money delivered to the Trustee (or its bailee) for the benefit of the Secured Parties;

(f) all accounts, chattel paper, deposit accounts, financial assets, goods, documents, general intangibles, instruments, investment property, letter-of-credit rights and other supporting obligations relating to the foregoing;

(g) any other property otherwise delivered to the Trustee by or on behalf of the Issuer (including any other securities or investments not listed above and whether or not constituting Collateral Obligations or Eligible Investments); and

(h) all proceeds with respect to the foregoing;

provided that such grants shall not include the U.S.$250 transaction fee paid to the Issuer in consideration of the issuance of the Notes, the funds attributable to the issuance and allotment of the Issuer's ordinary shares or the bank account in the Cayman Islands in which such funds are deposited (or any interest thereon), the shares of the Co-Issuer or any assets of the Co-Issuer.

Collateral Obligations

It is expected that as of the Closing Date the Issuer will have purchased (or committed to purchase) Pre-Closing Collateral Obligations with an Aggregate Principal Balance of at least 85% of the Target Initial Par Amount. Such Pre-Closing Collateral Obligations will be acquired (or committed to be acquired) by the Issuer prior to the Closing Date, in coordination with the Collateral Manager, at prevailing market prices at the time of purchase by the Issuer. The purchase of such Pre-Closing Collateral Obligations has been financed (i) in part, by the Warehouse Facility and (ii) in part, with proceeds from the sale of preference shares of the Issuer to the Investors prior to the Closing Date. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*."

It is expected (but there can be no assurance) that the Concentration Limitations, the Collateral Quality Test and all of the Coverage Tests will be satisfied on or before the Effective Date (or, in the case of the Interest Coverage Test, on or before the Determination Date occurring immediately prior to the second Payment Date).

An obligation meeting the standards set forth below that is pledged by the Issuer to the Trustee will constitute a "**Collateral Obligation**." An obligation will be eligible for purchase by the Issuer and will be eligible to be pledged by the Issuer to the Trustee as a Collateral Obligation if it is a Senior Secured Loan, Second Lien Loan or Unsecured

Loan (including, but not limited to, interests in bank loans acquired by way of a purchase or assignment) or Participation Interest therein that as of the date of acquisition by the Issuer:

(i) is U.S. Dollar-denominated and is neither convertible by the obligor thereon or the issuer thereof into, nor payable in, any other currency;

(ii) is not (A) a Defaulted Obligation or (B) a Credit Risk Obligation;

(iii) is not a lease or a finance lease;

(iv) (A) is not an Interest Only Security, Step-Up Obligation or Step-Down Obligation and (B) if a Deferrable Obligation, is not currently deferring payment of any accrued and unpaid interest which would have otherwise been due and continues to remain unpaid;

(v) provides (in the case of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, with respect to the amounts drawn thereunder) 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 amortization or prepayment at a price of less than par;

(vi) does not constitute Margin Stock;

(vii) provides that the Issuer will receive payments due under the terms of such asset and proceeds from disposing of such asset free and clear of withholding tax, other than (A) withholding tax as to which the obligor or issuer, subject to customary exceptions, must make additional payments so that the net amount received by the Issuer after satisfaction of such tax is the amount due to the Issuer before the imposition of any withholding tax and (B) withholding tax imposed under Tax Account Reporting Rules or on (x) amendment, waiver, consent and extension fees and (y) commitment fees and other similar fees in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations;

(viii) has a Moody's Rating and an S&P Rating;

(ix) is not a debt obligation whose repayment is subject to substantial non-credit related risk as determined by the Collateral Manager;

(x) except for Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations, is not an obligation pursuant to which any future advances or payments to the borrower or the obligor thereof may be required to be made by the Issuer;

(xi) does not have an "f," "r," "p," "pi," "q," "t" or "sf" subscript assigned by S&P or an "sf" subscript assigned by Moody's or any other NRSRO;

(xii) is not a Related Obligation, a Bridge Loan, a Middle Market Loan or a Structured Finance Obligation;

(xiii) will not require the Issuer, the Co-Issuer or the pool of Assets to be registered as an investment company under the Investment Company Act;

(xiv) is not an Equity Security, or, by its terms, convertible into or exchangeable for an Equity Security at any time over its life or attached with a warrant to purchase Equity Securities;

(xv) is not the subject of a pending tender offer, voluntary redemption, exchange offer, conversion or other similar action;

(xvi) does not have an S&P Rating that is below "CCC" or, a Moody's Default Probability Rating that is below "Caa2";

(xvii) does not mature after the earlier of the Stated Maturity of the Notes and, if applicable, the earliest maturity of any obligation issued in connection with a Refinancing;

(xviii) if a Floating Rate Obligation, accrues interest at a floating rate determined by reference to (a) the Dollar prime rate, federal funds rate or LIBOR or (b) a similar interbank offered rate, commercial deposit rate or any other index in respect of which the Global Rating Agency Condition is satisfied;

(xix) is Registered;

(xx) the acquisition (including the manner of acquisition), ownership, enforcement and disposition of such obligation or security will not cause the Issuer to be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes or otherwise to be subject to tax on a net income basis in any jurisdiction;

(xxi) is not a Synthetic Security;

(xxii) does not pay interest less frequently than semi-annually;

(xxiii) is not, and does not include or support, a letter of credit;

(xxiv) is not an interest in a grantor trust;

(xxv) is purchased at a price at least equal to 65% of its Principal Balance;

(xxvi) is issued by an obligor Domiciled in the United States, Canada, a Group I Country, a Group II Country, a Group III Country or a Tax Jurisdiction and is not issued by an obligor Domiciled in Spain, Greece, Italy or Portugal;

(xxvii) is not issued by a sovereign, or by a corporate issuer or obligor located in a country, which sovereign or country on the date on which the obligation is acquired by the Issuer imposed foreign exchange controls that effectively limit the availability or use of U.S. Dollars to make when due the scheduled payments of principal thereof and interest thereon;

(xxviii) is not an asset which is treated for U.S. federal income tax purposes as an equity interest in an entity that is treated as a partnership or other non-corporate entity for U.S. federal income tax purposes, a residual interest in a "REMIC", an ownership interest in a "FASIT" or any asset that constitutes a "United States real property interest";

(xxix) is not a "commodity interest" as such term is used in the definition of "commodity pool" in Section 1a of the Commodity Exchange Act, as amended;

(xxx) is not a Bond;

(xxxi) is not an obligation subject to a Securities Lending Agreement;

(xxxii) is not a Zero Coupon Security; and

(xxxiii) is not a commodity forward contract.

The composition of the Collateral Obligations will change over time as a result of (i) scheduled and Unscheduled Principal Payments on the Collateral Obligations and (ii) subject to the limitations described under "— *Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*," during the

Reinvestment Period (and, solely with respect to Eligible Post-Reinvestment Proceeds, after the Reinvestment Period), the acquisition of additional Collateral Obligations, sales of Assets and reinvestment of Sale Proceeds and other Principal Proceeds.

The Concentration Limitations

In connection with any investment in Collateral Obligations on and after the Effective Date, the Collateral Obligations in the aggregate are required to comply with all of the requirements of the Concentration Limitations set forth under "*Summary of Terms—Concentration Limitations*" or, if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved as a result of such reinvestment as described in the Investment Criteria. See "*Collateral Assumptions*" below for a description of the assumptions applicable to the determination of satisfaction of the Concentration Limitations.

The Collateral Quality Test

On any date of determination on and after the Effective Date, except in certain circumstances described in the Investment Criteria, the Collateral Obligations in the aggregate are required to comply with all of the requirements of the Collateral Quality Test set forth under "*Summary of Terms—Collateral Quality Test*" or, if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved as described in the Investment Criteria. Measurement of the degree of compliance with the Collateral Quality Test will be required on every Measurement Date on and after the Effective Date. See "*Collateral Assumptions*" for a description of the assumptions applicable to the determination of satisfaction of the Collateral Quality Test.

Minimum Floating Spread Test

The "**Minimum Floating Spread Test**" will be satisfied on any date of determination if the Weighted Average Floating Spread equals or exceeds the Minimum Floating Spread.

The "**Weighted Average Floating Spread**" as of any Measurement Date, is the sum of:

(a) a number obtained by *dividing* (i) the amount equal to (A) the Aggregate Funded Spread *plus* (B) the Aggregate Unfunded Spread *plus* (C) the Aggregate Excess Funded Spread *by* (ii) an amount equal to the Aggregate Principal Balance of all Floating Rate Obligations as of such Measurement Date, in each case, excluding (x) any Defaulted Obligation and (y) any Deferrable Obligation to the extent of any non-cash interest; and

(b) the Excess Weighted Average Coupon.

The Aggregate Excess Funded Spread shall be deemed to be zero for the purpose of calculating the Weighted Average Floating Spread to be used for the S&P CDO Monitor at any time.

The "**Aggregate Funded Spread**" is, as of any Measurement Date, the sum of:

(c) in the case of each Floating Rate Obligation (excluding (w) any Defaulted Obligation, (x) any Deferrable Obligation to the extent of any non-cash interest, (y) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation and (z) any LIBOR Floor Obligation) that bears interest at a spread over a London interbank offered rate based index, (i) the stated interest rate spread on such Collateral Obligation above such index *multiplied by* (ii) the Principal Balance of such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation);

(d) in the case of each Floating Rate Obligation (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation) that bears interest at a spread over an index other than a London interbank offered rate based index, (i) the excess of the sum of such spread and such index over LIBOR as of the immediately preceding Interest Determination Date (which spread or excess may be expressed as a negative percentage) *multiplied by*

(ii) the Principal Balance of each such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation); and

(e) in the case of each LIBOR Floor Obligation (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation), (i) the sum of (A) the stated interest rate spread over the London interbank offered rate based index for such LIBOR Floor Obligation *plus* (B) the excess (if any) of (x) the specified "floor" rate over (y) the London interbank offered rate for the applicable interest period for such LIBOR Floor Obligation *multiplied by* (ii) the Principal Balance of each such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation).

For purposes of this definition the interest rate spread will be deemed to be, with respect to (i) any Step-Down Obligation, the lowest of the then current interest rate spread and any applicable future interest rate spread and (ii) any Step-Up Obligation, the then current interest rate spread.

The "**Aggregate Unfunded Spread**" is, as of any Measurement Date, the sum of the products obtained by *multiplying* (i) for each Delayed Drawdown Collateral Obligation and Revolving Collateral Obligation (other than Defaulted Obligations), the related commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Obligation and Revolving Collateral Obligation as of such date.

The "**Aggregate Excess Funded Spread**" is, as of any Measurement Date, the amount obtained by *multiplying*:

(a) the amount equal to LIBOR as of the immediately preceding Interest Determination Date; by

(b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Obligations (excluding (x) any Defaulted Obligation and (y) any Deferrable Obligation to the extent of any non-cash interest) as of such Measurement Date minus (ii) (x) prior to the end of the Reinvestment Period, the Target Initial Par Amount *plus* the aggregate amount of Principal Proceeds that result from the issuance of any additional notes under and in accordance with the Indenture (after giving effect to such issuance of any additional notes) or (y) after the Reinvestment Period, the Reinvestment Target Par Balance.

The "**Minimum Floating Spread**" means the applicable percentage (which for the avoidance of doubt shall be the same percentage) set forth in (i) the definition of "S&P CDO Monitor" upon the option chosen by the Collateral Manager in accordance with the Indenture and (ii) the column entitled "Minimum Weighted Average Floating Spread" in the Minimum Diversity Score/Maximum Rating/Minimum Floating Spread Matrix based upon the applicable "row/column combination" chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture, reduced by the Moody's Weighted Average Recovery Adjustment; *provided* that the Minimum Floating Spread shall in no event be lower than 2.50%.

Minimum Weighted Average Coupon Test

The "**Minimum Weighted Average Coupon Test**" will be satisfied on any Measurement Date if the Weighted Average Coupon *plus* the Excess Weighted Average Floating Spread equals or exceeds 6.50%.

The "**Weighted Average Coupon**" is, as of any Measurement Date, the number obtained by *dividing* (a) the amount equal to the Aggregate Coupon *by* (b) an amount equal to the Aggregate Principal Balance of all Fixed Rate Obligations as of such Measurement Date (excluding any Defaulted Obligations).

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of, in the case of each Fixed Rate Obligation (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation) (i) the stated rate at which interest accrues on such Fixed Rate Obligation *multiplied by* (ii) the Principal Balance of such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation). For purposes of this definition the stated rate will be deemed

to be, with respect to (i) any Step-Down Obligation, the lowest of the then current stated rate and any applicable future stated rate and (ii) any Step-Up Obligation, the then current stated rate.

The "**Excess Weighted Average Floating Spread**" is, as of any Measurement Date, a percentage equal to the number obtained by *multiplying* (i) the excess, if any, of the Weighted Average Floating Spread (without regard to the Excess Weighted Average Coupon (if any)) over the Minimum Floating Spread *by* (ii) the number obtained by *dividing* the Aggregate Principal Balance of all Floating Rate Obligations *by* the Aggregate Principal Balance of all Fixed Rate Obligations, in each case, excluding any Defaulted Obligations.

Maximum Moody's Rating Factor Test

The "**Maximum Moody's Rating Factor Test**" will be satisfied on any date of determination if the Adjusted Weighted Average Moody's Rating Factor of the Collateral Obligations is less than or equal to the sum of (i) the number set forth in the Minimum Diversity Score/Maximum Rating/Minimum Floating Spread Matrix at the intersection of the applicable "row/column combination" chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture *plus* (ii) the Moody's Weighted Average Recovery Adjustment *plus* (iii) the Moody's Class X Adjustment; *provided* that the Maximum Moody's Rating Factor Test shall in no event be greater than 3200.

The "**Weighted Average Moody's Rating Factor**" is the number (*rounded up* to the nearest whole number) determined by:

(a) *summing* the products of (i) the Principal Balance of each Collateral Obligation (excluding Defaulted Obligations) *multiplied by* (ii) the Moody's Rating Factor of such Collateral Obligation (as described below); and

(b) *dividing* such sum *by* the outstanding Principal Balance of all such Collateral Obligations.

The "**Moody's Rating Factor**" relating to any Collateral Obligation is the number set forth in the table below opposite the Moody's Default Probability Rating (as described above) of such Collateral Obligation.

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

The "**Moody's Weighted Average Recovery Adjustment**" means, as of any date of determination, the greater of (a) zero and (b) the product of (i) (A) the Weighted Average Moody's Recovery Rate as of such date of determination *multiplied by* 100 *minus* (B) 42 and (ii) (A) with respect to the adjustment of the Maximum Moody's Rating Factor Test, 50 and (B) with respect to adjustment of the Minimum Floating Spread, 0.20%; *provided* that, if the Weighted Average Moody's Recovery Rate for purposes of determining the Moody's Weighted Average Recovery Adjustment is greater than 60%, then such Weighted Average Moody's Recovery Rate shall equal 60% unless the Moody's Rating Condition (if applicable) is satisfied; *provided, further*, that the amount specified in clause (b)(i) above may only be allocated once on any date of determination and the Collateral Manager shall designate to the Collateral Administrator in writing on each such date the portion of such amount that shall be allocated to clause (b)(ii)(A) and the portion of such amount that shall be allocated to clause (b)(ii)(B) (it being understood that, absent an express designation by the Collateral Manager, all such amounts shall be allocated to clause (b)(ii)(A)).

Moody's Diversity Test

The "**Moody's Diversity Test**" will be satisfied on any date of determination if the Diversity Score (*rounded* to the nearest whole number) equals or exceeds the number set forth in the column entitled "Minimum Diversity Score" in the Minimum Diversity Score/Maximum Rating/Minimum Floating Spread Matrix based upon the applicable "row/column combination" chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture.

For purposes of the Moody's Diversity Test, the Diversity Score (the "**Diversity Score**") is a single number that indicates collateral concentration in terms of both issuer and industry concentration. A higher Diversity Score reflects a more diverse portfolio in terms of issuer and industry concentration. The Diversity Score is calculated as follows:

(i) An "**Issuer Par Amount**" is calculated for each issuer of a Collateral Obligation, and is equal to the Aggregate Principal Balance of all Collateral Obligations issued by that issuer and all Affiliates.

(ii) An "**Average Par Amount**" is calculated by *summing* the Issuer Par Amounts for all issuers, and *dividing by* the number of issuers.

(iii) An "**Equivalent Unit Score**" is calculated for each issuer, and is equal to the lesser of (x) one and (y) the Issuer Par Amount for such issuer *divided* by the Average Par Amount.

(iv) An "**Aggregate Industry Equivalent Unit Score**" is then calculated for each of the Moody's industry classification groups and is equal to the sum of the Equivalent Unit Scores for each issuer in such industry classification group.

(v) An "**Industry Diversity Score**" is then established for each Moody's industry classification groups by reference to the following table for the related Aggregate Industry Equivalent Unit Score; *provided* that, if any Aggregate Industry Equivalent Unit Score falls between any two such scores, the applicable Industry Diversity Score will be the lower of the two Industry Diversity Scores:

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
0.0000	0.0000	5.0500	2.7000	10.1500	4.0200	15.2500	4.5300
0.0500	0.1000	5.1500	2.7333	10.2500	4.0300	15.3500	4.5400
0.1500	0.2000	5.2500	2.7667	10.3500	4.0400	15.4500	4.5500
0.2500	0.3000	5.3500	2.8000	10.4500	4.0500	15.5500	4.5600
0.3500	0.4000	5.4500	2.8333	10.5500	4.0600	15.6500	4.5700
0.4500	0.5000	5.5500	2.8667	10.6500	4.0700	15.7500	4.5800
0.5500	0.6000	5.6500	2.9000	10.7500	4.0800	15.8500	4.5900
0.6500	0.7000	5.7500	2.9333	10.8500	4.0900	15.9500	4.6000
0.7500	0.8000	5.8500	2.9667	10.9500	4.1000	16.0500	4.6100
0.8500	0.9000	5.9500	3.0000	11.0500	4.1100	16.1500	4.6200
0.9500	1.0000	6.0500	3.0250	11.1500	4.1200	16.2500	4.6300
1.0500	1.0500	6.1500	3.0500	11.2500	4.1300	16.3500	4.6400
1.1500	1.1000	6.2500	3.0750	11.3500	4.1400	16.4500	4.6500
1.2500	1.1500	6.3500	3.1000	11.4500	4.1500	16.5500	4.6600
1.3500	1.2000	6.4500	3.1250	11.5500	4.1600	16.6500	4.6700
1.4500	1.2500	6.5500	3.1500	11.6500	4.1700	16.7500	4.6800
1.5500	1.3000	6.6500	3.1750	11.7500	4.1800	16.8500	4.6900
1.6500	1.3500	6.7500	3.2000	11.8500	4.1900	16.9500	4.7000
1.7500	1.4000	6.8500	3.2250	11.9500	4.2000	17.0500	4.7100
1.8500	1.4500	6.9500	3.2500	12.0500	4.2100	17.1500	4.7200
1.9500	1.5000	7.0500	3.2750	12.1500	4.2200	17.2500	4.7300
2.0500	1.5500	7.1500	3.3000	12.2500	4.2300	17.3500	4.7400
2.1500	1.6000	7.2500	3.3250	12.3500	4.2400	17.4500	4.7500

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
2.2500	1.6500	7.3500	3.3500	12.4500	4.2500	17.5500	4.7600
2.3500	1.7000	7.4500	3.3750	12.5500	4.2600	17.6500	4.7700
2.4500	1.7500	7.5500	3.4000	12.6500	4.2700	17.7500	4.7800
2.5500	1.8000	7.6500	3.4250	12.7500	4.2800	17.8500	4.7900
2.6500	1.8500	7.7500	3.4500	12.8500	4.2900	17.9500	4.8000
2.7500	1.9000	7.8500	3.4750	12.9500	4.3000	18.0500	4.8100
2.8500	1.9500	7.9500	3.5000	13.0500	4.3100	18.1500	4.8200
2.9500	2.0000	8.0500	3.5250	13.1500	4.3200	18.2500	4.8300
3.0500	2.0333	8.1500	3.5500	13.2500	4.3300	18.3500	4.8400
3.1500	2.0667	8.2500	3.5750	13.3500	4.3400	18.4500	4.8500
3.2500	2.1000	8.3500	3.6000	13.4500	4.3500	18.5500	4.8600
3.3500	2.1333	8.4500	3.6250	13.5500	4.3600	18.6500	4.8700
3.4500	2.1667	8.5500	3.6500	13.6500	4.3700	18.7500	4.8800
3.5500	2.2000	8.6500	3.6750	13.7500	4.3800	18.8500	4.8900
3.6500	2.2333	8.7500	3.7000	13.8500	4.3900	18.9500	4.9000
3.7500	2.2667	8.8500	3.7250	13.9500	4.4000	19.0500	4.9100
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
4.4500	2.5000	9.5500	3.9000	14.6500	4.4700	19.7500	4.9800
4.5500	2.5333	9.6500	3.9250	14.7500	4.4800	19.8500	4.9900
4.6500	2.5667	9.7500	3.9500	14.8500	4.4900	19.9500	5.0000
4.7500	2.6000	9.8500	3.9750	14.9500	4.5000		
4.8500	2.6333	9.9500	4.0000	15.0500	4.5100		
4.9500	2.6667	10.0500	4.0100	15.1500	4.5200		

(vi) The Diversity Score is then calculated by *summing* each of the Industry Diversity Scores for each Moody's industry classification group.

For purposes of calculating the Diversity Score, affiliated issuers in the same industry are deemed to be a single issuer except as otherwise agreed to by Moody's.

Minimum Weighted Average Moody's Recovery Rate Test

The "**Minimum Weighted Average Moody's Recovery Rate Test**" will be satisfied on any date of determination if the Weighted Average Moody's Recovery Rate equals or exceeds 42.0%.

The "**Weighted Average Moody's Recovery Rate**" is, as of any date of determination, the number, expressed as a percentage, obtained by *summing* the product of the Moody's Recovery Rate on such Measurement Date of each Collateral Obligation (excluding any Defaulted Obligations) and the Principal Balance of such Collateral Obligation, *dividing* such sum *by* the Aggregate Principal Balance of all such Collateral Obligations and *rounding up* to the first decimal place.

The "**Moody's Recovery Rate**" is, with respect to any Collateral Obligation, as of any date of determination, the recovery rate determined in accordance with the following, in the following order of priority:

(a) if the Collateral Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of an estimated rating), such recovery rate;

(b) if the preceding clause does not apply to the Collateral Obligation and the Collateral Obligation is a Moody's Senior Secured Loan, Second Lien Loan, First Lien Last Out Loan or any Other Collateral Obligation (in each case other than a DIP Collateral Obligation), the rate determined pursuant to the

table below based on the number of rating subcategories difference between the Collateral Obligation's Moody's Rating and its Moody's Default Probability Rating (for purposes of clarification, if the Moody's Rating is higher than the Moody's Default Probability Rating, the rating subcategories difference will be positive and if it is lower, negative):

Number of Moody's Ratings Subcategories Difference Between the Moody's Rating and the Moody's Default Probability Rating	Moody's Senior Secured Loans	Second Lien Loans and First Lien Last Out Loans*	Other Collateral Obligations
+2 or more	60.0%	55.0%	45.0%
+1	50.0%	45.0%	35.0%
0	45.0%	35.0%	30.0%
-1	40.0%	25.0%	25.0%
-2	30.0%	15.0%	15.0%
-3 or less	20.0%	5.0%	5.0%

*If such Collateral Obligation does not have a CFR (as defined in Annex B) and an Assigned Moody's Rating (as defined in Annex B), such Collateral Obligation will be deemed to be an "**Other Collateral Obligation**" for purposes of this table.

(c) if the Collateral Obligation is a DIP Collateral Obligation (other than a DIP Collateral Obligation which has been specifically assigned a recovery rate by Moody's), 50%.

S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" will be satisfied on any date of determination following receipt by the Collateral Manager (on behalf of the Issuer) and the Collateral Administrator of the input files for the S&P CDO Monitor if, after giving effect to the purchase of an additional Collateral Obligation, (a) during any S&P CDO Model Election Period, the Class Default Differential of the Proposed Portfolio is positive with respect to the S&P Required Class and (b) during any S&P CDO Monitor Formula Election Period, the S&P CDO Adjusted BDR is equal or greater than the S&P CDO SDR.

Compliance with the S&P CDO Monitor Test will be measured by the Collateral Manager on each Measurement Date following the Effective Date.

There can be no assurance that actual defaults of the Collateral Obligations will not exceed those assumed in the application of the S&P CDO Monitor or that recovery rates with respect thereto will not differ from those assumed in the S&P CDO Monitor. None of the Collateral Manager, the Placement Agent, the Co-Issuers, the Trustee or the Collateral Administrator makes any representation as to the expected rate of defaults of the Collateral Obligations or the timing of defaults or as to the expected recovery rate or the timing of recoveries.

Minimum Weighted Average S&P Recovery Rate Test

The "**Minimum Weighted Average S&P Recovery Rate Test**" will be satisfied on any date of determination if the S&P Weighted Average Recovery Rate of the S&P Required Class equals or exceeds the S&P Weighted Average Recovery Rate for such Class selected by the Collateral Manager (with notice to the Collateral Administrator) in connection with the S&P CDO Monitor Test.

Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any date of determination if the Weighted Average Life of all Collateral Obligations as of such date is less than the Maximum Weighted Average Life.

The "**Weighted Average Life**" is, as of any date of determination with respect to all Collateral Obligations other than Defaulted Obligations, the number of years following such date obtained by *summing* the products obtained by *multiplying*:

(a) the Average Life at such time of each such Collateral Obligation *by* (b) the outstanding Principal Balance of such Collateral Obligation

and dividing such sum by:

the Aggregate Principal Balance at such time of all Collateral Obligations other than Defaulted Obligations.

The "**Average Life**" is, on any date of determination with respect to any Collateral Obligation, the quotient obtained by *dividing* (i) the sum of the products of (a) the number of years (*rounded* to the nearest one hundredth thereof) from such date to the respective dates of each successive scheduled distribution of principal of such Collateral Obligation and (b) the respective amounts of principal of such scheduled distributions *by* (ii) the sum of all successive scheduled distributions of principal on such Collateral Obligation.

The "**Maximum Weighted Average Life**" is, as of any date of determination, the number of years (rounded to the nearest one hundredth thereof) during the period from such date of determination to October 19, 2026.

Collateral Assumptions

Unless otherwise specified, the assumptions described below will be applied to the determination of the Concentration Limitations, the Collateral Quality Test, the Coverage Tests and other determinations and calculations required by the Indenture.

For purposes of calculating all Concentration Limitations, in both the numerator and the denominator of any component of the Concentration Limitations, Defaulted Obligations will be treated as having a Principal Balance equal to zero. Except where expressly referenced herein for inclusion in such calculations, Defaulted Obligations will not be included in the calculation of the Collateral Quality Test.

For purposes of calculating the Coverage Tests and the Interest Diversion Test, except as otherwise specified in the Coverage Tests, such calculations will not include scheduled interest and principal payments on Defaulted Obligations unless or until such payments are actually made.

For purposes of calculating clause (i) of the Concentration Limitations the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds, shall each be deemed to be a Floating Rate Obligation that is a Senior Secured Loan.

For purposes of calculating compliance with each of the Concentration Limitations, all calculations will be rounded to the nearest 0.1%. All other calculations, unless otherwise set forth in the Indenture or the context otherwise requires, shall be rounded to the nearest ten-thousandth if expressed as a percentage, and to the nearest one-hundredth if expressed otherwise.

For all purposes (including calculation of the Coverage Tests), the Principal Balance of a Revolving Collateral Obligation or a Delayed Drawdown Collateral Obligation will include all unfunded commitments that have not been irrevocably reduced or withdrawn.

For purposes of calculating the sale proceeds of a Collateral Obligation in sale transactions, sale proceeds will include any Principal Financed Accrued Interest received in respect of such sale.

For each Collection Period and as of any date of determination, the scheduled payment of principal and/or interest on any Asset (other than a Defaulted Obligation, which, except as otherwise provided herein, shall be assumed to have scheduled distributions of zero) shall be the sum of (i) the total amount of payments and collections to be received during such Collection Period in respect of such Asset (including the proceeds of the sale of such Asset received and, in the case of sales which have not yet settled, to be received during the Collection Period and not reinvested in additional Collateral Obligations or Eligible Investments or retained in the Collection Account for subsequent reinvestment) that, if received as scheduled, will be available in the Collection Account at the end of the Collection Period and (ii) any such amounts received by the Issuer in prior Collection Periods that were not disbursed on a previous Payment Date.

Each scheduled payment of principal and/or interest receivable with respect to an Asset shall be assumed to be received on the applicable due date thereof (other than a Defaulted Obligation, which, except as otherwise provided herein, shall be assumed to have scheduled distributions of zero), and each such scheduled payment of principal and/or interest shall be assumed to be immediately deposited in the Collection Account to earn interest at an assumed reinvestment rate. All such funds shall be assumed to continue to earn interest until the date on which they are required to be available in the Collection Account for application, in accordance with the terms of the Indenture, to payments of principal of or interest on the Notes or other amounts payable pursuant to the Indenture. For purposes of the applicable determinations described in "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" and the definition of "Interest Coverage Ratio" and certain calculations to be included in distribution reports, the expected interest on the Secured Notes and Floating Rate Obligations will be calculated using the then current interest rates applicable thereto.

All calculations with respect to scheduled distributions on the Assets shall be made on the basis of information as to the terms of each such Asset and upon reports of payments, if any, received on such Asset that are furnished by or on behalf of the issuer or obligor of such Asset and, to the extent they are not manifestly in error, such information or reports may be conclusively relied upon in making such calculations.

For purposes of calculating compliance with the Investment Criteria, upon the direction of the Collateral Manager by notice to the Trustee and the Collateral Administrator, any Eligible Investment representing Principal Proceeds received upon the sale or other disposition or from scheduled or Unscheduled Principal Payments of a Collateral Obligation shall be deemed to have the characteristics of such Collateral Obligation until reinvested in an additional Collateral Obligation. Such calculations shall be based upon the principal amount of such Collateral Obligation, except in the case of Defaulted Obligations and Credit Risk Obligations, in which case the calculations will be based upon the Principal Proceeds received on the disposition or sale of such Defaulted Obligation or Credit Risk Obligation.

If a Collateral Obligation included in the Assets would be deemed a Current Pay Obligation but for the applicable percentage limitation in the proviso to clause (x) of the *proviso* to the definition of "Defaulted Obligation," then the Current Pay Obligations with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Current Pay Obligation as of the date of determination) will be deemed Defaulted Obligations. Each such Defaulted Obligation will be treated as a Defaulted Obligation for all purposes until such time as the Aggregate Principal Balance of Current Pay Obligations would not exceed, on a *pro forma* basis including such Defaulted Obligation, the applicable percentage of the Collateral Principal Amount.

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

For purposes of calculating compliance with the Investment Criteria, at the election of the Collateral Manager in its sole discretion, any proposed investment (whether a single Collateral Obligation or a group of Collateral Obligations) identified by the Collateral Manager as such at the time when compliance with the Investment 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 10 Business Days following the date of determination of such compliance (such period, the "**Trading Plan Period**"); *provided* that, (u) the Collateral Manager reasonably believes at the commencement of the relevant Trading Plan Period that the Issuer will be able to enter into binding commitment(s) for all sales and reinvestments proposed in such Trading Plan, (v) no Trading Plan may result in the purchase of Collateral Obligations having an Aggregate Principal Balance that exceeds 5.0% of the Collateral Principal Amount as of the first day of the Trading Plan Period, (w) no Trading Plan may result in the purchase of any Collateral Obligation with a maturity date of less than six months, (x) no Trading Plan Period may include a Determination Date, (y) no more than one Trading Plan may be in effect at any time during a Trading Plan Period and (z) if the Investment Criteria are satisfied prospectively after giving effect to a Trading Plan but are not satisfied upon the expiry of the related Trading Plan Period, notice thereof will be provided to the Rating Agencies. The Collateral Manager will provide the Rating Agencies and the Collateral Administrator with notice of the composition of the Collateral Obligations (and their attributes) in any Trading Plan. The Collateral Manager will provide the Rating Agencies, the Trustee and the Collateral Administrator with notice of the occurrence of any Trading Plan and the composition of the Collateral Obligations (and their attributes) in any Trading Plan. The monthly reports delivered pursuant to the terms of the Indenture will include among other reportable items whether any Trading Plan has been

applied and the Collateral Obligations that were subject to such Trading Plan and the percentage of the Aggregate Principal Balance consisting of Collateral Obligations that were subject to such Trading Plan. Such notices of Trading Plans and monthly reports will be made available by the Trustee via its internet website.

All monetary calculations under the Indenture will be in U.S. dollars.

If withholding tax is imposed under any Tax Account Reporting Rules or on (x) any amendment, waiver, consent or extension fees or (y) commitment fees or other similar fees in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations, the calculations of the Weighted Average Floating Spread and the Interest Coverage Test, as applicable, shall be made on a net basis after taking into account such withholding, unless the obligor is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding tax on an after-tax basis pursuant to the Underlying Instrument with respect thereto.

Any reference in the Indenture to an amount of the Trustee's, the Subordinated Note Issuing and Paying Agent's or the Collateral Administrator's fees calculated with respect to a period at a *per annum* rate shall be computed on the basis of a 360-day year of twelve 30-day months prorated for the related Interest Accrual Period and shall be based on the aggregate face amount of the Collateral Obligations and the Eligible Investments.

To the extent of any ambiguity in the interpretation of any definition or term contained in the Indenture or to the extent more than one methodology can be used to make any of the determinations or calculations set forth therein, the Collateral Administrator shall request direction from the Collateral Manager as to the interpretation and/or methodology to be used, and the Collateral Administrator shall follow such direction, and together with the Trustee, shall be entitled to conclusively rely thereon without any responsibility or liability therefor.

For purposes of calculating compliance with any tests under the Indenture (including the Target Initial Par Condition, Collateral Quality Test and Concentration Limitations), the trade date (and not the settlement date) with respect to any acquisition or disposition of a Collateral Obligation or Eligible Investment shall be used by the Collateral Administrator and the Collateral Manager to determine whether and when such acquisition or disposition has occurred.

The equity interest in any Blocker Subsidiary permitted under the Indenture and each asset of any such Blocker Subsidiary shall be deemed to constitute an Asset and be deemed to be a Collateral Obligation (or, if such asset would constitute an Equity Security if acquired and held by the Issuer, an Equity Security) for all purposes of the Indenture and each reference to Assets, Collateral Obligations and Equity Securities herein shall be construed accordingly, *provided* that, for financial accounting reporting purposes (including each monthly report prepared under the Indenture) and the Coverage Tests, the Interest Diversion Test and the Collateral Quality Test (and, for the avoidance of doubt, not for tax purposes), the Issuer will be deemed to own the Equity Security or Collateral Obligation held by such Blocker Subsidiary and not the equity interest in such Blocker Subsidiary.

With respect to any event or circumstance that requires satisfaction of the Global Rating Agency Condition, such condition shall be deemed inapplicable with respect to such event or circumstance if the applicable Rating Agency has (a) made a public statement to the effect that such Rating Agency will no longer review events or circumstances of the type requiring satisfaction of the Global Rating Agency Condition in this Indenture for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) on obligations rated by such Rating Agency; or (b) communicated to the Issuer, the Collateral Manager or the Trustee that such Rating Agency will not review such event or circumstance for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of the Notes; *provided* that, the Global Rating Agency Condition shall not be deemed inapplicable with respect to such event or circumstance if such applicable Rating Agency has communicated to the Issuer, the Collateral Manager or the Trustee that such event or circumstance would result in a reduction, downgrade or withdrawal of such Rating Agency's then-current rating with respect to any relevant Class or Classes of Secured Notes.

The Coverage Tests and the Interest Diversion Test

See "*Collateral Assumptions*" for a description of the assumptions applicable to the determination of satisfaction of the Coverage Tests and the Interest Diversion Test.

See "*Summary of Terms—Coverage Tests and Interest Diversion Test*" for a description of the calculation of the Overcollateralization Ratio Test, Interest Coverage Test and Interest Diversion Test.

If a Coverage Test is not satisfied on any applicable Determination Date, the Issuer will be required to apply available amounts in the Payment Account on the related Payment Date to the repayment of principal of the Secured Notes in accordance with the Priority of Payments to the extent necessary to achieve compliance with such Coverage Test.

Measurement of the degree of compliance with the Coverage Tests will be required as of each Measurement Date occurring (i) in the case of the Overcollateralization Ratio Test, on or after the Effective Date and (ii) in the case of the Interest Coverage Test, on or after the Determination Date immediately preceding the second Payment Date. Measurement of the degree of compliance with the Interest Diversion Test will be required as of each Measurement Date during the Reinvestment Period on or after the Effective Date.

If the Interest Diversion Test is not satisfied on any Determination Date during the Reinvestment Period, the Issuer will be required to apply Interest Proceeds remaining on the related Payment Date after the application thereof to the payment of amounts set forth in clauses (A) through (P) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" to make a deposit into the Collection Account as Principal Proceeds for the purchase of additional Collateral Obligations in an amount equal to the Required Interest Diversion Amount.

Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria

Subject to the other requirements set forth in the Indenture and unless (i) an acceleration of the maturity of the Notes has occurred and is continuing or (ii) an Event of Default has occurred and is continuing (in the case of sales pursuant to clauses (e), (f), (g) and (j) below), the Collateral Manager on behalf of the Issuer may, but will not be required to (except as otherwise specified below), direct the Trustee to sell and the Trustee shall sell on behalf of the Issuer in the manner directed by the Collateral Manager any Collateral Obligation or Equity Security (which shall include the direct sale or liquidation of the equity interests of any Blocker Subsidiary or assets held by a Blocker Subsidiary) if, as certified by the Collateral Manager, such sale meets any one of the following requirements (subject in each case to any applicable requirement of disposition under clause (h) or (i) below), for purposes of which the Sale Proceeds of a Collateral Obligation sold by the Issuer shall include any Principal Financed Accrued Interest received in respect of such sale:

(a) The Collateral Manager may direct the Trustee to sell any Credit Risk Obligation at any time without restriction;

(b) The Collateral Manager may direct the Trustee to sell any Credit Improved Obligation at any time without restriction;

(c) The Collateral Manager may direct the Trustee to sell any Defaulted Obligation at any time without restriction;

(d) The Collateral Manager may direct the Trustee to sell any Equity Security at any time without restriction, and shall (unless such Equity Security is required to be sold as set forth in clauses (h) or (i) below or has been transferred to a Blocker Subsidiary as set forth in clause (j) below) use its commercially reasonable efforts to effect the sale of any Equity Security (other than an interest in a Blocker Subsidiary), regardless of price:

(i) within 45 days after receipt if such Equity Security constitutes Margin Stock unless such sale is prohibited by applicable law, in which case such Equity Security shall be sold as soon as such sale is permitted by applicable law; and

(ii) within three years after receipt or after such security becoming an Equity Security, if sub-clause (i) above does not apply, unless such sale is prohibited by applicable law, in which case such Equity Security shall be sold as soon as such sale is permitted by applicable law;

(e) After the Issuer has notified the Trustee of an Optional Redemption of the Notes in accordance with the Indenture (unless such Optional Redemption is financed solely with Refinancing Proceeds and Refinancing Interest Proceeds), the Collateral Manager shall direct the Trustee to sell (which sale may be through participation or other arrangement) all or a portion of the Collateral Obligations if the requirements set forth in the Indenture are satisfied and the notice of such Optional Redemption is neither withdrawn nor deemed to have been withdrawn and the obligation to affect such Optional Redemption has not been terminated. If any such sale is made through participations, the Issuer shall use reasonable efforts to cause such participations to be converted to assignments within six months after the sale;

(f) After a Majority of the Subordinated Notes has directed (by a written direction delivered to the Trustee) a Tax Redemption, the Issuer (or the Collateral Manager on its behalf) may at any time effect the sale (which sale may be through participation or other arrangement) of all or a portion of the Collateral Obligations if the requirements set forth in the Indenture are satisfied and the notice of such Tax Redemption is not withdrawn or deemed to have been withdrawn. If any such sale is made through participations, the Issuer shall use reasonable efforts to cause such participations to be converted to assignments within six months after the sale;

(g) During the Reinvestment Period, the Collateral Manager may direct the Trustee to sell (any such sale, a "**Discretionary Sale**") any Collateral Obligation at any time other than during a Restricted Trading Period if:

(i) after giving effect to such Discretionary Sale, the Aggregate Principal Balance of all Collateral Obligations sold as described in this sub-paragraph (g) during the preceding period of 12 calendar months (or, for the first 12 calendar months after the Closing Date, during the period commencing on the Closing Date) is not greater than 25.0% of the Collateral Principal Amount as of the first day of such 12 calendar month period (or as of the Closing Date, as the case may be); and

(ii) either:

(A) the Collateral Manager reasonably believes prior to such Discretionary Sale that it will be able to enter into one or more binding commitments to reinvest all or a portion of the proceeds of such Discretionary Sale, in compliance with the Investment Criteria, in one or more additional Collateral Obligations with an Aggregate Principal Balance at least equal to the Principal Balance of such sold Collateral Obligation within 20 Business Days after such Discretionary Sale; or

(B) after giving effect to such Discretionary Sale, the Aggregate Principal Balance of all Collateral Obligations (excluding the Collateral Obligation being sold but including, without duplication, the anticipated net proceeds of such Discretionary Sale) *plus*, without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds, will be not less than the Reinvestment Target Par Balance;

No later than three Business Days before the end of the Reinvestment Period, the Collateral Manager will send to the Trustee and the Collateral Administrator a schedule of purchases of Collateral Obligations for which the settlement date has not yet occurred and will certify to the Trustee that sufficient Principal Proceeds will be available to effect the settlement of such Collateral Obligations. For this purpose, Principal Proceeds in the Collection Account, Sale Proceeds from sale of Collateral Obligations for which a commitment to sell has been entered prior to the end of the Reinvestment Period, and scheduled (if received during the Reinvestment Period) or Unscheduled Principal Payments with respect to which the obligor has already delivered an irrevocable notice of repayment or which are required by the terms of the applicable Underlying Instruments will be considered available to effect such settlement. So long as the Issuer has committed to purchase such Collateral Obligations prior to the end of the Reinvestment Period, such Collateral Obligations shall be treated as having been purchased by the Issuer prior to the end of the Reinvestment Period for purposes of the Investment Criteria

and Principal Proceeds received after the end of the Reinvestment Period may be applied to the payment of the purchase price of such Collateral Obligations.

(a) The Collateral Manager on behalf of the Issuer shall use its commercially reasonable efforts to effect the sale (regardless of price) of any Collateral Obligation that no longer meets the criteria described in clauses (vii) or (xxiii) of the definition of "Collateral Obligation," within 18 months after the failure of such Collateral Obligation to meet any such criteria, unless such sale is prohibited by applicable law, in which case such Collateral Obligation shall be sold or otherwise disposed of as soon as reasonably practicable after such sale is permitted by applicable law;

(b) The Issuer shall not:

(A) become the owner of any asset (1) that is treated as an equity interest in an entity that is treated as a partnership or other fiscally transparent entity for U.S. federal income tax purposes, unless: (x) the entity is not treated, at any time, as engaged in a trade or business within the United States for U.S. federal income tax purposes and (y) the assets of the entity consist solely of assets that the Issuer could directly acquire consistent with the Indenture, the Collateral Management Agreement, the Memorandum and Articles of Association, and any related documents, (2) the gain from the disposition of which would be subject to U.S. federal income or withholding tax under section 897 or section 1445, respectively, of the Code or (3) if the ownership or disposition of such asset could cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes; or

(B) maintain the ownership of any Collateral Obligation that is the subject of a workout, amendment, supplement, exchange or modification if the continued maintaining or ownership of such Collateral Obligation during the process of such workout, amendment, supplement, exchange or modification would cause the Issuer to violate the Investment Guidelines (each such obligation in the foregoing (A) and (B), an "**Ineligible Obligation**");

(c) The Collateral Manager may effect the transfer to a Blocker Subsidiary of (I) any Collateral Obligation or portion thereof with respect to which the Issuer will receive an Ineligible Obligation described in clause (A) of the definition of "Ineligible Obligation" prior to the receipt of such Ineligible Obligation or (II) any Collateral Obligation described in clause (B) of the definition of "Ineligible Obligation" prior to the consummation of the workout, amendment, supplement, exchange or modification at issue; *provided* that the acquisition, ownership and disposition of such Ineligible Obligation would not cause any income or gain with respect to such Ineligible Obligation to be treated as income or gain that is effectively connected with the conduct of a trade or business of the Issuer within the United States for U.S. federal income tax purposes (other than as a result of a change in law after the acquisition of such Ineligible Obligation). Upon formation of any Blocker Subsidiary, the Issuer shall have been furnished an Opinion of Counsel addressed to the Issuer and each Rating Agency (or upon which each Rating Agency then rating any Class of Notes shall be entitled to rely) stating that the creation of a Blocker Subsidiary, the transfer of assets to it from the Issuer and the sale of, or receipt of income from, a Blocker Subsidiary will not (A) cause the Issuer to be treated as engaged in a U.S. trade or business or otherwise to be subject to U.S. federal income tax on its net income, (B) cause the Secured Notes to be treated as exchanged for modified debt obligations for purposes of section 1.1001-3 of the U.S. Treasury regulations or (C) alter the characterization of the Secured Notes as debt for U.S. federal income tax purposes. The Issuer shall not be required to obtain confirmation of satisfaction of the Global Rating Agency Condition in connection with the incorporation of, or transfer of any security or obligation to, any Blocker Subsidiary; *provided* that, (a) prior to the incorporation of any Blocker Subsidiary, the Collateral Manager will, on behalf of the Issuer, provide written notice thereof to the Rating Agencies and the Issuer (or the Collateral Manager on its behalf) shall, based on consultation with appropriate counsel, deliver an officer's certificate to each Rating Agency and the Trustee certifying that since the Closing Date there has been no change in law that would affect the opinions expressed in such Opinion of Counsel and (b) prior to the scheduled delivery to a Blocker Subsidiary of any security or obligation, the Collateral Manager will, on behalf of the Issuer, provide written notice thereof to each Rating Agency. The Issuer shall not be required to continue to hold in a Blocker Subsidiary

(and may instead hold directly) a security that ceases to be considered an Equity Security, as determined by the Collateral Manager based on an Opinion of Counsel to the effect that the Issuer can transfer such security or obligation from the Blocker Subsidiary to the Issuer and can hold such security directly without causing the Issuer to be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes. For financial accounting reporting purposes (including each monthly report and distribution report prepared under the Indenture) and the Coverage Tests, the Interest Diversion Test and the Collateral Quality Test (and, for the avoidance of doubt, not for tax purposes), the Issuer will be deemed to own an Equity Security or Collateral Obligation held by a Blocker Subsidiary rather than its interest in that Blocker Subsidiary; *provided* that any future anticipated tax liabilities of a Blocker Subsidiary related to an Equity Security or Collateral Obligation held by such Blocker Subsidiary shall be excluded from the calculation of the Weighted Average Floating Spread, the Weighted Average Coupon and the Interest Coverage Test;

(d) The Collateral Manager may direct the Trustee to accept any tender offer, voluntary redemption, exchange offer, conversion or other similar action in the manner specified in the Indenture at any time without restriction; and

(e) After the Issuer has notified the Collateral Manager and the Trustee of a Clean-Up Call Redemption in accordance with "*Description of the Notes—Clean-Up Call Redemption*," the Collateral Manager may at any time effect the sale (which sale may be through participation or other arrangement) of any Collateral Obligation without regard to the limitations set forth in clauses (a) through (k) by directing the Trustee to effect such sale; *provided* that the Sale Proceeds therefrom are used for the purposes specified in "*Description of the Notes—Clean-Up Call Redemption*" (and applied pursuant to the Priority of Payments). If any such sale is made through participations, the Issuer shall use reasonable efforts to cause such participations to be converted to assignments within six months after the sale.

The Indenture will provide that:

(A) the Issuer shall not permit such Blocker Subsidiary to incur any indebtedness (other than the guarantee and grant of security interest in favor of the Trustee described in clause (G) below);

(B) the constitutive documents of such Blocker Subsidiary shall provide that (i) recourse with respect to the costs, expenses or other liabilities of such Blocker Subsidiary shall be solely to the assets of such Blocker Subsidiary and no creditor of such Blocker Subsidiary shall have any recourse whatsoever to the Issuer or its assets except to the extent otherwise required under applicable law, (ii) the activities and business purposes of such Blocker Subsidiary shall be limited to holding securities or obligations in accordance with clause (j) in the preceding paragraph that are otherwise required to be sold pursuant to clause (i) in the preceding paragraph and activities reasonably incidental thereto (including holding interests in other Blocker Subsidiaries), (iii) such Blocker Subsidiary will not incur any indebtedness (other than the guarantee and grant of security interest in favor of the Trustee described in clause (G) below), (iv) such Blocker Subsidiary will not create, incur, assume or permit to exist any lien (other than a lien arising by operation of law), charge or other encumbrance on any of its assets (other than a lien in favor of the Trustee), or sell, transfer, exchange or otherwise dispose of any of its assets, or assign or sell any income or revenues or rights in respect thereof (other than dispositions contemplated by "Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria"), (v) such Blocker Subsidiary will be subject to the limitations on powers set forth in the organizational documents of the Issuer, (vi) if such Blocker Subsidiary is a foreign corporation for U.S. federal income tax purposes, such Blocker Subsidiary shall file a U.S. federal income tax return reporting all effectively connected income, if any, arising as a result of owning the permitted assets of such Blocker Subsidiary, (vii) after paying taxes and expenses payable by such Blocker Subsidiary or setting aside adequate reserves for the payment of such taxes and expenses, such Blocker Subsidiary will distribute, promptly and in a commercially reasonable fashion, 100% of the cash proceeds of the assets acquired by it (net of such taxes, expenses and reserves), (viii) such Blocker Subsidiary will not form or own any subsidiary or any interest in any other entity other than (x) interests in another Blocker Subsidiary, (y) securities or obligations held in accordance with clause (j) in the preceding paragraph that would otherwise be required to be sold by the Issuer pursuant to clause (i) in the preceding paragraph or (z) Eligible

Investments pending distribution of any proceeds of the Collateral Obligations held by it and (ix) such Blocker Subsidiary will not acquire or hold title to any real property or a controlling interest in any entity that holds title to real property;

(C) the constitutive documents of such Blocker Subsidiary shall provide that such Blocker Subsidiary will (i) maintain books and records separate from any other Person, (ii) maintain its accounts separate from those of any other Person, (iii) not commingle its assets with those of any other Person, (iv) conduct its own business in its own name, (v) maintain separate financial statements (*provided* that the Issuer may consolidate such financial statements with the Issuer's financial statements), (vi) pay its own liabilities out of its own funds, (vii) observe all corporate formalities and other formalities in its by-laws and its certificate of incorporation, (viii) maintain an arm's length relationship with its Affiliates, (ix) not have any employees, (x) not guarantee or become obligated for the debts of any other Person (other than the Issuer) or hold out its credit as being available to satisfy the obligations of others (other than the Issuer), (xi) not acquire obligations or securities of the Issuer, (xii) allocate fairly and reasonably any overhead for shared office space, (xiii) use separate stationery, invoices and checks, (xiv) not pledge its assets for the benefit of any other Person (other than the Trustee) or make any loans or advance to any Person, (xv) hold itself out as a separate Person, (xvi) correct any known misunderstanding regarding its separate identity and (xvii) maintain adequate capital in light of its contemplated business operations;

(D) the constitutive documents of such Blocker Subsidiary shall provide that the business of such Blocker Subsidiary shall be managed by or under the direction of a board of at least one director and that at least one such director shall be a person who is not at the time of appointment and for the five years prior thereto has not been (1) a direct or indirect legal or beneficial owner of the Collateral Manager, such Blocker Subsidiary or any of their respective Affiliates (excluding de minimis ownership), (ii) a creditor, supplier, officer, manager, or contractor of the Collateral Manager, such Blocker Subsidiary or any of their respective Affiliates or (iii) a person who controls (whether directly, indirectly or otherwise) the Collateral Manager, such Blocker Subsidiary or any of their respective Affiliates or any creditor, supplier, officer, manager or contractor of the Collateral Manager, such Blocker Subsidiary or any of their respective Affiliates;

(E) the constitutive documents of such Blocker Subsidiary shall provide that, so long as the Blocker Subsidiary is owned directly or indirectly by the Issuer, upon the occurrence of the earliest of the date on which the Aggregate Outstanding Amount of each Class of Secured Notes is paid in full or the date of any voluntary or involuntary dissolution, liquidation or winding-up of the Issuer or the Co-Issuer, (x) the Issuer shall sell or otherwise dispose of all of its equity interests in such Blocker Subsidiary within a reasonable time or (y) such Blocker Subsidiary shall (i) sell or otherwise dispose of all of its property or, to the extent such Blocker Subsidiary is unable to sell or otherwise dispose of such property within a reasonable time, distribute such property in kind to its stockholders, (ii) make provision for the filing of a tax return and any action required in connection with winding up such Blocker Subsidiary, (iii) liquidate and (iv) distribute the proceeds of liquidation to its stockholders;

(F) to the extent payable by the Issuer, with respect to any Blocker Subsidiary, (i) any expenses related to such Blocker Subsidiary (including any taxes and governmental fees owing by such Blocker Subsidiary) will be considered Administrative Expenses pursuant to clause (3) and subclause (v) of clause (4) of the definition thereof and will be payable as Administrative Expenses as described under "*Summary of Terms—Priority of Payments*" and "*Description of the Notes—Priority of Payments*;" and

(G) the Issuer shall cause each Blocker Subsidiary (x) to give a guarantee in favor of the Trustee pursuant to which such Blocker Subsidiary absolutely and unconditionally guarantees, to the Trustee for the benefit of the Secured Parties, the obligations secured by the Indenture, including the payment of all amounts due on the Secured Notes in accordance with their terms (subject to limited recourse provisions equivalent (mutatis mutandis) to those contained in the Indenture), and (y) to enter into a security agreement between such Blocker Subsidiary and the Trustee and any ancillary agreements (including any control agreements) pursuant to which such Blocker Subsidiary grants a perfected, first-priority continuing security interest in all of its property to secure its obligations under such guarantee.

The Co-Issuers and the Trustee will agree in the Indenture, and the Collateral Manager will agree in the Collateral Management Agreement, not to institute against any Blocker Subsidiary any proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law, or a petition for its winding-up or liquidation (other than, in the case of the Issuer, a winding-up or liquidation of a Blocker Subsidiary that no longer holds any assets), until the payment in full of all Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year and one day or, if longer, the applicable preference period then in effect *plus* one day, following such payment in full.

Notwithstanding the other requirements set forth in the Indenture and described above, the Issuer shall have the right to effect the sale of any Asset or purchase of any Collateral Obligation (*provided* that, in the case of a purchase of a Collateral Obligation, such purchase must comply with the Investment Guidelines and the applicable tax requirements set forth in the Indenture) (x) that has been consented to by holders of Notes evidencing (i) with respect to purchases during the Reinvestment Period and sales during or after the Reinvestment Period, at least 75% of the Aggregate Outstanding Amount of each Class of Secured Notes and holders of 75% of the Aggregate Outstanding Amount of the Subordinated Notes and (ii) with respect to purchases after the Reinvestment Period, 100% of the Aggregate Outstanding Amount of each Class of Notes and (y) of which each Rating Agency and the Trustee has been notified.

Investment Criteria. On any date during the Reinvestment Period (and, with respect to any Eligible Post-Reinvestment Proceeds, on any date after the Reinvestment Period), the Collateral Manager on behalf of the Issuer may, subject to the other requirements in the Indenture, but will not be required to, direct the Trustee to invest Principal Proceeds, proceeds of additional notes issued in accordance with the Indenture, amounts on deposit in the Ramp-Up Account and accrued interest received with respect to any Collateral Obligation to the extent used to pay for accrued interest on additional Collateral Obligations, and the Trustee shall invest such Principal Proceeds and other amounts in accordance with such direction.

Such proceeds may be used to purchase additional Collateral Obligations subject to the requirement that each of the following conditions (the "**Investment Criteria**") is satisfied as of each date after the Effective Date, or in the case of clause (I)(i) and clause (II)(i) below, on any date the Collateral Manager commits on behalf of the Issuer to make such purchase, in each case immediately after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to:

(I) During the Reinvestment Period:

(i) such obligation is a Collateral Obligation;

(ii) (A) each Coverage Test (or in the case of the Interest Coverage Tests, on or after the Determination Date occurring immediately prior to the second Payment Date) will be satisfied, or if not satisfied, such Coverage Test will be maintained or improved and (B) if each Coverage Test is not satisfied, the Principal Proceeds received in respect of any Defaulted Obligation or the proceeds of any sale of a Defaulted Obligation (as described in clause (c) of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above) shall not be reinvested in additional Collateral Obligations;

(iii) in the case of additional Collateral Obligations purchased with the proceeds from the sale of a Credit Risk Obligation sold at the discretion of the Collateral Manager (as described in clause (a) of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above), a Defaulted Obligation sold at the discretion of the Collateral Manager (as described in clause (c) of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above) or an Equity Security sold at the discretion of the Collateral Manager (as described in clause (d) of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above, after giving effect to such purchases, either (1) the Aggregate Principal Balance of all additional Collateral Obligations purchased with the proceeds from such sale will at least equal the related Sale Proceeds, (2) the Aggregate Principal Balance of the Collateral Obligations will be maintained or increased (by comparison to the Aggregate Principal Balance of the Collateral Obligations immediately prior to

such sale) or (3) the Aggregate Principal Balance of the Collateral Obligations (excluding the Collateral Obligations being sold but including, without duplication, the Collateral Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such additional Collateral Obligations) *plus*, without duplication, all Principal Proceeds will be greater than the Reinvestment Target Par Balance;

(iv) in the case of additional Collateral Obligations purchased with the Sale Proceeds from the sale of a Credit Improved Obligation or from a Discretionary Sale of a Collateral Obligation sold at the discretion of the Collateral Manager (as described in clauses (b) and (g), respectively, of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above) or Principal Proceeds received with respect to Unscheduled Principal Payments or scheduled distributions of principal, after giving effect to such purchases, either (1) the Aggregate Principal Balance of the Collateral Obligations will be maintained or increased (by comparison to the Aggregate Principal Balance of the Collateral Obligations immediately prior to such sale or payment), or (2) the Aggregate Principal Balance of the Collateral Obligations (excluding the Collateral Obligations being sold but including, without duplication, the Collateral Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such additional Collateral Obligations) *plus*, without duplication, all Principal Proceeds will be greater than the Reinvestment Target Par Balance;

(v) either (A) each requirement or test, as the case may be, of the Concentration Limitations and the Collateral Quality Test will be satisfied or (B) if any such requirement or test was not satisfied immediately prior to such reinvestment, such requirement or test will be maintained or improved after giving effect to the reinvestment;

(vi) the date on which the Issuer (or the Collateral Manager on its behalf) commits to purchase such Collateral Obligation occurs during the Reinvestment Period; and

(vii) the setting aside of Principal Proceeds in the Collection Account in anticipation of such purchase would not cause the balance of the Collection Account to be reduced below zero.

During the Reinvestment Period, following the sale of any Credit Improved Obligation or any Discretionary Sale of a Collateral Obligation, the Collateral Manager shall use its reasonable efforts to purchase additional Collateral Obligations within 20 Business Days after such sale; *provided* that any such purchase must comply with the Investment Criteria.

(II) After the Reinvestment Period with respect to any Eligible Post-Reinvestment Proceeds that were received:

(i) such obligation is a Collateral Obligation;

(ii) in the case of additional Collateral Obligations purchased with the proceeds from the sale of a Credit Risk Obligation sold at the discretion of the Collateral Manager (as described in clause (a) of "—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria" above), such proceeds are invested prior to the last day of the Collection Period in which such proceeds are received, and after giving effect to such purchases:

(A) the Minimum Floating Spread Test, the Minimum Weighted Average Coupon Test, the Minimum Weighted Average Moody's Recovery Rate Test (so long as the Class A Notes are outstanding), the S&P CDO Monitor Test and the Minimum Weighted Average S&P Recovery Rate Test (if applicable) will be satisfied, or if not satisfied, will be maintained or improved;

(B) the Overcollateralization Ratio Tests will be satisfied;

(C) the Restricted Trading Period is not then in effect;

(D) the additional Collateral Obligations purchased will have (1) the same or higher S&P Rating and (2) the same or higher Moody's Rating as compared with such Credit Risk Obligations;

(E) the stated maturity of the additional Collateral Obligations purchased is equal to or shorter than the stated maturity, in each case as compared with such Credit Risk Obligations;

(F) the Aggregate Principal Balance of all additional Collateral Obligations purchased with the proceeds from the sale of such Credit Risk Obligations will at least equal the related Sale Proceeds;

(G) the Concentration Limitations will be satisfied immediately prior to and immediately after such reinvestment, or if not satisfied immediately prior to such reinvestment, will be maintained or improved immediately after giving effect to such reinvestment;

(H) (1) during the Initial WAL Period, the Weighted Average Life Test will be satisfied or if the Weighted Average Life Test was not satisfied immediately prior to giving effect to such purchases, the level of compliance with the Weighted Average Life Test will be maintained or improved immediately after giving effect to the proposed purchases and (2) at all times time following the Initial WAL Period, the Weighted Average Life Test will be satisfied; and

(I) (1) during the Initial WAL Period, the Maximum Moody's Rating Factor Test (so long as the Class A Notes and the Class B Notes are outstanding) will be satisfied or if the Maximum Moody's Rating Factor Test was not satisfied immediately prior to giving effect to such purchases, the level of compliance with the Maximum Moody's Rating Factor Test will be maintained or improved immediately after giving effect to the proposed purchases and (2) at all times time following the Initial WAL Period, the Maximum Moody's Rating Factor Test (so long as the Class A Notes and the Class B Notes are outstanding) will be satisfied; and

(iii) in the case of additional Collateral Obligations purchased with the Principal Proceeds received with respect to Unscheduled Principal Payments, such proceeds are invested within the longer of (x) 30 days of the Issuer's receipt thereof and (y) the last day of the Collection Period in which such proceeds are received, and after giving effect to such purchases:

(A) the Minimum Floating Spread Test, the Minimum Weighted Average Coupon Test, the Minimum Weighted Average Moody's Recovery Rate Test (so long as the Class A Notes are outstanding), the S&P CDO Monitor Test and the Minimum Weighted Average S&P Recovery Rate Test (if applicable) will be satisfied, or if not satisfied, will be maintained or improved;

(B) the Overcollateralization Ratio Tests will be satisfied;

(C) the Restricted Trading Period is not then in effect;

(D) the additional Collateral Obligations purchased will have (1) the same or higher S&P Rating and (2) the same or higher Moody's Rating as compared with the Collateral Obligations for which such Unscheduled Principal Payments were received;

(E) the stated maturity of the additional Collateral Obligations purchased is equal to or shorter than the stated maturity, in each case as compared with the Collateral Obligations for which such Unscheduled Principal Payments were received;

(F) the Aggregate Principal Balance of the Collateral Obligations and any Principal Proceeds reinvested will be maintained or increased (by comparison to the Aggregate Principal

Balance of the Collateral Obligations and the Principal Proceeds not reinvested immediately prior to such payment);

(G) the Concentration Limitations will be satisfied immediately prior to and immediately after such reinvestment, or if not satisfied immediately prior to such reinvestment, will be maintained or improved immediately after giving effect to such reinvestment;

(H) (1) during the Initial WAL Period, the Weighted Average Life Test will be satisfied or if the Weighted Average Life Test was not satisfied immediately prior to giving effect to such purchases, the level of compliance with the Weighted Average Life Test will be maintained or improved immediately after giving effect to the proposed purchases and (2) at all times time following the Initial WAL Period, the Weighted Average Life Test will be satisfied; and

(I) (1) during the Initial WAL Period, the Maximum Moody's Rating Factor Test (so long as the Class A Notes and the Class B Notes are outstanding) will be satisfied or if the Maximum Moody's Rating Factor Test was not satisfied immediately prior to giving effect to such purchases, the level of compliance with the Maximum Moody's Rating Factor Test will be maintained or improved immediately after giving effect to the proposed purchases and (2) at all times time following the Initial WAL Period, the Maximum Moody's Rating Factor Test (so long as the Class A Notes and the Class B Notes are outstanding) will be satisfied.

Except as described in the preceding clause (II), after the Reinvestment Period, the Collateral Manager shall not direct the Trustee to invest any amounts on behalf of the Issuer unless (x) consent thereto has been obtained from holders of Notes evidencing 100% of the Aggregate Outstanding Amount of each Class of Notes and (y) each Rating Agency and the Trustee has been notified of such investment; *provided* that, in accordance with the Indenture, cash on deposit in any Account (other than the Payment Account) may be invested in Eligible Investments at any time.

At any time, the Issuer (or the Collateral Manager on the Issuer's behalf) may vote in favor of a Maturity Amendment only if, as determined by the Collateral Manager, (i) the Weighted Average Life Test will be satisfied after giving effect to such Maturity Amendment or if the Weighted Average Life Test was not satisfied immediately prior to giving effect to such Maturity Amendment, the level of compliance with the Weighted Average Life Test will be maintained or improved after giving effect to such Maturity Amendment, in either case after giving effect to any Trading Plan in effect during the applicable Trading Plan Period and (ii) after giving effect to such Maturity Amendment, the stated maturity of the Collateral Obligation that is the subject of such Maturity Amendment is not later than the earlier of the Stated Maturity of the Notes, and, if applicable, the earliest maturity of any obligation issued in connection with a Refinancing; *provided* that clause (i) shall not be applicable to Collateral Obligations identified by the Collateral Manager representing, in the aggregate and on a cumulative basis, up to 10% of the Target Initial Par Amount that are subject to a Maturity Amendment which, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement, is necessary (x) to prevent the related Collateral Obligation from becoming a Defaulted Obligation or (y) due to the materially adverse financial condition of the obligor, to minimize material losses on the related Collateral Obligation.

The Collection Account and Payment Account

All distributions on the Collateral Obligations and any proceeds received from the disposition of any Collateral Obligations will be remitted to one of two segregated accounts, one of which will be designated the "**Interest Collection Subaccount**" and one of which will be designated the "**Principal Collection Subaccount**" each held in the name of the Trustee for the benefit of the Secured Parties and together comprising the "**Collection Account**". Such distributions and proceeds of distributions will be available, together with reinvestment earnings thereon, for application to the payment of the amounts set forth under "*Summary of Terms—Priority of Payments*" and for the acquisition of additional Collateral Obligations under the circumstances and pursuant to the requirements described herein and in the Indenture. All Designated Principal Proceeds, Designated Ramp-up Proceeds and all Interest Proceeds received by the Trustee after the Closing Date or transferred to the Collection Account from the Expense Reserve Account, Interest Reserve Account or the Payment Account will be deposited in the Interest Collection

Subaccount. All other amounts received by the Trustee or transferred from the Expense Reserve Account, Interest Reserve Account or Revolver Funding Account and remitted to the Collection Account will be deposited in the Principal Collection Subaccount, including (i) any funds designated as Principal Proceeds by the Collateral Manager in accordance with the Indenture and (ii) all other Principal Proceeds (unless simultaneously reinvested in additional Collateral Obligations in accordance with the provisions of the Indenture described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" or in Eligible Investments). The Issuer may, but under no circumstances shall be required to, deposit from time to time into the Collection Account, in addition to any amount required under the Indenture to be deposited therein, such monies received from external sources for the benefit of the Secured Parties (other than payments on or in respect of the Collateral Obligations, Eligible Investments or other existing Assets) as the Issuer deems, in its sole discretion, to be advisable and to designate them as Interest Proceeds or Principal Proceeds. The Collection Account will be established at Citibank, N.A. Subject to satisfaction of the Interest Deposit Condition, at the written direction of the Collateral Manager given on the Effective Date or on any day thereafter but prior to the third Payment Date, Designated Principal Proceeds may be designated as Interest Proceeds and withdrawn from the Principal Collection Subaccount and deposited in the Interest Collection Subaccount.

The Collateral Manager on behalf of the Issuer may direct the Trustee to pay from Interest Proceeds on deposit in the Collection Account on any Business Day during any Interest Accrual Period any Administrative Expenses (such payments to be counted against the Administrative Expense Cap for the applicable period and to be subject to the order of priority as stated in the definition of "Administrative Expenses"); *provided* that the aggregate Administrative Expenses paid as described in this paragraph during any Collection Period shall not exceed the Administrative Expense Cap for the related Payment Date. The Collateral Manager on behalf of the Issuer may direct the Trustee to transfer from amounts on deposit in the Interest Collection Subaccount to the Principal Collection Subaccount, amounts necessary for application as described under "*Use of Proceeds—Effective Date*." In addition, the Collateral Manager on behalf of the Issuer may direct the Trustee to deposit from the Principal Collection Subaccount into the Revolver Funding Account amounts that are required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations.

In connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds which occurs on a Redemption Date that is not a Payment Date, the Collateral Manager on behalf of the Issuer may, without regard to the Priority of Payments, direct the Trustee to apply Refinancing Interest Proceeds from the Interest Collection Account on the Redemption Date to the payment of the Redemption Price(s) of the Class or Classes of Secured Notes subject to Refinancing and the payment of any expenses incurred in connection with such redemption

Amounts received in the Collection Account during a Collection Period will be invested in Eligible Investments with stated maturities not later than the earlier of (A) the date that is 60 days after the date of delivery thereof and (B) the Business Day immediately preceding the Payment Date immediately following the date of delivery thereof unless such Eligible Investments are issued by the Trustee in its capacity as a banking institution, in which event such Eligible Investments may mature on such Payment Date. All proceeds from the Eligible Investments will be retained in the Collection Account unless used to purchase additional Collateral Obligations in accordance with the Investment Criteria, or used as otherwise permitted under the Indenture. See "*—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*" and "*Summary of Terms—Priority of Payments*."

On the Business Day immediately preceding each Payment Date, the Trustee will deposit into a single, segregated trust account held in the name of the Trustee for the benefit of the Secured Parties (the "**Payment Account**") all funds in the Collection Account (other than amounts that the Issuer is entitled to reinvest in accordance with the Investment Criteria described herein, which amounts may be retained in the Collection Account for subsequent reinvestment) required for payments to holders of the Secured Notes and distributions on the Subordinated Notes and payments of fees and expenses in accordance with the priorities described under "*Summary of Terms—Priority of Payments*." The Co-Issuers shall not have any legal, equitable or beneficial interest in the Payment Account other than in accordance with the Indenture and the Priority of Payments. The Payment Account will be established at Citibank, N.A. Amounts in the Payment Account shall remain uninvested.

The Ramp-Up Account

The net proceeds of the issuance of the Notes remaining after repayment of amounts borrowed by the Issuer in connection with the purchase of Collateral Obligations prior to the Closing Date (including Warehouse Principal Financed Accrued Interest), redemption of preference shares held by Affiliates of the Collateral Manager and payment of fees and expenses, including without limitation, the making of any deposits to the Interest Reserve Account, the Expense Reserve Account and the Revolver Funding Account, will be deposited on the Closing Date into a single, segregated trust account held in the name of the Trustee for the benefit of the Secured Parties (the "**Ramp-Up Account**") as more fully described in "*Use of Proceeds—General*". On behalf of the Issuer, the Collateral Manager will direct the Trustee to, from time to time prior to the Effective Date, purchase additional Collateral Obligations and invest in Eligible Investments any amounts not used to purchase such additional Collateral Obligations. Subject to the satisfaction of the Interest Deposit Condition, at the written direction of the Collateral Manager, on or after the Effective Date and on or prior to the second Payment Date, Designated Ramp-Up Proceeds may be designated as Interest Proceeds and withdrawn from the Ramp-Up Account and deposited into the Interest Collection Subaccount if sufficient proceeds have been set aside to satisfy the Issuer's binding commitments to acquire Collateral Obligations. On the first Business Day after a trust officer of the Trustee has received written notice from the Collateral Manager that each Rating Agency has confirmed (or has deemed to confirm, as applicable) its initial rating of the Secured Notes as described in "*Use of Proceeds—Effective Date*" (or the Issuer has provided a Passing Report to each Rating Agency), or upon the occurrence of an Event of Default, the Trustee will deposit any remaining amounts in the Ramp-Up Account (excluding any proceeds that will be used to settle binding commitments entered into prior to that date) into the Principal Collection Subaccount as Principal Proceeds. Any income earned on amounts deposited in the Ramp-Up Account will be deposited in the Interest Collection Subaccount as Interest Proceeds. The Ramp-Up Account will be established at Citibank, N.A.

The Custodial Account

The Trustee will, on or prior to the Closing Date, establish a single, segregated trust account in the name of the Trustee for the benefit of the Secured Parties which will be designated as the "**Custodial Account**." All Collateral Obligations shall be credited to the Custodial Account. The only permitted withdrawals from the Custodial Account shall be in accordance with the provisions of the Indenture. The Co-Issuers shall not have any legal, equitable or beneficial interest in the Custodial Account other than in accordance with the Indenture and the Priority of Payments. The Custodial Account will be established at Citibank, N.A.

The Revolver Funding Account

Upon the purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, funds in an amount equal to the undrawn portion of such obligation shall be withdrawn first from the Ramp-Up Account and, if necessary, from the Principal Collection Subaccount and deposited in a single, segregated trust account established in the name of the Trustee for the benefit of the Secured Parties (the "**Revolver Funding Account**"); *provided* that, if such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation is a Participation Interest with respect to which the Selling Institution requires funds to be deposited with the Selling Institution or its custodian in an amount equal to any portion of the undrawn amount of such obligation as collateral for the funding obligations under such obligation (such funds, the "**Selling Institution Collateral**"), the Issuer shall deposit the Selling Institution Collateral with such Selling Institution or custodian rather than in the Revolver Funding Account, subject to the following sentence. Any such deposit of Selling Institution Collateral shall satisfy the following requirement: either (1) the aggregate amount of Selling Institution Collateral deposited with such Selling Institution or its custodian (other than an Eligible Custodian) under all Participation Interests shall not have an Aggregate Principal Balance in excess of 5% of the Collateral Principal Amount; or (2) such Selling Institution Collateral shall be deposited with an Eligible Custodian.

Approximately U.S.$2,600,000 will be deposited in the Revolver Funding Account on the Closing Date. Upon initial purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, funds deposited in the Revolver Funding Account in respect of such Collateral Obligation and Selling Institution Collateral deposited with the Selling Institution in respect of such Collateral Obligation will be treated as part of the purchase price therefor. Amounts in the Revolver Funding Account will be invested in overnight funds that are Eligible Investments and earnings from all such investments will be deposited in the Interest Collection Subaccount as Interest Proceeds. The Revolver Funding Account will be established at Citibank, N.A.

Funds will be deposited in the Revolver Funding Account upon the purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, and upon the receipt by the Issuer of any Principal Proceeds with respect to a Revolving Collateral Obligation as directed by the Collateral Manager, such that the amount of funds on deposit in the Revolver Funding Account shall be equal to or greater than the aggregate amount of unfunded funding obligations (disregarding the portion, if any, of any such unfunded funding obligations that is collateralized by Selling Institution Collateral) under all such Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations then included in the Assets.

Any funds in the Revolver Funding Account (other than earnings from Eligible Investments therein) will be available solely to cover any drawdowns on the Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations; *provided* that any excess of (A) the amounts on deposit in the Revolver Funding Account *over* (B) the sum of the unfunded funding obligations (disregarding the portion, if any, of any such unfunded funding obligations that is collateralized by Selling Institution Collateral) under all Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are included in the Assets (which excess may occur for any reason, including upon (i) the sale or maturity of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, (ii) the occurrence of an event of default with respect to any such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation and the termination of any commitment to fund obligations thereunder or (iii) any other event or circumstance which results in the irrevocable reduction of the undrawn commitments under such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) may be transferred by the Trustee (at the written direction of the Collateral Manager on behalf of the Issuer) from time to time as Principal Proceeds to the Principal Collection Subaccount.

The Expense Reserve Account

The Trustee will, prior to the Closing Date, establish a single, segregated trust account held in the name of the Trustee for the benefit of the Secured Parties which will be designated as the "**Expense Reserve Account**." Approximately U.S.$1,200,000 will be deposited in the Expense Reserve Account as Interest Proceeds on the Closing Date for the payment of certain expenses of the Issuer incurred in connection with the issuance of the Notes. Following the Closing Date (i) from the proceeds of any additional issuance described in "*Description of the Notes—The Indenture—Additional Issuance*," such amounts as are determined (at the date of issuance) to be necessary to account for expenses arising in connection with such additional issuance and (ii) any amounts from time to time required to be deposited in the Expense Reserve Account pursuant to clause (A) of "Summary of Terms—Priority of Payments—Application of Interest Proceeds" shall be added to the Expense Reserve Account. On any Business Day from and including the Closing Date, the Trustee will apply funds from the Expense Reserve Account, as directed by the Collateral Manager, (A) to pay expenses of the Co-Issuers incurred in connection with the establishment of the Co-Issuers, the structuring and consummation of the Offering and the issuance of the Notes and any additional issuance and (B) from time to time to pay accrued and unpaid Administrative Expenses of the Co-Issuers (other than fees and expenses of the Trustee) subject to any limitation imposed thereon pursuant to the operation of the Administrative Expense Cap with respect to the period since the immediately preceding Payment Date (or in the case of the first Payment Date, the period since the Closing Date) up to the date of the relevant payment; *provided* that the Trustee may decline to make any such payment on a day other than a Payment Date if the Trustee determines that doing so is necessary to ensure that the order of payments set forth in the definition of "Administrative Expenses" is maintained. All funds on deposit in the Expense Reserve Account will be invested in Eligible Investments at the direction of the Collateral Manager. Any income earned on amounts deposited in the Expense Reserve Account will be deposited in the Interest Collection Subaccount as Interest Proceeds as it is received. All amounts remaining on deposit in the Expense Reserve Account at the time when substantially all of the assets of the Co-Issuers have been sold or otherwise disposed of will be deposited by the Trustee into the Collection Account for application as Interest Proceeds on the immediately succeeding Payment Date (the "**Wind-down Date**"). The Expense Reserve Account will be established at Citibank, N.A.

The Interest Reserve Account

The Trustee will, prior to the Closing Date, establish a single, segregated trust account held in the name of the Trustee for the benefit of the Secured Parties, which shall be designated as the "**Interest Reserve Account**," which shall be maintained with the Custodian in accordance with the Securities Account Control Agreement. Approximately U.S.$500,000 will be deposited in the Interest Reserve Account from the proceeds of the issuance of

the Notes on the Closing Date. On or before the Determination Date at the end of the first Collection Period, at the direction of the Collateral Manager, the Issuer may direct that any amounts credited to the Interest Reserve Account be transferred to the Collection Account and included as Interest Proceeds or Principal Proceeds for such Collection Period. On the first Payment Date, all amounts remaining on deposit in the Interest Reserve Account will be transferred to the Payment Account and applied as Interest Proceeds or Principal Proceeds (as specified by the Collateral Manager) in accordance with the Priority of Payments. Promptly following the first Payment Date, the Trustee will close the Interest Reserve Account. All funds on deposit in the Interest Reserve Account will be invested in Eligible Investments at the direction of the Collateral Manager. Any income earned on amounts deposited in the Interest Reserve Account will be deposited in the Interest Collection Subaccount as Interest Proceeds as it is received. The Interest Reserve Account will be established at Citibank N.A.

Account Requirements

Each account established under the Indenture shall be established and maintained (a) with a federal or state-chartered depository institution with (1) a long-term debt rating of at least "A" by S&P and a short-term debt rating of at least "A-1" by S&P or a long-term debt rating of at least "A+" by S&P (if such institution has no short-term debt rating) and if such institution's long-term debt rating falls below "A" by S&P or its short-term rating falls below "A-1" by S&P (or its long-term rating falls below "A+" by S&P if such institution has no short-term debt rating), the assets held in such account shall be transferred within 60 calendar days to another institution that has a long-term debt rating of at least "A" by S&P and a short-term debt rating of at least "A-1" by S&P (or a long-term debt rating of at least "A+" by S&P if such institution has no short-term debt rating) and (2) so long as any Notes rated by Moody's remain outstanding, a deposit rating of at least "P-1" or "A1" by Moody's (or if such deposit rating is not available, a senior unsecured rating of at least "P-1" or "A1" by Moody's), and if such institution's deposit rating falls below "P-1" or "A1" by Moody's (or if such deposit rating is not available, the senior unsecured rating falls below "P-1" or "A1" by Moody's), the assets held in such account shall be transferred within 30 calendar days to another institution that has a deposit rating of at least "P-1" or "A1" by Moody's (or if such deposit rating is not available, a senior unsecured rating of at least "P-1" or "A1" by Moody's) or (b) in segregated trust accounts with the corporate trust department of a federal or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b) with (1) a long-term debt rating of at least "BBB" by S&P and a short-term rating of at least "A-1" by S&P (or a long-term debt rating of at least "A+" by S&P if such institution has no short-term debt rating) and if such institution's long-term debt rating falls below "BBB" by S&P or its short-term rating falls below "A-1" by S&P (or its long-term debt rating falls below "A+" by S&P if such institution has no short-term debt rating) and (2) so long as any Notes rated by Moody's remain outstanding, a counterparty risk assessment of at least "P-1(cr)" or "A1(cr)" by Moody's and if such institution's counterparty risk assessment falls below "P-1(cr)" or "A1(cr)", as applicable, by Moody's, the assets held in such account shall be transferred within 30 calendar days to another institution that has a counterparty risk assessment of at least "P-1(cr)" or "A1(cr)", as applicable, by Moody's. Such institution shall have a combined capital and surplus of at least U.S.$200,000,000. All cash deposited in the accounts shall be invested only in Eligible Investments or Collateral Obligations in accordance with the terms of the Indenture.

Account Reporting

For each Account, the monthly reports delivered pursuant to the terms of the Indenture will include a schedule showing the beginning balance, each credit or debit specifying the nature, source and amount, and the ending balance, and the amount of any Designated Principal Proceeds and/or any Designated Ramp-Up Proceeds.

USE OF PROCEEDS

General

The net proceeds from the issuance of the Notes on the Closing Date, after payment of certain fees, organizational and other fees and expenses and other amounts payable to the Placement Agent as described herein (including the funding of the Expense Reserve Account and the Interest Reserve Account), are expected to be approximately U.S.$449,100,000 (which includes the amount to be deposited into the Revolver Funding Account) and will be used by the Issuer to purchase Collateral Obligations meeting the diversification, rating and other requirements described herein. On the Closing Date, net proceeds will be used to (x) repay amounts borrowed by the Issuer from the Warehouse Lender under the Warehouse Facility in connection with the purchase of Collateral Obligations prior to the Closing Date (including Warehouse Principal Financed Accrued Interest), (y) redeem the preference shares held by Affiliates of the Collateral Manager and (z) pay any other amounts due in connection with the Warehouse Facility, including certain fees, costs and other compensatory amounts payable or reimbursable by the Issuer to the Warehouse Administrative Agent, the Warehouse Lender and/or Affiliates of the Collateral Manager for their services, and for deposit into the Ramp-Up Account after which, the Collateral Manager expects to apply the remaining net proceeds to purchase (or enter into agreements to purchase) additional Collateral Obligations on or prior to the Effective Date. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*" and "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates*."

Approximately U.S.$1,200,000 will be deposited into the Expense Reserve Account, approximately U.S.$500,000 will be deposited into the Interest Reserve Account and approximately U.S.$2,600,000 will be deposited into the Revolver Funding Account, in each case, on the Closing Date for use as described herein.

Effective Date

The Issuer, or the Collateral Manager on its behalf, will use commercially reasonable efforts to purchase (or enter into commitments to purchase), on or before March 27, 2018, Collateral Obligations (i) such that the Target Initial Par Condition is satisfied and (ii) that satisfy, as of the Effective Date, the Concentration Limitations, the Collateral Quality Test and each Overcollateralization Ratio Test.

(a) Unless clause (b) below is applicable, within 10 Business Days after the Effective Date, the Issuer will provide, or cause the Collateral Manager to provide the following documents:

(i) to each Rating Agency, a report identifying the Collateral Obligations;

(ii) to each Rating Agency and the Trustee, (x) a report (which the Issuer shall cause the Collateral Administrator to prepare on its behalf in accordance with, and subject to the terms of, the Collateral Administration Agreement) stating the following information (the "**Effective Date Report**"): (A) the obligor, principal balance, coupon/spread, stated maturity, Moody's Default Probability Rating, S&P Rating, Moody's industry classification group and country of Domicile with respect to each Collateral Obligation as of the Effective Date and substantially similar information provided by the Issuer with respect to every other asset included in the Assets (to the extent such asset is a security), by reference to such sources as shall be specified therein and (B) as of the Effective Date, the level of compliance with, and satisfaction or non-satisfaction of (1) the Target Initial Par Condition, (2) each Overcollateralization Ratio Test, (3) the Concentration Limitations and (4) the Collateral Quality Test (excluding the S&P CDO Monitor Test) (the items in this clause (B), collectively, the "**Effective Date Tested Items**") and (y) an officer's certificate of the Collateral Manager (such certificate, the "**Effective Date Collateral Manager Certificate**") certifying that the Collateral Manager has received an Accountants' Certificate that compares the information set forth in clause (a)(ii)(x)(A) above (the "**Effective Date Accountants' Comparison Report**") and recalculates the information set forth in clause (a)(ii)(x)(B) above (the "**Effective Date Accountants'**

Recalculation Report" and together with the Effective Date Accountants' Comparison Report, collectively, the "**Effective Date Accountants' Certificate**"); and

(iii) to the Trustee, the Effective Date Accountants' Certificate.

(b) If (1) the Issuer or the Collateral Manager, as the case may be, has not provided to each Rating Agency both (A) an Effective Date Report that shows that each of the Effective Date Tested Items was satisfied and (B) the Effective Date Collateral Manager Certificate (such an Effective Date Collateral Manager Certificate together with the Effective Date Report referred to in sub-clause (A) collectively, a "**Passing Report**") prior to the date 10 Business Days after the Effective Date or (2) any of the Effective Date Tested Items are not satisfied ((1) or (2) constituting a "**Rating Agency Ramp-Up Failure**"), then (A) the Issuer (or the Collateral Manager on the Issuer's behalf) shall either: (i) provide a Passing Report to each Rating Agency within 25 Business Days following the Effective Date or (ii) request each Rating Agency to confirm in writing (which may take the form of a press release or other written communication), within 25 Business Days following the Effective Date, that such Rating Agency will not reduce or withdraw its initial rating of the Secured Notes rated by such Rating Agency and (B) if, by the 25th Business Day following Effective Date, the Issuer (or the Collateral Manager on the Issuer's behalf) has not provided a Passing Report to each Rating Agency or obtained the confirmation from such Rating Agency, each as described in the preceding clause (A) of this paragraph, the Issuer (or the Collateral Manager on the Issuer's behalf) will instruct the Trustee to transfer amounts from the Interest Collection Subaccount to the Principal Collection Subaccount and may, prior to the first Payment Date, purchase additional Collateral Obligations in an amount sufficient to enable the Issuer (or the Collateral Manager on the Issuer's behalf) to (i) provide a Passing Report to each Rating Agency or (ii) obtain from each Rating Agency written confirmation (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes rated by such Rating Agency; *provided* that, in lieu of complying with the preceding clauses (A) and (B), the Issuer (or the Collateral Manager on the Issuer's behalf) may take such action, including but not limited to, a Ratings Special Redemption and/or transferring amounts from the Interest Collection Subaccount to the Principal Collection Subaccount as Principal Proceeds (for use in a Ratings Special Redemption), sufficient to enable the Issuer (or the Collateral Manager on the Issuer's behalf) to (1) provide to each Rating Agency a Passing Report or (2) obtain from each Rating Agency written confirmation (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes rated by such Rating Agency; *provided further* that, in the case of this clause (b), amounts may not be transferred from the Interest Collection Subaccount to the Principal Collection Subaccount if, after giving effect to such transfer, (I) the amounts available pursuant to the Priority of Payments on the next succeeding Payment Date would be insufficient to pay the full amount of the accrued and unpaid interest on any Class of Secured Notes on such next succeeding Payment Date or (II) such transfer would result in a deferral of interest with respect to the Class C Notes, Class D Notes, or Class E Notes on the next succeeding Payment Date. In addition, if the S&P CDO Model Election Date has not yet occurred on the Effective Date and (w) the Issuer provides S&P with the S&P Excel Default Model Input File, (x) the Issuer causes the Collateral Administrator 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 Adjusted BDR is equal or greater than the S&P CDO SDR as of the last day of the Ramp-Up Period (taking into account the S&P CDO Monitor Non-Model Adjustments described below) 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 Secured Notes shall be deemed to have been provided; *provided* that, for purposes of determining compliance with the S&P CDO Monitor Test in connection with such Effective Date Report, the Aggregate Funded Spread will be calculated (x) without giving effect to clause (c) of the definition of "Aggregate Funded Spread" and by assuming that any LIBOR Floor Obligation bears interest at a rate equal to the stated interest rate spread over the London interbank offered rate based index for such LIBOR Floor Obligation and (y) without including in the Collateral Principal Amount any Designated Ramp-Up Proceeds or

Designated Principal Proceeds (the foregoing subclauses (x) and (y), together, the "**S&P CDO Monitor Non-Model Adjustments**").

THE COLLATERAL MANAGER

The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Placement Agent or the Co-Issuers. The Placement Agent and the Co-Issuers assume no responsibility for the accuracy, completeness or applicability of such information.

General

American Money Management Corporation ("**AMMC**"), organized under the laws of the State of Ohio in 1973 and with its principal offices located at 301 East Fourth Street, Cincinnati, OH 45202, will act as the Collateral Manager pursuant to the Collateral Management Agreement. AMMC is an indirect wholly-owned subsidiary of American Financial Group, Inc. ("**American Financial**") and provides investment management services to American Financial, American Financial's Affiliates and certain third-parties. American Financial is an insurance holding company with assets in excess of $55 billion. Through the operations of Great American Insurance Group, American Financial is engaged primarily in property and casualty insurance focusing on specialized commercial products for businesses, and in the sale of traditional fixed, indexed and variable annuities and a variety of supplemental insurance products. American Financial's common stock is listed on the New York Stock Exchange and NASDAQ Global Select Market under the symbol "AFG." Additional information regarding American Financial is available from its filings with the SEC. Such filings may be reviewed in the SEC's Public Reference Room located at 100 F Street N.E., Washington, DC 20549 and on the SEC's website (www.sec.gov). Such filings may also be accessed through American Financial's website (www.afginc.com).

As a result of the implementation of the Dodd-Frank Act and certain rules and regulations, thereunder, the Collateral Manager has registered as an "investment adviser" under the Investment Advisers Act. See "*Risk Factors—Changes in the legislative and regulatory environment may affect the ability of the Co-Issuers to make payments on the Notes and result in enhanced scrutiny of the private fund industry*." Additional information regarding the Collateral Manager may be obtained from Part 2A of the Collateral Manager's most recent Form ADV, which is available upon written request to American Money Management Corporation, 301 East Fourth Street, Cincinnati, OH 45202, Attention: Investor Relations or is publicly available through the SEC's website (www.sec.gov). The Collateral Manager will, from time to time, and upon the request of any Noteholder, provide a copy of Part 2A of the Collateral Manager's most recent Form ADV to such Noteholder. The Collateral Manger may amend its Form ADV (including Part 2A thereof) from time to time without notice to the Noteholders.

Overview. The Collateral Manager is an active participant in both the public and private debt and equity capital markets as an investment manager. The Collateral Manager's portfolios of managed assets include senior secured and unsecured bank loans, high yield debt securities, investment grade debt securities, asset-backed and mortgage-backed securities, real estate investments, private placements, mezzanine and subordinated investments, municipal bonds, and equity securities.

As of June 30, 2017, the Collateral Manager managed approximately U.S.$42.0 billion of fixed income assets of which approximately U.S.$4.5 billion are for third-party, non-affiliate accounts. The balance of the fixed income assets is managed for American Financial and its subsidiaries and Affiliates. Approximately U.S.$5.5 billion of the fixed income assets under management consist of investments in non-investment grade or high yield securities. The third party accounts had approximately U.S.$4.5 billion of secured and unsecured bank loans similar to the types of Collateral Obligations to be purchased by the Issuer. The sources of the Collateral Manager's investments include, but are not limited to, investment banks, commercial banks, transaction sponsors and other intermediaries. AMMC's investing activities are guided by a balancing of the risks and potential rewards associated with each transaction and the goals and requirements of each portfolio.

AMMC currently employs 27 investment professionals in its investment activities. The members of this group have an average in excess of 20 years of finance and/or investment industry experience. AMMC is experienced in evaluating high yield debt transactions and has participated in the high yield debt securities markets for over 20 years. The breadth of its investment experience is enhanced by its experience in credit underwriting activities, which include structuring and arranging investment grade and non-investment grade financings, and its participation as a lender in the loan-syndication market.

Investment opportunities for the Issuer will consist primarily of Senior Secured Loans, Second Lien Loans and Unsecured Loans originated and syndicated by money center banks and major investment banks active in the non-investment grade market and Senior Secured Loans, Second Lien Loans and Unsecured Loans available from banks, institutional loan investors and dealers in the secondary market.

AMMC CLO 20, Limited, AMMC CLO 19, Limited, AMMC CLO 18, Limited, AMMC CLO 17, Limited, AMMC CLO 16, Limited, AMMC CLO 15, Limited, AMMC CLO XIV, Limited, AMMC CLO XIII, Limited, AMMC CLO XII, Limited, AMMC CLO XI, Limited, AMMC CLO X, Limited and AMMC CLO IX, Limited.

The information herein is provided for disclosure purposes only. The history and experience of these portfolios are for illustrative purposes only. The historical results of these portfolios may not be indicative of the future results of the Issuer. These portfolios may have different investment objectives and may be subject to restrictions and requirements that may differ from those contained in this Offering Circular. The Collateral Manager will be subject to certain conflicts of interest on the Collateral. See "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*."

The Collateral Manager manages AMMC CLO 20, Limited ("**AMMC CLO 20**"), a collateralized debt obligation that was formed in November 2016. AMMC CLO 20 consists mainly of senior loans. As of September 6, 2017, AMMC CLO 20 had total asset commitments of approximately U.S.$401.3 million, consisting primarily of Senior Secured Loans (98.1%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO 19, Limited ("**AMMC CLO 19**"), a collateralized debt obligation that was formed in July 2016. AMMC CLO 19 consists mainly of senior loans. As of September 5, 2017, AMMC CLO 19 had total asset commitments of approximately U.S.$451.6 million, consisting primarily of Senior Secured Loans (97.2%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO 18, Limited ("**AMMC CLO 18**"), a collateralized debt obligation that was formed in August 2015. AMMC CLO 18 consists mainly of senior loans. As of September 14, 2017, AMMC CLO 18 had total asset commitments of approximately U.S.$401.7 million, consisting primarily of Senior Secured Loans (97.1%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO 17, Limited ("**AMMC CLO 17**"), a collateralized debt obligation that was formed in May 2015. AMMC CLO 17 consists mainly of senior loans. As of September 5, 2017, AMMC CLO 17 had total asset commitments of approximately U.S.$354.1 million, consisting primarily of Senior Secured Loans (98.8%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO 16, Limited ("**AMMC CLO 16**"), a collateralized debt obligation that was formed in November 2014. AMMC CLO 16 consists mainly of senior loans. As of September 1, 2017, AMMC CLO 16 had total asset commitments of approximately U.S.$496.4 million, consisting primarily of Senior Secured Loans (97.6%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO 15, Limited ("**AMMC CLO 15**"), a collateralized debt obligation that was formed in August 2014. AMMC CLO 15 consists mainly of senior loans. As of September 27, 2017, AMMC CLO 15 had total asset commitments of approximately U.S.$493.0 million, consisting primarily of Senior Secured Loans (98.8%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO XIV, Limited ("**AMMC CLO XIV**"), a collateralized debt obligation that was formed in November 2013. AMMC CLO XIV consists mainly of senior loans. As of August 29, 2017, AMMC CLO XIV had total asset commitments of approximately U.S.$396.2 million, consisting primarily of Senior Secured Loans (99.3%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO XIII, Limited ("**AMMC CLO XIII**"), a collateralized debt obligation that was formed in April 2013. AMMC CLO XIII consists mainly of senior loans. As of August 29, 2017, AMMC CLO XIII had total asset commitments of approximately U.S.$387.1 million, consisting primarily of Senior Secured Loans (97.9%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO XII, Limited ("**AMMC CLO XII**"), a collateralized debt obligation that was formed in November 2012. AMMC CLO XII consists mainly of senior loans. As of August 29, 2017, AMMC CLO XII had total asset commitments of approximately U.S.$367.0 million, consisting primarily of Senior Secured Loans (82.1%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO XI, Limited ("**AMMC CLO XI**"), a collateralized debt obligation that was formed in October 2012. AMMC CLO XI consists mainly of senior loans. As of September 22 2017, AMMC CLO XI had total asset commitments of approximately U.S.$434.2 million, consisting primarily of Senior Secured Loans (97.4%) (as such term is defined in the related transaction documents).

The Collateral Manager manages AMMC CLO X, Limited ("**AMMC CLO X**"), a collateralized debt obligation that was formed in March 2012 and AMMC CLO IX, Limited ("**AMMC CLO IX**"), a collateralized debt obligation that was formed in December 2011. Substantially all of the assets of AMMC CLO X and AMMC CLO IX have been sold, including the assets of AMMC CLO IX sold to the Issuer. All of the secured notes issued by each of AMMC CLO X and AMMC CLO IX have been paid in full and the Collateral Manager expects that each of AMMC CLO X and AMMC CLO IX will be dissolved.

Senior Management, the CLO Credit Committee and Other Key Personnel

The following is a summary of the experience of key personnel who may be involved in the performance of AMMC's obligations under the Collateral Management Agreement. There can be no assurance that any such individual will continue to be employed by AMMC or, if so employed, involved in performing AMMC's obligations under the Collateral Management Agreement.

Senior Management

The Senior Management of AMMC is responsible for the overall direction of AMMC's managed assets.

John B. Berding is President of AMMC and is responsible for the management of AMMC's Affiliates' and clients' investment portfolios. Mr. Berding also serves as a director of American Financial and an Executive Vice President, Investments for Great American Financial Resources, Inc., a subsidiary of American Financial. Mr. Berding joined AMMC in 1987. Mr. Berding is a CPA (inactive) and earned a BBA in Accounting and Finance from the University of Cincinnati and an MBA from the University of Chicago.

Members of the CLO Credit Committee

The Collateral Manager currently intends that all material portfolio management decisions concerning the performance of the Collateral Manager's obligations under the Collateral Management Agreement (including the purchase and sale of Collateral Obligations) will be considered by one or more members of a CLO Credit Committee appointed by AMMC. The Collateral Manager will not be required to maintain the CLO Credit Committee in its current form or in any form. The Collateral Manager may appoint any person to or remove any person from the CLO Credit Committee and may terminate the CLO Credit Committee at any time. The CLO Credit Committee will initially consist of Chester Eng and David Meyer.

Chester M. Eng is a Senior Vice President of AMMC, a member of AMMC's CLO Credit Committee and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 1991, Mr. Eng was a fixed income portfolio manager and analyst with The Penn Central Corporation; prior to 1988, he held various financial and investment positions at CBS, Inc. Mr. Eng is a CFA charterholder and earned a BA in Economics and Political Science from University of Rochester and an MBA from New York University's Stern School of Business.

David P. Meyer is a Senior Vice President of AMMC, a member of AMMC's CLO Credit Committee and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 1997, Mr. Meyer held various positions in American Financial's Finance Department where his responsibilities included the preparation of SEC and shareholder reports and internal auditing functions. Mr. Meyer joined American Financial in 1990. Mr. Meyer earned a BBA in Accounting from the University of Cincinnati.

Investment Analysts

In addition to the CLO Credit Committee, AMMC employs a total of 14 additional investment analysts. These analysts are responsible for evaluating industries and companies, recommending investments, and monitoring the portfolios. The average finance and/or investment industry experience of the Management Committee and the senior analysts is in excess of 20 years. The investment analysts will initially consist of the following professionals:

Thomas J. Dattilo is a Senior Vice President of AMMC and serves as an investment analyst focused on several specific industries. Mr. Dattilo joined American Financial in 1973. Prior to joining AMMC, Mr. Dattilo held several key accounting and financial positions at American Financial. Mr. Dattilo is a CPA and earned a BBA in Accounting and Finance from the University of Cincinnati.

Thomas J. Keitel, Jr. is a Senior Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC, Mr. Keitel held various positions in American Financial's Finance Department. Mr. Keitel joined American Financial in 1986. Mr. Keitel earned a BSBA in Finance from Xavier University.

Joanne B. Schubert is a Senior Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 1986, Ms. Schubert was employed by AMAX Coal Company, a division of Cyprus/AMAX Minerals Company, in various financial planning and analysis roles. Ms. Schubert is a CFA charterholder and earned a BA in Economics from Goucher College and an MBA in Finance and Quantitative Analysis from the University of Cincinnati.

D. Timothy Shipp is a Senior Vice President of AMMC and serves as an investment analyst focused on several specific industries. Mr. Shipp joined AMMC in 1981. Mr. Shipp is a CFA charterholder and earned a BBA in Accounting from the University of Cincinnati and an MS in Finance from the University of Illinois.

Daniel J. Vonderhaar is a Senior Vice President of AMMC and serves as an investment analyst focused on several specific industries. Mr. Vonderhaar joined American Financial in 1973. Mr. Vonderhaar is a CPA (inactive) and earned a BBA in Accounting from the University of Cincinnati.

Kenneth J. Bushman is a Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 1999, Mr. Bushman was a senior treasury analyst at Chiquita Brands International, Inc. Prior to that, Mr. Bushman held various positions in American Financial's Internal Audit and Finance Departments. Mr. Bushman earned a BBA in Finance and Accounting from the University of Cincinnati.

David J. Dickman is a Vice President of AMMC and serves as an investment analyst focused on several specific industries. Mr. Dickman is a CFA charterholder and earned a BSBA in Finance from Xavier University. Mr. Dickman joined AMMC in 2001.

Joseph A. Haverkamp is a Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 2008, Mr. Haverkamp was an Associate at Banc of America Securities in their Strategic Capital trading group from 2004 to 2008. Mr. Haverkamp earned a BBA in Finance and Accounting from the University of Cincinnati.

Patrick J. Byrne is a Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 2006, Mr. Byrne served as an Investment Analyst at Ameriprise Financial. Mr. Byrne is a CFA charterholder and earned a BBA in Finance from the University of Cincinnati.

Jeffrey D. Goehring is a Vice President of AMMC and serves as an investment analyst focused on several specific industries. Prior to joining AMMC in 2006, Mr. Goehring held various positions in the Finance Department at Great American Financial Resources, Inc., a subsidiary of American Financial. Mr. Goehring earned a BBA in Accounting and Finance from the University of Cincinnati and an MBA from Xavier University.

Nick A. Ruehlman is an investment analyst focused on several specific industries. Prior to joining AMMC in 2012, Mr. Ruehlman served as a Senior Associate at The Walnut Group and Blue Chip Venture Company, two

Cincinnati-based private equity firms. Mr. Ruehlman is a CFA charterholder and earned a BBA in Finance and Real Estate from the University of Cincinnati.

Matt A. Hill is an investment analyst focused on several specific industries. Prior to joining AMMC in 2014, Mr. Hill served as a Credit Risk Analyst at Bank of America Merrill Lynch within their Global Markets Risk group. Mr. Hill earned a BS in Finance from Wake Forest University.

Thomas K. Muething is an investment analyst focused on several specific industries. Mr. Muething joined AMMC in 2013 and is a CFA candidate and has passed the Level I exam. Mr. Muething earned a BSBA in Finance from Xavier University.

Jack Stewart is an investment analyst focused on several specific industries. Mr. Stewart joined AMMC in 2016. Mr. Stewart earned a BA in Finance and Accounting from the University of Cincinnati.

Nate Bennett is an investment analyst focused on several specific industries. Prior to joining AMMC in 2017, Mr. Bennett was an analyst in the Commercial Associate Program at Fifth Third Bank. Mr. Bennett earned a BBA in Finance from the University of Cincinnati.

Other Investment Professionals

The other investment professionals employed by the Collateral Manager are responsible for certain specific functions and certain specific investment products, including bond trading and asset-backed and mortgage-backed securities analysis and trading. These investment professionals will initially consist of the following individuals:

William P. Hogan is a Senior Vice President and Co-head of Trading of AMMC primarily responsible for trading mortgage and asset-backed securities. Prior to joining AMMC in 1998, Mr. Hogan worked as a mortgage, asset-backed, and corporate fixed income securities registered representative at various broker-dealers, where, since 1984, he covered numerous institutional investors including insurance companies, mutual funds and banks. Mr. Hogan is a CFA charterholder and earned a BS in Finance from University of Notre Dame.

Jason J. Maney is a Senior Vice President and Co-head of Trading of AMMC primarily responsible for trading corporate bonds. Before joining AMMC in 2002, Mr. Maney was a senior investment associate with Ohio Casualty Corporation and a senior associate with Arthur Anderson LLP. Mr. Maney is a CPA, a CFA charterholder and earned a BBA in Accounting from Miami University (Ohio).

Kyle R. Dragan assists in trading investment grade corporate and municipal bonds. Mr. Dragan is a CFA charterholder and earned a BBA in Accounting and Finance from the University of Cincinnati and joined AMMC in 2007.

Z. Alex Glutz assists in trading mortgage and asset-backed securities. Mr. Glutz is a CFA charterholder and earned a BBA in Finance from the University of Cincinnati and joined AMMC in 2008.

Legal and Compliance

Certain professionals employed by the Collateral Management are responsible for legal and compliance related issues for the Collateral Manager and will initially consist of the following individual:

Mark A. Weiss is Vice President of AMMC and also serves as Chief Compliance Officer, responsible for administering AMMC's legal compliance functions. Mr. Weiss joined American Financial Group, Inc. in 2010. From 1992-2010, Mr. Weiss was an attorney with Cincinnati, Ohio law firm of Keating Muething & Klekamp, PLL. Mr. Weiss earned an AB in English from the University of Michigan and a JD from the University of Cincinnati College of Law.

John S. Fronduti is Vice President of AMMC and is responsible for legal and structuring issues relating to AMMC's CLO platform and legal and investment issues relating to its managed investment portfolios. Mr. Fronduti joined American Financial Group, Inc. in 2015. From 1997-2001, Mr. Fronduti was an attorney with the multi-national law firm of Pillsbury Winthrop Shaw Pittman LLP and from 2001-2015, Mr. Fronduti was an attorney with

Cincinnati, Ohio law firm of Keating Muething & Klekamp, PLL. Mr. Fronduti earned a BBA in Finance from the University of Notre Dame and a JD from the University of Cincinnati College of Law.

CLO Compliance

Other professionals employed by the Collateral Manager are charged with oversight and collateral compliance for collateralized debt obligations and collateralized loan obligations managed by the Collateral Manager. The professionals will initially include the following individuals:

Lauren A. Wendling is a Senior CLO compliance analyst whose responsibilities include managing all operational aspects associated with the compliance team, participating in CLO structuring, operations set-up, bank loan portfolio compliance monitoring, loan settlement and trading support. Ms. Wendling earned a BBA in Finance and a minor in Real Estate from the University of Cincinnati and joined AMMC in 2005.

Elizabeth D. Dietz is a CLO compliance analyst whose responsibilities include participating in CLO structuring, bank loan portfolio compliance monitoring, loan settlement and trading support. Ms. Dietz earned a BSBA in Finance and a minor in Economics from Xavier University and joined AMMC in 2007.

Katie L. Bachus is an Assistant CLO compliance analyst whose responsibilities include assisting with bank loan portfolio compliance monitoring and loan settlements. Prior to joining AMMC in 2012, Ms. Bachus spent 15 years at PNC Bank where she held various positions.

Andrew J. Hetzer is an Assistant CLO compliance analyst whose responsibilities include assisting with bank loan portfolio compliance monitoring, reporting and trading support. Mr. Hetzer earned a BBA in Accounting from Thomas More College and joined AMMC in 2012.

CREDIT RISK RETENTION

The information appearing in this section is being provided by the Collateral Manager for the sole purpose of satisfying the "sponsor's" pre-sale disclosure obligations with respect to an "eligible horizontal residual interest" and an "eligible vertical interest" under the U.S. Risk Retention Rules. For purposes hereof, American Money Management Corporation is expected to be the "sponsor" under the U.S. Risk Retention Rules. See "*Risk Factors—Risk Factors Relating to the Notes—Legislative and regulatory actions in the United States may have a material and adverse effect on the Issuer, the Notes and/or the Collateral Manager*." Pursuant to the U.S. Risk Retention Rules, the "sponsor" is required to provide or cause to be provided to investors a reasonable period of time prior to the sale of any asset-backed securities in a securitization transaction and a reasonable time after the closing of the securitization transaction the disclosures regarding the eligible vertical interest and the eligible horizontal residual interest described in this section. Such disclosures regarding the eligible vertical interest must include a description of the form of the "eligible vertical interest," the percentage that the "sponsor" is required to retain, a description of the material terms of the vertical interest and the amount the "sponsor" expects to retain at the closing of the securitization transaction. Such disclosures regarding the eligible horizontal residual interest must include the material terms of the eligible horizontal interest, the fair value of such eligible horizontal interest and the key inputs, assumptions and methodologies, used in measuring the estimated fair value. In adopting the U.S. Risk Retention Rules, the relevant governmental authorities indicated that the purpose of these disclosures was to allow investors to adequately analyze the amount of the "sponsor's" economic interest ("skin in the game") in a given securitization transaction. As such, the information set forth in this section should not be relied upon or used for any other purpose, including, without limitation, as the basis for making an investment decision with respect to any of the Notes.

For important information about the U.S. Risk Retention Rules, see information under the headings "*Risk Factors—Risk Factors Relating to the Notes—Legislative and regulatory actions in the United States may have a material and adverse effect on the Issuer, the Notes and/or the Collateral Manager*," "*Risk Factors—The U.S. Risk Retention Rules may affect future actions of the Issuer and negatively impact the leveraged loan market*" and "*Risk Factors—U.S. Risk Retention*." None of the Placement Agent, the Trustee or the Collateral Administrator makes any representation, warranty, covenant or guarantee that the information described in this offering circular is now, or in the future will be, sufficient in all or any circumstances for purposes of complying with the U.S. Risk Retention Rules or for any other purpose, or that the ownership of the Retained Interest will satisfy the U.S. Risk Retention Rules and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements. The information contained in this Section is calculated and presented as of September 13, 2017, has not been updated and, except to the extent described under "*—Post Closing Reporting Requirements*" below, will not be updated.

Each Person receiving this Offering Circular is advised that certain information in this section contains forward-looking statements. There can be no assurance that forward-looking statements will materialize or that actual results will not differ materially from those presented in this section. See the disclaimer regarding "*Forward-Looking Statements*" appearing on page viii of this Offering Circular. No Person has undertaken or is under any obligation to update, revise, reaffirm or withdraw the information in this section.

Each Person receiving this Offering Circular is advised that none of RBC Capital Markets in each of its capacities (including, but not limited to, in its capacity as the Placement Agent and any other capacity in respect of the transactions contemplated by this Offering Circular and the other Transaction Documents), the Trustee or the Collateral Administrator (i) has participated in preparation of the disclosure in this section entitled "Credit Risk Retention," (ii) has independently verified any of the statements in this section entitled "Credit Risk Retention", (iii) is responsible for making any representation concerning (a) the accuracy or completeness of the disclosure in this section entitled "Credit Risk Retention," including the fair value determination, (b) the fair value of the Retained Interest that the Retention Holder expects to hold, (c) the fair value of any other Notes included in this section entitled "Credit Risk Retention" or (d) any inputs, assumptions, discount factors or other variables used to determine any such fair value, or (iv) assumes responsibility for or has any liability for the contents of the fair value disclosures or any of the information in this section entitled "Credit Risk Retention". Accordingly, none of the Issuer, the Co-Issuer, the Placement Agent, the Collateral Administrator, the Trustee or their respective affiliates has assumed

liability for such calculations of fair value and each of them expressly disclaims any liability to any investor therefor.

None of the Issuer, the Co-Issuer, the Placement Agent, the Collateral Administrator, the Trustee or their respective Affiliates makes any representation, warranty or guarantee that the information described above or in this offering circular is now, or in the future will be, sufficient in all or any circumstances for purposes of complying with the U.S. Risk Retention Rules or for any other purpose, or that such ownership of the Retained Interest will satisfy the U.S. Risk Retention Rules, and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements. The Collateral Manager does not have any contractual obligation to change the quantum or nature of its holding of the Retained Interest due to any future changes in the U.S. Risk Retention Rules or in the interpretation thereof. Each prospective investor in the Notes should consult with its own legal, accounting and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain. See "*Risk Factors – Relating to Regulatory and Other Legal Considerations – U.S. Risk Retention Rule May Negatively Impact the Issuer's Performance*."

Retained Interest and Credit Risk Retention Arrangements

The Retention Holders will act as holder of the Retained Interest for the purposes of the U.S. Risk Retention Rules. The U.S. Risk Retention Rules generally require the "sponsor" of a "securitization transaction" to retain (either directly or through a "majority-owned affiliate") not less than 5% of the "credit risk" of "securitized assets" (as such terms are defined in the U.S. Risk Retention Rules). The "sponsor" may retain an "eligible vertical interest" or an "eligible horizontal residual interest" (as such terms are defined in the U.S. Risk Retention Rules), or any combination thereof. If the sponsor retains both an eligible vertical interest and an eligible horizontal residual interest (sometimes referred to as an "L-shaped interest") as its required risk retention, the U.S. Risk Retention Rules require that the percentage of the fair value of the eligible horizontal residual interest and the percentage of the eligible vertical interest must equal at least five. The U.S. Risk Retention Rules prohibit the "sponsor" or the "majority-owned affiliate," as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" that it is required to retain until the expiration of the Risk Retention Period. It is expected that, the Retention Holders, which are majority-owned affiliates of the Collateral Manager, will purchase with existing capital the Retained Interest to be held by such Retention Holders and without direct financing; *provided, however*, that to the extent permitted by the U.S. Risk Retention Rules, the Retention Holders may incur financing directly or indirectly relating to the Retained Interest.

On the Closing Date, such majority-owned affiliates are expected to purchase Notes in an aggregate amount equal to at least 4.30% of the principal amount of each Class of Notes issued by the Issuer on the on the Closing Date (including the Subordinated Notes) and additional Subordinated Notes with a fair value equal to at least 0.84% of the fair value of all of the Notes on the Closing Date determined by the Collateral Manager in good faith using a fair value measurement framework under United States generally accepted accounting principles as in effect on the Closing Date ("**GAAP**") (as described under "*Fair Value of Retained Interest*"). In order to satisfy the minimum denomination requirements, such majority-owned affiliates will purchase in excess of 4.30% of the aggregate principal amount of the Class X Notes.

As used herein, the "**Retained Interest**" means an aggregate amount equal to a fixed percentage of the principal amount of each Class of Notes issued by the Issuer on the Closing Date and an additional portion of the principal amount of the Subordinated Notes issued by the Issuer on the Closing Date such that the sum of (x) such fixed percentage of the principal amount of each Class of Notes purchased by the Retention Holders on the Closing Date and (y) the percentage of the fair value of all Notes issued by the Issuer on the Closing Date represented by the additional Subordinated Notes held by the Retention Holders is not less than 5.0%. The Retained Interest is expected to constitute an "L-shaped interest" consisting of a combination of an "eligible vertical interest" and an "eligible horizontal residual interest" under the U.S. Risk Retention Rules (as in effect on the date hereof) (collectively, the "**Credit Risk Retention Arrangements**"). On the Closing Date, the Retention Holders will collectively purchase (a) U.S.$100,000.00 in aggregate principal amount of the Class X Notes, (b) U.S.$12,083,000.00 in aggregate principal amount of the Class A Notes, (c) U.S.$2,623,000.00 in aggregate principal amount of the Class B Notes, (d) U.S.$1,247,000.00 in aggregate principal amount of the Class C Notes,

(e) U.S.$1,075,000.00 in aggregate principal amount of the Class D Notes, (f) U.S.$774,000.00 in aggregate principal amount of the Class E Notes and (g) U.S.$6,105,000.00 in aggregate principal amount of the Subordinated Notes. As of the Closing Date, Great American Life Insurance Company ("**GALIC**") and Great American Insurance Company ("**GAIC**") will be the Retention Holders. Each of the Collateral Manager, GALIC and GAIC is a direct or indirect wholly-owned subsidiary of American Financial Group, Inc. Such majority-owned affiliates may acquire additional Secured Notes and/or Subordinated Notes on or after the Closing Date and, subject to the restrictions described herein, sell all or a portion of such Secured Notes and/or Subordinated Notes not constituting the Retained Interest.

Notwithstanding the foregoing, the Retention Holders will not be required to hold the Retained Interest or to fully comply with the U.S. Risk Retention Rules after the expiration of the Risk Retention Period. In addition, the Retention Holders will not be required to hold the Retained Interest if the Retention Holders and the Collateral Manager have received written advice of nationally recognized counsel experienced in such matters that any such transfer or sale of the Retained Interest will not cause the Collateral Manager to be in violation of the U.S. Risk Retention Rules.

Prospective investors should note the following in reviewing the contents of this section: (i) although the Collateral Manager believes in good faith that the Credit Risk Retention Arrangements will (together with other actions that the Collateral Manager intends to take) satisfy the U.S. Risk Retention Rules (as in effect on the date hereof) in all material respects, there can be no assurances that the Credit Risk Retention Arrangements (together with such other actions) will satisfy the U.S. Risk Retention Rules, (ii) neither the Collateral Manager nor the Retention Holders has any obligation to change the quantum or nature of its holdings of the Retained Interest due to any change in the U.S. Risk Retention Rules or in the interpretation thereof, (iii) failure of the Credit Risk Retention Arrangements (and such other actions) to satisfy the U.S. Risk Retention Rules could have materially adverse effects on the Collateral Manager, the Issuer and the investors in the Notes, and (iv) while the disclosure set forth in this section is required under the U.S. Risk Retention Rules, to the maximum extent permitted by applicable law, each of the Collateral Manager, the Retention Holders and their affiliates expressly disclaim any liability (except as expressly contemplated under the Collateral Management Agreement) to any investor for any failure of the Credit Risk Retention Arrangements to satisfy the requirements of the U.S. Risk Retention Rules or any other risk retention laws. See "*Risk Factors—General Economic Risk— Changes in the legislative and regulatory environment may affect the ability of the Co-Issuers to make payments on the Notes and result in enhanced scrutiny of the private investment fund industry*," "*Risk Factors—General Economic Risks— The U.S. Risk Retention Rules may affect future actions of the Issuer and negatively impact the leverage loan market*" and "*Risk Factors— Risk Factors Relating to the Notes—U.S. Risk Retention*."

Fair Value of the Retained Interest

The U.S. Risk Retention Rules require the "sponsor" that retains an eligible horizontal retained interest (either directly or through a "majority-owned affiliate") to disclose to potential investors, among other things, the material terms of the eligible horizontal retained interest, and the key inputs, assumptions and methodology used in measuring the estimated total fair value or range of fair values (the "**Fair Value Disclosure**").

THE INFORMATION IN THIS SECTION CONTAINS PROJECTIONS AND OTHER FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES BASED UPON KEY INPUTS, ASSUMPTIONS AND EXPECTATIONS DISCLOSED IN THIS SECTION. THE CALCULATIONS AND VALUATION INFORMATION PRESENTED IN THIS SECTION ARE BASED ON FINANCIAL, ECONOMIC, MARKET AND OTHER CONDITIONS USING ASSUMPTIONS AND EXPECTATIONS IN LIGHT OF INFORMATION AVAILABLE AS OF THE CALCULATION DATE OF THE FAIR VALUE. PROJECTIONS AND FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE IN NATURE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY OCCUR AFTER THE CALCULATION DATE OF THE FAIR VALUE. ANY SUCH PROJECTIONS, FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES, WHICH INCLUDE THE AMOUNT OF THE ESTIMATED FAIR VALUE OF THE NOTES AND THE RETAINED INTEREST, THE AMOUNT OF THE RETAINED INTEREST THAT THE RETENTION HOLDERS EXPECT TO RETAIN ON THE CLOSING DATE, THE ASSUMED INTEREST RATES AND DISCOUNT YIELDS ON THE NOTES, AND CERTAIN INFORMATION APPEARING IN THIS SECTION (INCLUDING THE CHARACTERISTICS OF THE ASSETS AS OF THE CALCULATION DATE OF

THE FAIR VALUE, ASSUMED DEFAULT RATES, ASSUMED RECOVERY RATES, ASSUMED PREPAYMENT RATES, THE ASSUMED ABILITY TO REINVEST, THE NATURE OF SUCH ASSUMED REINVESTMENTS AND DECISIONS THAT SUBORDINATED NOTEHOLDERS MAY MAKE REGARDING FUTURE OPTIONAL REDEMPTIONS), INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED, INTENDED, ASSUMED AND/OR DESCRIBED HEREIN. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, CHANGES IN POLITICAL AND ECONOMIC CONDITIONS, MARKET CONDITIONS, CHANGES IN INTEREST RATES, CURRENCY EXCHANGE RATE FLUCTUATIONS, MARKET, FINANCIAL OR LEGAL UNCERTAINTIES, DIFFERENCES IN THE ACTUAL ALLOCATION OF THE COLLATERAL OBLIGATIONS AMONG ASSET CATEGORIES FROM THOSE ASSUMED, THE TIMING AND PRICING OF ACQUISITIONS AND DISPOSITIONS AND THE AVAILABILITY OF THE COLLATERAL OBLIGATIONS, THE TIMING, FREQUENCY AND SEVERITY OF DEFAULTS ON THE COLLATERAL OBLIGATIONS AND RECOVERIES THEREON, MISMATCHES BETWEEN THE TIMING OF ACCRUAL AND RECEIPT OF INTEREST PROCEEDS AND PRINCIPAL PROCEEDS FROM THE COLLATERAL OBLIGATIONS (PARTICULARLY DURING THE REINVESTMENT PERIOD) THE POTENTIAL IMPACT OF ANY CURRENT, PENDING OR FUTURE APPLICABLE LAWS (INCLUDING THE DODD-FRANK ACT) AND/OR ACCOUNTING STANDARDS (INCLUDING ANY CHANGES TO OR IN THE INTERPRETATION OF SUCH APPLICABLE LAWS AND/OR ACCOUNTING STANDARDS) AND REGULATORY INITIATIVES IMPACTING BANKS, OTHER FINANCIAL INSTITUTIONS, ASSET MANAGERS, SECURITIZERS OF ASSETS AND PRIVATE FUNDS (INCLUDING HEIGHTENED CAPITAL REQUIREMENTS AND LIQUIDITY RESERVES, REGULATION OF SWAPS, SWAP DEALERS AND OTHER MARKET PARTICIPANTS AND RULES RELATED TO SECURITIZATIONS), CHANGES IN FISCAL OR MONETARY POLICIES AND FLUCTUATIONS, CHANGES IN MARKET PRACTICES, AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE CO-ISSUERS, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR, THE INITIAL PURCHASER, THE COLLATERAL MANAGER, THE RETENTION HOLDERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON. AS A RESULT OF THE FOREGOING, NO ASSURANCE CAN BE GIVEN THAT THE PROJECTIONS, FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES CONTAINED IN THIS SECTION WILL BE CORRECT. SEE "*RISK FACTORS—RELATING TO THE NOTES—ESTIMATED FAIR VALUES*" AND "*RISK FACTORS—RELATING TO THE NOTES—ESTIMATES OF FAIR VALUE OF THE NOTES INVOLVE A SIGNIFICANT DEGREE OF SUBJECTIVE JUDGMENT AND, AS A RESULT, ARE INHERENTLY UNCERTAIN*."

On the Closing Date, the Retention Holders will collectively purchase U.S.$4,354,900.00 in principal amount of the Subordinated Notes as the eligible horizontal retained interest portion of the Retained Interest, which have an expected fair value (determined as of September 13, 2017) of between $3,741,730.08 and $4,414,562.13 and to comprise between 0.84% and 0.96% of the aggregate fair value of the Notes issued on the Closing Date. Based on this determination, the percentage of the eligible vertical interest expected to be purchased on the Closing Date plus the percentage of the fair value of the Notes as described below will equal between 5.14% and 5.26%. The fair value of the securities is summarized below.

The Notes of each Class comprising the Retained Interest will have the same terms as all other Notes of the applicable Class as described herein. The material terms of the Notes constituting the Retained Interest are as described herein, including under "*Summary of Terms*" and "*Description of the Notes*". The Retained Interest will not have any terms separate or different from the terms of each applicable Class of Notes.

Fair Value Determination

As of September 13, 2017, the Collateral Manager expected the fair value of the Notes on the Closing Date to be in the ranges stated below:

		Fair Value (% of Principal Amount)		**Fair Value ($)**		
Class	**Principal Amount**	**Low**	**High**	**Low**		**High**
Class X	$2,000,000	99.86%	100.07%	$1,997,198.56	-	$2,001,402.72

Class A Notes	$281,000,000	99.67%	-	100.33%	$280,086,074.71	-	$281,917,271.15
Class B Notes	$61,000,000	98.68%	-	100.63%	$60,196,837.56	-	$61,382,147.05
Class C Notes	$29,000,000	98.04%	-	100.00%	$28,431,845.71	-	$29,000,000.00
Class D Notes	$25,000,000	97.71%	-	100.78%	$24,428,288.35	-	$25,194,073.52
Class E Notes	$18,000,000	96.69%	-	101.02%	$17,405,080.46	-	$18,183,581.42
Subordinated Notes	$40,700,000	85.92%	-	101.37%	$34,970,876.73	-	$41,257,219.81
Total	$456,700,000				$447,516,202.08	-	$458,935,695.67

The Collateral Manager determined the fair value of the Notes in accordance with the fair value assessment described in ASC 820 under GAAP. Under ASC 820, the fair value of the Notes generally would be the price that would be received by the seller in a sale of the Notes in an orderly transaction between unaffiliated market participants. Under ASC 820, buyers and sellers are both assumed to be knowledgeable and possess a reasonable understanding of the asset using all available information. Additionally, both the buyer and the seller are assumed to be able and willing to transact without an external force specifically compelling them to do so. Forced sales, forced liquidations and distressed sales are not considered to be "orderly transactions".

In measuring fair value, the use of observable and unobservable inputs and their significance in measuring fair value are reflected in the fair value hierarchy assessment, with observable inputs favored over non-observable inputs.

• Level 1 – inputs include quoted prices for identical instruments in active markets and are the most observable.

• Level 2 – inputs include quoted prices for similar instruments and observable inputs such as interest rates and yield curves.

• Level 3 – inputs include data not observable in the market and reflect management judgment about the assumptions market participants would use in pricing the instrument.

The fair value of the Secured Notes is categorized within Level 2 of the hierarchy, reflecting the use of inputs derived from prices for similar instruments. The fair value of the Subordinated Notes is categorized within Level 3 of the hierarchy as inputs in the fair value calculation are generally not observable and which reflect subjective determinations regarding inputs and assumptions market participants would use in pricing the Subordinated Notes in a hypothetical sale. Each Person receiving this Offering Circular should note that the fair value disclosures set forth herein were derived in part from, or based in part on, certain publicly available market data and/or information provided by third party sources, which in each case was assumed, without independent verification, to be accurate and complete in all respects.

Valuation Methodology

The fair value expected on the Closing Date for the Secured Notes was established by the Collateral Manager as of September 13, 2017 in good faith based on the value of recent pricing of similar new issue CLO transactions and the indicative levels at which the Collateral Manager expected the Notes to price. While such transactions are similar, they are not identical to the transaction contemplated herein. There may be material differences in the terms and conditions of such transactions which could cause the pricing to be different, including differences in the length of the reinvestment period or non-call period, concentration limits, coverage tests and collateral quality tests. The fair value as of the Closing Date for the Secured Notes will be established based on the actual prices of such Secured Notes.

To calculate the fair value of the Subordinated Notes, a discounted cash flow method was utilized, which derives an estimate of value based on the present value of the expected future cash flows of the Notes. The Collateral Obligations securing the Secured Notes will consist of a diverse portfolio of primarily below investment grade, first lien, senior secured corporate loans. Key modeling assumptions were derived in order to project future

cash flows to the Notes by evaluating certain characteristics of the Notes such as their structure and the composition of the Assets. A variety of assumptions was necessary to project the future performance of the Assets when valuing the Notes, including default rates, recovery rates, prepayment speeds and reinvestment parameters. In general, the Collateral Manager's valuation assumptions were informed by broker research reports, discussions with market participants and other research and analysis and information and analysis of the Collateral Manager. After deriving cash flow assumptions, projected future cash flows were generated using a third-party cash flow modeling engine which utilized a standard forward 3-month LIBOR curve. The projected cash flows of the Notes were then discounted at an appropriate discount rate range consistent with market required rates of return for similar securities and informed by market research, discussions with market participants and additional analysis.

The Collateral Manager is solely responsible for the determination of the fair value of the eligible horizontal retained interest constituting a portion of the Retained Interest and the aggregate fair value of the Notes (and the valuation methodology used by the Collateral Manager to calculate such fair value) and has used such amounts to calculate the fair value of the eligible horizontal retained interest constituting a portion of the Retained Interest as a percentage of the aggregate fair value of the Notes.

Key Inputs and Assumptions

In completing these calculations the Collateral Manager made the following assumptions as of September 13, 2017:

(i) *Characteristics of the Current and Expected Portfolio Obligations:* The Collateral Obligations expected to be owned by the Issuer as of the Closing Date (the "**Expected Portfolio Obligations**") (i) will have an aggregate outstanding principal balance of $360,000,000, (ii) a weighted average purchase price of 99.80% and (iii) will be comprised entirely of floating rate loans bearing interest at a weighted average spread equal to 3.50% (excluding floors) over LIBOR with a weighted average LIBOR floor of 0.80%. It is assumed that purchases of the initial portfolio of Collateral Obligations will be completed 60 days after the Closing Date and will have an aggregate outstanding principal balance of $450,000,000 comprised entirely of floating rate loans with the same characteristics described above for the Collateral Obligations owned as of the Closing Date

(ii) *Default rates:* Constant default rate ("**CDR**") is the annualized percentage of assets from the portfolio assumed to default. Based on market expectations and historical default rates in the U.S. leveraged loan market, the Collateral Manager assumed 2.0% CDR for the life of the transaction. Defaults on initial assets were assumed to occur at the beginning of the period and be delayed for 4 periods from the time of purchase. Defaults on reinvestment assets are assumed to occur at the beginning of the period and be delayed for 4 periods from the time of purchase.

(iii) *Recovery rates*: Recovery rates are defined as the percentage of principal recovered in the event of a default. Based upon the average historical recovery rates for loans, first-lien term loans, second-lien term loans and unsecured loans, as described in reports published by rating agencies, the Collateral Manager assumed an average recovery rate of 75.0% for such Loans. No recovery lag was assumed.

(iv) *Weighted Average Maturity:* The weighted average maturity of the initial portfolio of Collateral Obligations was assumed to be 4.65 years and the weighted average maturity of Collateral Obligations purchased subsequently was assumed to be as specified as set forth in clause (vi) below.

(v) *Prepayment rate:* The prepayment rate is the annual percentage of Collateral Obligations in the portfolio that prepay. Based on market expectations and historical prepayment rates in the U.S. leveraged loan market, a constant prepayment rate of 20.0% was assumed on the Loans with such prepayments occurring in the middle of the period.

(vi) *Reinvestment*: It was assumed that the Collateral Manager would continue to reinvest through the end of the Reinvestment Period and, subject to the limitations referred to in clause (vii) below, for the three year period following expiration of the Reinvestment Period, in each case, in Collateral Obligations similar to the Expected Portfolio Obligations on the Closing Date. Such Collateral Obligations were assumed to be comprised entirely of Senior Secured Loans accruing interest based on a floating rate. The weighted average purchase price for such Collateral Obligations was assumed to be 100.0%. It was also assumed

that such Collateral Obligations would have weighted average spreads over LIBOR (excluding floors) and weighted average maturities as set forth below for Collateral Obligations purchased in the specified quarterly period following the Closing Date:

Period	Spread	Maturity (in years)
1	3.45%	6.00
2	3.45%	6.00
3	3.45%	6.00
4	3.45%	6.00
5	3.45%	6.00
6	3.45%	6.00
7	3.45%	6.00
8	3.45%	6.00
9	3.45%	6.00
10	3.45%	6.00
11	3.45%	6.00
12	3.45%	6.00
13	3.45%	6.00
14	3.45%	6.00
15	3.45%	5.00
16	3.45%	5.00
17	3.45%	5.00
18	3.45%	5.00
19	3.45%	5.00
20	3.45%	5.00
21	3.45%	5.00
22	3.45%	5.00
23	3.45%	4.00
24	3.45%	4.00
25	3.45%	3.00
26	3.45%	3.00
27	3.45%	3.00
28	3.45%	3.00

It was assumed that such Collateral Obligations would have a weighted average LIBOR floor of 1.00%

(vii) *Reinvestment after the Reinvestment Period*: As described in clause (vi) above, it was assumed that the Collateral Manager would reinvest the declining percentage of prepayments specified below over the three-year period following the end of the Reinvestment Period as specified below in Collateral Obligations comprised entirely of Senior Secured Loans having the characteristics described in clause (vi) above and that the Reinvestment Period was not terminated prior to its scheduled expiration.

Period after end of Reinvestment Period	Percentage of prepayments reinvested
1	75.0%
2	75.0%
3	75.0%
4	75.0%
5	50.0%
6	50.0%
7	50.0%
8	50.0%
Thereafter	0.0%

(viii) *Optional redemption:* With respect to the Secured Notes and the Subordinated Notes, no optional redemption was assumed. It is assumed that no Event of Default occurs requiring the early redemption of the Notes.

(ix) *Forward Interest Rate*: The forward curve for 3-month LIBOR (as of September 8, 2017) was assumed, and it was assumed that LIBOR is never less than zero in any applicable period.

(x) *Discount rates:* The discount rate and yield ranges applied to the Notes were generally informed by market research, recent observed new issue transactions, discussions with active market participants and additional analysis. The discount rate and yield ranges applied to each class of Notes are described in the table below:

Class	**DM/Yield**[1]		
Class X Notes	80 bps	-	95 bps
Class A Notes	120 bps	-	130 bps
Class B Notes	160 bps	-	185 bps
Class C Notes	210 bps	-	235 bps
Class D Notes	300 bps	-	340 bps
Class E Notes	635 bps	-	700 bps
Subordinated Notes	12.0%	-	16.0%

[1] "DM" refers to discount rate over 3-month LIBOR (floored at zero). DMs are used for the classes with floating rate coupons and represent the discount margin on the floating rate expressed in basis points. "Yield" (expressed as a percent) is used for the classes with fixed rate coupons and the Subordinated Notes.

The range of yields applied to the Subordinated Notes was determined by the Collateral Manager based on similar transactions for which the Collateral Manager acts as "collateral manager" and under which similar notes have been issued both to Affiliates of the Collateral Manager and the unaffiliated investors.

(xi) *Terms of the Notes:* The Collateral Manager assumed that the terms of the Notes are in accordance with the terms of the Indenture and that any payments with respect to the Notes are made in accordance with the terms of the Indenture, including, but not limited to, the terms of the Priority of Payments. Without limiting the foregoing, the Collateral Manager has assumed that the Performance Collateral Manager Fees are paid as and to the extent described herein, including in accordance with the Priority of Payments.

(xii) *Additional Assumptions: :* The Collateral Manager assumed that (A) the Closing Date occurs on October 19, 2017 and that the first Payment Date occurs on February 2, 2018 and (B) on the first Payment Date, $500,000 on deposit in the Interest Reserve Account as of such Payment Date will be transferred to the Collection Account and applied as Interest Proceeds on such Payment Date in accordance with the Priority of Payments. The Collateral Manager also made additional customary assumptions on the expenses payable on the Closing Date, the timing of defaults and recoveries, returns for temporary investment of principal and interest proceeds pending reinvestment and the level of on-going Administrative Expenses.

The Collateral Manager believes that the inputs and assumptions described above include the inputs and assumptions that could have a material impact on the fair value calculation or a prospective Noteholder's ability to evaluate the fair value calculation. The fair value of the Notes was calculated based on the assumptions described above. Prospective investors should be certain they understand these assumptions when considering the fair value calculation.

To the maximum extent permitted by applicable law, none of the Collateral Manager, the Retention Holders nor an of their affiliates has assumed liability, except as expressly contemplated under the Collateral Management Agreement, for such calculations of fair value and each of them expressly disclaims any liability to any investor therefor.

Post-Closing Reporting Requirements

The first monthly report after the Closing Date will include a report prepared by the Collateral Manager that will include the following information: (i) the fair value (expressed as a percentage of the fair value of all Notes and

a dollar amount) of the Subordinated Notes retained by the Retention Holders on the Closing Date (based on actual sale prices and Class sizes to the extent that Notes were sold); (ii) the fair value (expressed as a percentage of the fair value of all Notes and a dollar amount) of the Subordinated Notes that the Retention Holders were required to retain pursuant to the U.S. Risk Retention Rules (based on actual sale prices and Class sizes to the extent that Notes were sold); (iii) to the extent that the key inputs, limiting factors, assumptions, conditions or other qualifications used to calculate the fair value of the eligible horizontal residual interest portion of the Retained Interest on the Closing Date are different in a material respect from those used prior to the Closing Date, a description of such changes in key inputs, limiting factors, assumptions, conditions or other qualifications used in calculating the range of fair values disclosed above; and (iv) the amount of the eligible vertical interest retained by the Retention Holders on the Closing Date, if the amount is materially different from the amount disclosed above.

THE COLLATERAL MANAGEMENT AGREEMENT

General

The Collateral Manager will perform certain investment management functions, including supervising and directing the investment and reinvestment of Assets, and perform certain advisory and administrative functions on behalf of the Issuer in accordance with the applicable provisions of the Collateral Management Agreement, the Collateral Administration Agreement and the Indenture. Under the Collateral Management Agreement, the Collateral Manager agrees, and will be authorized, among other things, in accordance with the Collateral Management Agreement and the applicable provisions of the Indenture, to (i) select the Collateral Obligations and Eligible Investments to be acquired or sold, terminated or otherwise disposed of by the Issuer, (ii) invest and reinvest the Assets and facilitate the acquisition and settlement of Collateral Obligations by the Issuer, in each case in accordance with the Indenture and the Collateral Management Agreement, (iii) instruct the Trustee with respect to any disposition or tender of a Collateral Obligation, Equity Security, Eligible Investment or other Assets by the Issuer and (iv) perform all other tasks and take all other actions that either the Indenture, the Collateral Administration Agreement, the Subordinated Note Issuing and Paying Agency Agreement or the Collateral Management Agreement specify are to be taken by the Collateral Manager. None of the Placement Agent or any of its Affiliates will select any of the Collateral Obligations (see "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates*").

When purchasing or entering into Collateral Obligations on behalf of the Issuer, the Collateral Manager shall comply with requirements in the Collateral Management Agreement intended to prevent the Issuer from being engaged in a U.S. trade or business for U.S. federal income tax purposes (such requirements, the "**Investment Guidelines**") and with the Investment Criteria; *provided* that the Collateral Manager shall not be permitted to comply with the Investment Guidelines to the extent that the Collateral Manager has actual knowledge that, due to a change in law, complying with the Investment Guidelines would result in the Issuer being engaged in a U.S. trade or business. The Collateral Manager may deviate from the Investment Guidelines only to the extent that it has received an opinion or advice of Keating Muething & Klekamp PLL, Allen & Overy LLP or an opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, that, taking into account the relevant facts and circumstances and the Issuer's other activities, the Issuer's acquisition, entry into, ownership, enforcement or disposition of the obligations or securities will not cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise subject the Issuer to U.S. federal tax on a net income basis.

Pursuant to the Indenture, not later than the date fixed by the Collateral Manager on behalf of the Issuer for the delivery of a Collateral Obligation purchased in accordance with the requirements described under "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria—Investment Criteria*," the Collateral Manager is required to deliver to the Trustee and the Collateral Administrator an officer's certificate of the Collateral Manager certifying that such purchase complies with such requirements.

Liability of the Collateral Manager

The Collateral Manager will perform its duties and functions under the Collateral Management Agreement with reasonable care and in good faith using a degree of skill and attention no less than that which the Collateral Manager exercises with respect to comparable assets that it manages for others with similar objectives and policies, and carry out its obligations hereunder in a manner consistent with the practices and procedures followed by prudent institutional managers of national standing relating to assets of the nature and character of the Assets; *provided* that the Collateral Manager and its Affiliates and their respective members, managers, directors, officers, stockholders, employees and agents will not be liable to the Co-Issuers, the Trustee, the Subordinated Note Issuing and Paying Agent or any Secured Party or the holders of the Notes or any other Persons for any Losses (as defined below) incurred, or for any decrease in the value of the Assets or the Notes, as a result of the actions taken or recommended, or for any omissions, by the Collateral Manager or its Affiliates or their respective members, managers, directors, officers, stockholders, employees or agents under the Collateral Management Agreement, except by reason of acts or omissions constituting bad faith, fraud, willful misconduct or gross negligence in the performance of its

obligations under the Collateral Management Agreement and under the applicable terms of the Collateral Administration Agreement, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement. Notwithstanding anything in the Collateral Management Agreement, the Indenture or the Subordinated Note Issuing and Paying Agency Agreement to the contrary, any obligation of the Collateral Manager to apply commercially reasonable efforts in purchasing and disposing of Collateral Obligations and Eligible Investments and the performance of its other duties under the Collateral Management Agreement will permit the Collateral Manager to take into account its investment decision-making process and any other considerations it reasonably deems appropriate, including market conditions and trends and general economic conditions. The Collateral Manager and its Affiliates and their respective members, managers, directors, officers, stockholders, employees and agents will be entitled to indemnification by the Issuer under certain circumstances (as described more fully below) in accordance with the Priority of Payments.

The Issuer will indemnify and hold harmless the Collateral Manager and its Affiliates and their respective members, managers, directors, officers, stockholders, employees and agents (collectively, the "**Collateral Manager Parties**") from and against any and all expenses, losses, damages, liabilities, demands, charges or claims of any nature whatsoever (including reasonable attorneys' fees and expenses) (collectively, "**Losses**"), as incurred, in respect of or arising from (i) the issuance of the Notes, (ii) the transactions described in this Offering Circular, the Indenture, the Subordinated Note Issuing and Paying Agency Agreement or the Collateral Management Agreement, (iii) any action or failure to act by any Collateral Manager Party which has not been determined in a final judicial proceeding to constitute bad faith, fraud, willful misconduct or gross negligence of the Collateral Manager's duties under the Collateral Management Agreement, the Collateral Administration Agreement, the Indenture or the Subordinated Note Issuing and Paying Agency Agreement or (iv) in respect of any untrue statement or alleged untrue statement of a material fact contained in this Offering Circular, or any omission or alleged omission to state a material fact necessary to make the statements in this Offering Circular, in light of the circumstances under which they were made, not misleading; *provided* that, with respect to the foregoing indemnity provided with respect to this Offering Circular, the Issuer will not be liable for any Losses that arise out of or are based upon any untrue statement or alleged untrue statement or omission or alleged omission of a material fact in this Offering Circular based upon information contained under the headings "*Risk Factors—Relating to the Notes—U.S. Risk Retention*", "*Risk Factors—Relating to the Notes—Estimated Fair Values*", "*Risk Factors—Relating to the Notes—Estimates of fair value of the Notes involve a significant degree of subjective judgment and, as a result, are inherently uncertain*", "*Risk Factors—Relating to the Collateral Manager*" and the subheadings thereunder, "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*", "*Risk Factors—Relating to Certain Conflicts of Interest—AMMC CLO IX Asset Purchases*", "*The Collateral Manager*" and "*Credit Risk Retention*" and in Part 2A of the Collateral Manager's Form ADV (as filed with the SEC and as amended from time to time). The obligations of the Issuer to indemnify any Collateral Manager Party for any Losses will be payable on the next Payment Date and on each Payment Date thereafter until paid in full solely out of the Assets to the extent that funds are available therefor in accordance with the Priority of Payments.

The Collateral Manager will indemnify and hold harmless the Issuer and its Affiliates and their respective members, managers, directors, officers, stockholders, employees and agents from and against any and all Losses, as incurred, in respect of or arising from (i) acts or omissions constituting bad faith, fraud, willful misconduct or gross negligence in the performance by the Collateral Manager of its obligations under the Collateral Management Agreement and under the applicable terms of the Collateral Administration Agreement, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement or (ii) any untrue statement or an alleged untrue statement of a material fact contained under or any omission or alleged omission to state a material fact necessary to make the statements under the headings "*Risk Factors—Relating to the Notes—U.S. Risk Retention", "Risk Factors—Relating to the Notes—Estimated Fair Values*", "*Risk Factors—Relating to the Notes—Estimates of fair value of the Notes involve a significant degree of subjective judgment and, as a result, are inherently uncertain*", "*Risk Factors—Relating to the Collateral Manager*" and the sub-headings thereunder, "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*", "*Risk Factors—Relating to Certain Conflicts of Interest—AMMC CLO IX Asset Purchases*", "*The Collateral Manager*" and "*Credit Risk Retention*" in this Offering Circular and the information in Part 2A of the Collateral Manager's Form ADV (as filed with the SEC and as amended from time to time) in light of the circumstances under which they were made, not misleading.

Assignment

The Collateral Manager may not assign its rights or responsibilities under the Collateral Management Agreement without (a) satisfying the Global Rating Agency Condition, (b) the written consent of a Majority of the Controlling Class and (c) the written consent of a Majority of the Subordinated Notes. Notwithstanding the foregoing, the Collateral Manager will be permitted to assign any or all of its rights and delegate any or all of its obligations under the Collateral Management Agreement without obtaining such confirmation or consent either (1) to an Affiliate registered as an investment adviser under the Investment Advisers Act or (2) to an Affiliate if such Affiliate (i) has demonstrated an ability to perform professionally and competently duties similar to those imposed upon the Collateral Manager under the Collateral Management Agreement, the Collateral Administration Agreement, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement, (ii) is legally qualified and has the capacity to act as Collateral Manager under the Collateral Management Agreement and (iii) performs its obligations under the Collateral Management Agreement using substantially the same team of individuals which would have performed such obligations had the assignment not occurred (subject to the right of the Collateral Manager to remove, replace or substitute any such individuals in the ordinary course of its business); *provided* that such assignment does not cause the Issuer to be subject to net income tax outside the Issuer's jurisdiction of incorporation; *provided*, *further*, that (A) any assignment by the Collateral Manager of its rights and responsibilities under the Collateral Management Agreement will require the written consent of each of the Issuer, a Majority of the Controlling Class and a Majority of the Subordinated Notes if it would constitute an "assignment" for purposes of Section 205(a)(2) of the Investment Advisers Act unless (x) such assignment is to an Affiliate which has not become an Affiliate because of the occurrence of a Specified Change in Control Event and (y) regardless of whether clause (2) above applies, such Affiliate meets the standards provided in clauses (ii) and (iii) of clause (2) above; (B) the assignment by the Collateral Manager pursuant to clause (2) above of substantially all of its rights or the delegation of substantially all of its obligations under the Collateral Management Agreement to any Affiliate will require satisfaction of the Global Rating Agency Condition (but not a confirmation from any other Rating Agency) and (C) the Collateral Manager may only assign its rights and responsibilities under the Collateral Management Agreement if the locations and actions of the assignee do not, solely as a result of the locations or actions of such Person, cause the Issuer to be subject to tax in a jurisdiction other than the Issuer's jurisdiction of organization. As used above, a "**Specified Change in Control Event**" shall have occurred if either: (1) American Financial or one or more of its wholly-owned subsidiaries shall fail to own, directly or indirectly (free and clear of all liens, claims and other encumbrances), more than 50% in the aggregate of the issued and outstanding shares of common stock issued by the Collateral Manager or (2) any Person or group (together with its Affiliates) becomes the beneficial owner of more than 35% of the capital stock of American Financial entitled to vote for the election of directors or any Person (not owned by the shareholders of American Financial) acquires all or substantially all of the assets of American Financial or American Financial is merged with or into any other Person (not owned by the shareholders of American Financial) and American Financial is not the surviving entity of such merger.

In addition, the Collateral Manager, may, without the prior consent of the Issuer or any Noteholder, employ or contract with third parties (including its Affiliates) to render advice (including investment advice) and assistance, including the performance of any of its duties under the Collateral Management Agreement; *provided* that (i) the Collateral Manager will not be relieved of any of its duties under the Collateral Management Agreement as a result of employing or contracting with third parties and shall remain primarily liable for the acts or omissions of such third parties in accordance with the terms of the Collateral Management Agreement and (ii) the locations and actions of such third parties do not, solely as a result of the locations or actions of such third parties, cause the Issuer to be subject to tax.

Removal, Resignation and Replacement of the Collateral Manager; Termination of the Collateral Management Agreement

The Collateral Manager may be removed by the Issuer or the Trustee for "cause" upon 30 days' prior written notice, at the direction of the holders of (i) a Majority of the Controlling Class or (ii) a Majority of the Subordinated Notes; *provided* that termination pursuant to clause (c) below will be automatic with no notice required from the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent or any other Person. Notice of such removal for cause will be delivered by or on behalf of the Issuer to the holders of each Class of Notes, the Trustee and each Rating Agency.

For purposes of the Collateral Management Agreement, "cause" will mean the occurrence of any one of the following events: (a) willful violation or breach by the Collateral Manager of any material provision of the Collateral Management Agreement, the Indenture or the Subordinated Note Issuing and Paying Agency Agreement applicable to the Collateral Manager (including, but not limited to, any breach of a material representation, warranty or certification of the Collateral Manager thereunder); (b) any violation or breach by the Collateral Manager of any provision of the Collateral Management Agreement, the Indenture or the Subordinated Note Issuing and Paying Agency Agreement applicable to it (other than as covered by the preceding clause (a) and it being understood that the failure to satisfy or comply with any Coverage Test, Investment Criteria or Collateral Quality Test, other than a willful violation or breach of the Investment Criteria at the time of acquisition of any Collateral Obligation, is not such a violation or breach) which violation or breach (1) has a material adverse effect on the holders of any Notes and (2) if capable of being cured, is not cured within 30 days of the Collateral Manager becoming aware of, or receiving notice from the Issuer, the Trustee or the Subordinated Note Issuing and Paying Agent of, such violation or breach, or, if such violation or breach is not capable of being cured within 30 days but is capable of being cured in a longer period, the Collateral Manager fails to cure such violation or breach within the period in which a reasonably prudent person could cure such violation or breach, but in no event greater than 45 days; (c) certain events of bankruptcy or insolvency in respect of the Collateral Manager or American Financial specified in the Collateral Management Agreement; (d) the occurrence of any act constituting fraud or criminal negligence in respect of investment activity by the Collateral Manager or any officer of the Collateral Manager who has direct responsibility for the investment activities of the Issuer; or (e) the occurrence of any event specified in clause (a) or (b) of the definition of "Event of Default" which default is primarily the result of any act or omission of the Collateral Manager resulting from a breach by the Collateral Manager of its duties under the Collateral Management Agreement, the Collateral Administration Agreement or the Indenture (but not as a result of any default of any Collateral Obligation). The Collateral Management Agreement will also be automatically terminated if (i) the Administrator, in consultation with the board of directors of the Issuer, determines in good faith that the Issuer or the Co-Issuer or any portion of the pool of Assets has become required to register as an investment company under the provisions of the Investment Company Act, and the Administrator notifies the Collateral Manager thereof and (ii) in the opinion of Keating Muething & Klekamp PLL, Allen & Overy LLP or an opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, the existence of the Collateral Management Agreement or the appointment of the Collateral Manager, or performance of its obligations, under the Collateral Management Agreement causes the Issuer to be engaged in the conduct of a trade or business in the United States for U.S. federal income tax purposes or otherwise causes material adverse tax consequences to the Issuer. The Collateral Manager may resign at any time by providing 90 days' prior written notice to the Issuer, the Trustee, each Rating Agency and the Subordinated Note Issuing and Paying Agent.

Collateral Manager Notes will be disregarded and have no voting rights with respect to any vote in respect of any of the following: (i) the removal of the Collateral Manager for "cause" pursuant to the Collateral Management Agreement and any related termination of the Collateral Management Agreement; (ii) the appointment or approval of a successor Collateral Manager if the Collateral Manager is being removed for "cause" pursuant to the Collateral Management Agreement; and (iii) the waiver of any event constituting "cause" pursuant to the Collateral Management Agreement as a basis for termination of the Collateral Management Agreement and removal of the Collateral Manager; and in each such case, such Notes will be deemed not to be outstanding in connection with any such vote, except that only Notes that a trust officer of the Trustee actually knows to be Collateral Manager Notes shall be so disregarded.

Upon any resignation or removal of the Collateral Manager pursuant to the Collateral Management Agreement while any of the Secured Notes are outstanding, a Majority of the Subordinated Notes may appoint an institution as successor Collateral Manager which is not an Affiliate of the Collateral Manager so long as such institution (i) has demonstrated an ability to perform professionally and competently duties similar to those imposed upon the Collateral Manager, (ii) is legally qualified and has the capacity to act as Collateral Manager and assume all of the responsibilities, duties and obligations of the Collateral Manager under the Collateral Management Agreement and any direction letter or similar agreement among the Trustee, the Collateral Manager and one or more holders of the Notes to the extent required by the terms of such direction letter or agreement and under the applicable terms of the Collateral Administration Agreement, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement, (iii) by its appointment will not cause the Issuer, the Co-Issuer or any portion of the pool of Assets to become required to register as an investment company under the provisions of the Investment Company Act, (iv) has accepted its appointment in writing, (v) is not a holder of or an Affiliate of any holder of the Subordinated

Notes, (vi) with respect to such institution, evidence of the satisfaction of the Global Rating Agency Condition has been delivered to each of the Issuer, the Trustee and the Subordinated Note Issuing and Paying Agent and (vii) does not cause the Issuer to be subject to net income tax outside the Issuer's jurisdiction of incorporation; *provided* that, in connection with such appointment the Majority of the Subordinated Notes shall provide prompt notice of such successor Collateral Manager to the Collateral Manager, the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent and each Rating Agency. Notwithstanding the foregoing, no successor Collateral Manager may assume the duties of the Collateral Manager if a Majority of the Controlling Class vote to reject such proposed successor within 30 days of receipt of notice of such appointment. If the Collateral Manager is removed for cause pursuant to the Collateral Management Agreement, during the Collateral Manager Replacement Period, the Issuer or the Collateral Manager on behalf of the Issuer may not sell any Collateral Obligations, purchase any additional Collateral Obligations or otherwise reinvest any proceeds in additional Collateral Obligations all as otherwise permitted pursuant to the Indenture and the obligations of the Collateral Manager under the Collateral Management Agreement shall be curtailed accordingly; *provided* that no Collateral Manager Replacement Period shall restrict any purchase or sale of a Collateral Obligation entered into by the Issuer at a time when a Collateral Manager Replacement Period is not in effect, regardless of whether such purchase or sale has settled. In the event that the Collateral Manager shall have resigned or been terminated pursuant to notice as described herein and a Majority of the Subordinated Notes have not directed the Issuer to appoint a successor prior to the day following the termination date specified in such notice of termination delivered pursuant to the Collateral Management Agreement, the Collateral Manager will be entitled to appoint a successor within 60 days thereafter which (i) is not an Affiliate of AMMC or any entity of which Persons responsible for management are the same as those Persons responsible for management at AMMC and (ii) meets the requirements set forth in clauses (i) through (v) and (vii) listed above and as to which a Majority of the Controlling Class has not voted to reject such proposed successor as specified above; provided that such appointment will require satisfaction of the Global Rating Agency Condition. In the event such a proposed successor Collateral Manager is disapproved by a Majority of the Controlling Class within 30 days of receipt of notice of such appointment or no successor Collateral Manager is proposed and accepted within 90 days of such specified termination date, a Majority of either the Controlling Class or the Subordinated Notes or, subject to the following sentence, the resigning or removed Collateral Manager, may petition any court of competent jurisdiction for the appointment of a successor Collateral Manager, which appointment will not require the consent of, nor be subject to the disapproval of, the Issuer or any Holder of the Notes or satisfaction of the Global Rating Agency Condition or any other condition. Notwithstanding the foregoing sentence, if the removed Collateral Manager was removed for cause, then the removed Collateral Manager may petition any court of competent jurisdiction for the appointment of a successor only if a Majority of either the Controlling Class or the Subordinated Notes has not petitioned such a court to appoint a successor within 30 days of gaining the ability to do so. Upon expiration of the applicable notice period with respect to termination specified in the Collateral Management Agreement, and upon the acceptance by a successor Collateral Manager of such appointment, all authority and power of the Collateral Manager under the Collateral Management Agreement, the Indenture and the Subordinated Note Issuing and Paying Agency Agreement, whether with respect to the Assets or otherwise, will automatically and without further action by any Person pass to and be vested in the successor Collateral Manager upon the appointment thereof.

No termination, removal of or resignation by the Collateral Manager will be effective until the date on which a successor Collateral Manager (appointed pursuant to the Collateral Management Agreement) has (i) assumed in writing all of the Collateral Manager's duties and obligations pursuant to the Collateral Management Agreement and any direction letter or similar agreement among the Trustee, the Collateral Manager and one or more holders of the Notes to the extent required by the terms of such direction letter or agreement or (ii) been appointed by a court of competent jurisdiction in the manner described above.

For so long as any Class of Notes is listed on the Irish Stock Exchange, the Issuer will cause a copy of any amendment or modification to the Collateral Management Agreement to be sent to the Irish Stock Exchange.

Conflicts of Interest

It is understood that the Collateral Manager and any of its Affiliates may engage in any other business and furnish investment management and advisory services to others, including persons which may have investment policies different from or similar to those of the Collateral Manager with respect to the Assets and which may own securities or obligations of the same class, or which are of the same type, as the Collateral Obligations, the Equity

Securities or the Eligible Investments or other securities or obligations of the issuers of the Collateral Obligations, Equity Securities or the Eligible Investments. The Collateral Manager will, subject to the standard of care required by the Collateral Management Agreement, be free, in its sole discretion, to make recommendations to others, or effect transactions on behalf of itself or for others, which may be the same as or different from those effected with respect to the Assets. The Collateral Manager (on its own behalf and on behalf of other managed accounts) and its Affiliates (i) may invest in securities and loans that would be appropriate to purchase under the Indenture and (ii) may purchase or sell securities and loans for or on behalf of itself, its Affiliates and its managed accounts without purchasing or selling such securities or loan for the Issuer and may purchase or sell securities and loans for the Issuer without purchasing or selling such securities or loans for itself, its Affiliates or its managed accounts, subject to any restrictions applicable to registered advisers specified in the Investment Advisers Act of 1940, as amended. Nothing in the Indenture and the Collateral Management Agreement shall prevent the Collateral Manager or any of its Affiliates, acting either as principal or agent on behalf of others, from buying or selling, or from recommending to or directing any other account to buy or sell, at any time, securities or obligations of the same kind or class, or securities or obligations of a different kind or class of the same issuer, as those directed by the Collateral Manager to be purchased or sold on behalf of the Issuer. One or more Affiliates of the Collateral Manager is expected to purchase a portion of the Subordinated Notes on the Closing Date and such Affiliates and other Affiliates, clients and accounts advised by the Collateral Manager may acquire other Notes in the future. It is understood that, to the extent permitted by applicable law, the Collateral Manager, its Affiliates or their respective directors, officers, members, managers or employees or any member of their families or a Person advised by the Collateral Manager may have an interest in a particular transaction or in securities or obligations of the same kind or class, or securities or obligations of a different kind or class of the same issuer, as those whose purchase or sale the Collateral Manager may direct pursuant to the Collateral Management Agreement. In the event that, in light of market conditions and investment objectives, the Collateral Manager determines that it would be advisable to purchase the same item of Collateral Obligation both for the Issuer, and either the proprietary account of the Collateral Manager or any Affiliate of the Collateral Manager or another client of the Collateral Manager, the Collateral Manager will employ allocation procedures as more fully set forth in the Collateral Management Agreement.

Nothing in the Collateral Management Agreement precludes the Collateral Manager or its Affiliates from acting as principal, agent or fiduciary for other clients in connection with securities simultaneously held by the Issuer or of the type eligible for investment by the Issuer or limiting any relationships the Collateral Manager or any of its Affiliates may have with any obligor of any item of Collateral Obligation. The Collateral Management Agreement requires that all such purchases from or sales to an Affiliate of the Collateral Manager or the Collateral Manager's clients (including the Issuer) be made in compliance with the provisions of the Investment Advisers Act. See "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*." Should a conflict of interest actually arise, the Collateral Manager will endeavor to resolve it in a manner which it deems to be fair and equitable to the extent possible under the prevailing facts and circumstances. The provisions of the Collateral Management Agreement do not override the Collateral Manager's fiduciary and other duties under the Investment Advisers Act.

The Indenture and the Collateral Management Agreement place significant restrictions on the Collateral Manager's ability to buy and sell Assets on behalf of the Issuer. Accordingly, during certain periods or in certain specified circumstances, the Collateral Manager may be unable to buy or sell securities or to take other actions which it might consider in the best interests of the Issuer and the holders of Notes as a result of the restrictions set forth in the Indenture and the Collateral Management Agreement. Unless the Collateral Manager determines in its sole discretion that such purchase or sale may be appropriate, the Collateral Manager may refrain from directing the purchase or sale of securities or obligations of (i) the Collateral Manager, its Affiliates or their respective directors, officers, stockholders, employees or agents, (ii) Persons for which the Collateral Manager or any of its Affiliates acts as financial adviser or underwriter or (iii) Persons about which the Collateral Manager or any of its Affiliates has information which the Collateral Manager deems confidential or non-public or otherwise might prohibit it from trading such securities or obligations in accordance with applicable law. The Collateral Manager shall not be obligated to exploit any particular investment opportunity that may arise with respect to the Assets.

Compensation of the Collateral Manager

As compensation for the performance of its obligations as Collateral Manager, the Collateral Manager will be entitled to receive a fee, which will accrue quarterly in arrears on each Payment Date (prorated for the related

Interest Accrual Period), in an amount equal to the sum of (i) 0.15% *per annum* (calculated on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date (the "**Senior Collateral Management Fee**"); *provided* that the Senior Collateral Management Fee payable on any Payment Date shall not include any such fee (or any portion thereof) the payment of which has been irrevocably waived by the Collateral Manager pursuant to the Collateral Management Agreement, (ii) 0.15% *per annum* (calculated, in each case, on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date (the "**Subordinated Collateral Management Fee**"); *provided* that the Subordinated Collateral Management Fee payable on any Payment Date shall not include any such fee (or any portion thereof) the payment of which has been irrevocably waived by the Collateral Manager pursuant to the Collateral Management Agreement and (iii) an amount equal to, as applicable on such Payment Date, (x) the sum of 20% of any remaining Interest Proceeds distributable pursuant to clause (X) of the Priority of Payments as described in "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" 20% of any remaining Principal Proceeds distributable pursuant to clause (T) of the Priority of Payments as described in "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" or (y) 20% of any remaining Interest Proceeds and Principal Proceeds distributable pursuant to clause (T) of the Special Priority of Payments as described in "*Description of the Notes—Priority of Payments*" (such payments described in clause (iii), collectively, the "**Incentive Collateral Management Fee**"); *provided* that the Incentive Collateral Management Fee payable on any Payment Date shall not include any such fee (or any portion thereof) the payment of which has been irrevocably waived by the Collateral Manager pursuant to the Collateral Management Agreement. Subject to the satisfaction of certain conditions, including satisfaction of the Annual Performance Test or the Cumulative Performance Test, as described under "*Summary of Terms—Priority of Payments*", on each Payment Date occurring in November, commencing in November 2018 and ending in November 2022 (collectively, each such Payment Date, the "**Performance Collateral Management Fee Payment Date**"), the Collateral Manager will be entitled to receive a fee which will be determined by (a) calculating the amount of 0.05% per annum of the Fee Basis Amount for each of the Payment Dates which occurred subsequent to the immediately preceding Performance Collateral Management Fee Payment Date (or, in the case of the first Performance Collateral Management Fee Payment Date, each of the Payment Dates which occurred subsequent to the Closing Date) and 0.05% per annum of the Fee Basis Amount for such Performance Collateral Management Fee Payment Date, and (b) summing the amounts obtained in clause (a) (the "**Performance Collateral Management Fee**" and, together with the Senior Collateral Management Fee, the Subordinated Collateral Management Fee and the Incentive Collateral Management Fee, the "**Management Fee**"); *provided* that the Performance Collateral Management Fee payable on any Performance Collateral Management Fee Payment Date shall not include any such fee (or any portion thereof) the payment of which has been irrevocably waived by the Collateral Manager pursuant to the Collateral Management Agreement. No waiver of Management Fee by the Collateral Manager shall affect the amount of any Senior Collateral Management Fee or Subordinated Collateral Management Fee that would be payable to any successor Collateral Manager. For the avoidance of doubt, any unpaid Deferred Performance Collateral Management Fee shall be paid pursuant to the Priority of Payments on each Payment Date or Redemption Date, as applicable, regardless of whether such Payment Date or Redemption Date is otherwise a Performance Collateral Management Fee Payment Date.

The Management Fee is payable on each Payment Date only to the extent that sufficient Interest Proceeds or Principal Proceeds are available. If on any Payment Date there are insufficient funds to pay any Management Fee then due in full, the amount not so paid will be deferred without interest and will be payable on the first succeeding Payment Date on which any funds are available therefore in accordance with the Priority of Payments; *provided* that, for the avoidance of doubt, any deferred Management Fee will not accrue interest.

The Issuer will reimburse the Collateral Manager for expenses including fees and out-of-pocket expenses reasonably incurred by the Collateral Manager in connection with the services provided under the Collateral Management Agreement with respect to (a) legal advisers, consultants, rating agencies, accountants, brokers, any party engaged in connection with Rule 17g-5 and other professionals (other than third parties appointed by the Collateral Manager to perform its duties under the Collateral Management Agreement) 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 Obligations, (c) all taxes and governmental charges (not based on the income of the Collateral Manager), insurance premiums or expenses, (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 (including without

limitation any restructuring or work-outs) thereof, including attorneys' fees and disbursements and (e) other Administrative Expenses and as otherwise agreed upon by the parties. Where such fees and expenses have been incurred by the Collateral Manager on behalf of multiple clients, funds or accounts for which the Collateral Manager serves as investment adviser, the Collateral Manager will only seek to be reimbursed for the *pro rata* portion thereof attributable to the services provided under the Collateral Management Agreement, as determined by the Collateral Manager in a reasonable and equitable manner. The fees and expenses payable to the Collateral Manager on any Payment Date (excluding all Management Fees) shall constitute Administrative Expenses that are payable only as described under "*Description of the Notes—Priority of Payments*."

On the Closing Date, the Collateral Manager will be reimbursed by the Issuer for certain of its expenses incurred in connection with the acquisition of the initial Collateral Obligations and the issuance of the Notes (including, without limitation, legal fees and expenses).

Amendment

The Collateral Management Agreement may not be modified or amended other than by an agreement in writing by the parties thereto, subject to and in accordance with the terms of the Indenture, and upon the satisfaction of the Global Rating Agency Condition.

THE CO-ISSUERS

General

AMMC CLO 21, Limited (the "**Issuer**") is an exempted company incorporated with limited liability under the laws of the Cayman Islands and is a special purpose entity established for the sole purpose of acquiring the Collateral Obligations, issuing the Notes and engaging in certain related transactions. The Issuer was incorporated on June 29, 2017 in the Cayman Islands with registered number MC-324298 and has an indefinite existence. The Issuer's registered office is at P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands, telephone no. +1 345 945 7099, and the business address of each of the directors of the Issuer is at the offices of MaplesFS Limited, P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands, Attention: The Directors, telephone no. +1 345 945 7099, facsimile no. +1 345 945 7100. The directors of the Issuer are Karen Perkins and Christopher Watler. The directors of the Issuer serve as directors of and provide services to other special purpose entities that issue collateralized obligations and perform other duties for the Administrator. The Issuer has no prior operating history other than in connection with pre-closing warehouse arrangements to facilitate the acquisition of Collateral Obligations in contemplation of the transactions described herein. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Date warehouse arrangements; the Issuer will purchase Collateral Obligations before and on the Closing Date*." The Issuer does not publish any financial statements.

Subject to the contracting restrictions imposed upon the Issuer by the Indenture, the directors of the Issuer have the power to borrow on behalf of the Issuer. A director of the Issuer is not required to own any shares in the Issuer in order to qualify as a director.

A director of the Issuer (or his alternate director in his absence) is at liberty to vote in respect of any contract or transaction in which he is interested; *provided* that the nature of the interest of any director or alternate director in any such contract or transaction is disclosed by him or the alternate director appointed by him at or prior to its consideration and any vote on it.

The authorized share capital of the Issuer will be U.S.$50,000 *divided into* 50,000 ordinary shares of a par value of U.S.$1.00 each, 250 of which have been issued. A portion of the proceeds of the Notes will be used to redeem certain preference shares authorized and issued prior to the Closing Date in full on the Closing Date. See "*Use of Proceeds*." All of the issued shares (the "**Issuer Ordinary Shares**") are fully-paid and as at the Closing Date, shall be held by MaplesFS Limited as share trustee (in such capacity, the "**Share Trustee**") under the terms of an amended and restated declaration of trust (the "**Declaration of Trust**") dated on or about the Closing Date under which the Share Trustee holds the Issuer Ordinary Shares in trust until the Termination Date (as defined in the Declaration of Trust) and may only dispose or otherwise deal with the Issuer Ordinary Shares with the approval of the Trustee for so long as there are any Notes outstanding. Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has power with the consent of the Trustee, to benefit the Noteholders or Qualified Charities (as defined in the Declaration of Trust). It is not anticipated that any distribution will be made while any Note is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Issuer Ordinary Shares.

The Issuer has, and will have, no assets other than the sum of U.S.$250 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of the Notes and the acquisition of assets in connection with the Notes, the bank account into which such paid-up share capital and fees are deposited, any interest earned thereon and the assets on which the Secured Notes are secured. Save in respect of fees generated in connection with the issue of the Notes any related profits and proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer does not expect to accumulate any surpluses.

The Notes are the obligations of the Issuer alone (or, in the case of the Co-Issued Notes, the Co-Issuers) and not the Share Trustee. Furthermore, they are not the obligations of, or guaranteed in any way by the Share Trustee or any other party.

AMMC CLO 21, LLC (the "**Co-Issuer**") was formed under the laws of the State of Delaware and is a special purpose entity established for the sole purpose of co-issuing the Co-Issued Notes. The Co-Issuer was formed on August 18, 2017 in the State of Delaware with registered number 6515837 and has an indefinite existence. The Co-Issuer's registered office is at 2711 Centerville Road, Suite 400, City of Wilmington, State of Delaware 19808, County of New Castle. The Co-Issuer has no substantial assets and will not pledge any assets to secure the Notes.

The sole manager of the Co-Issuer is Donald J. Puglisi. The principal outside function of Donald J. Puglisi consists of being a finance professor emeritus at the University of Delaware and serving as a corporate director for a variety of entities. Donald J. Puglisi may be contacted at the registered office of the Co-Issuer. The Co-Issuer has no prior operating history. Unless otherwise required pursuant to the Indenture, the Co-Issuer will not publish any financial statements.

The Issuer will own 100% of the Co-Issuer's limited liability company interest on the Closing Date.

The Notes are not obligations of the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Manager, the Placement Agent, the Collateral Administrator, or any of their respective Affiliates, the Administrator, the Share Trustee or any directors or officers of the Co-Issuers. The Co-Issuer will not make any payments of interest or principal on the Notes.

Capitalization of the Issuer

The Issuer's proposed capitalization and indebtedness as of the Closing Date after giving effect to the issuance of the Notes and the Issuer Ordinary Shares (before deducting expenses of the offering) is set forth below:

	Amount
Class X Notes	U.S.$2,000,000
Class A Notes	U.S.$281,000,000
Class B Notes	U.S.$61,000,000
Class C Notes	U.S.$29,000,000
Class D Notes	U.S.$25,000,000
Class E Notes	U.S.$18,000,000
Subordinated Notes	U.S.$40,700,000
Total Debt	U.S.$456,700,000
Issuer Ordinary Shares	250
Retained Earnings	
Total Equity	U.S.$250
Total Capitalization	U.S.$456,700,250[1]

[1] Unaudited.

The Co-Issuer has no other liabilities other than the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. A portion of the proceeds of the Notes will be used to redeem the preference shares authorized and issued prior to the Closing Date in full on the Closing Date. See "*Use of Proceeds*."

Business of the Co-Issuers

The Issuer's Memorandum of Association describes the objects of the Issuer, which are unrestricted. The Co-Issuer's certificate of formation describes the objects of the Co-Issuer, which include the activities to be carried out by the Co-Issuer in connection with the Co-Issued Notes. The Co-Issuers have not issued securities, other than common shares, prior to the date of Offering Circular and have not listed any securities on any exchange. The Issuer will not undertake any activities other than issuing, paying and redeeming the Notes and any additional notes issued pursuant to the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, incurring any obligation in connection with a Refinancing, acquiring, holding, selling, exchanging, redeeming and pledging, solely for its own account, Collateral Obligations and Eligible Investments, acquiring, holding, selling, exchanging, redeeming and pledging shares in Blocker Subsidiaries and other activities incidental thereto, including entering into, and performing its obligations under, the Transaction Documents to which it is a party and other documents and agreements contemplated thereby and or incidental thereto. The Issuer shall not engage in any activity that

would cause the Issuer to be subject to U.S. federal, state or local income tax on a net income basis, except that it may hold Equity Securities, Defaulted Obligations, and securities and other consideration received under certain circumstances, pending the disposition of such items subject to certain conditions. The Issuer shall not hold itself out as originating loans, lending funds or securities, making a market in loans or other assets or selling loans or other assets to customers or as willing to enter into, assume, offset, assign or otherwise terminate positions in derivative financial instruments with customers (other than in connection with activities permitted by the Investment Guidelines). The Co-Issuer shall not engage in any business or activity other than its pre-Closing Date activities in connection with the issuing and selling the Co-Issued Notes and certain, if any, additional rated notes issued pursuant to the Indenture, incurring any obligation in connection with a Refinancing, and other activities incidental thereto, including entering into, and performing its obligations under, the Transaction Documents to which it is a party and other documents and agreements contemplated thereby and or incidental thereto. Neither of the Co-Issuers will have any subsidiaries (other than, in the case of the Issuer, the Co-Issuer or any Blocker Subsidiaries). In general, subject to the credit quality and diversity of the Collateral Obligations and general market conditions and the need (in the judgment of the Collateral Manager) to satisfy the Coverage Tests, the Interest Diversion Test, the Concentration Limitations and the Collateral Quality Test or to obtain funds for the redemption or payment of the Notes, the Issuer will own the Assets and will receive payments of interest and principal on the Collateral Obligations and Eligible Investments as the principal source of its income. The ability to purchase additional Collateral Obligations and sell Collateral Obligations prior to maturity is subject to significant restrictions under the Indenture. See "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*."

In addition, pursuant to the terms of an agreement to be entered into on or prior to the Closing Date among the Issuer, the Collateral Manager and the Collateral Administrator (the "**Collateral Administration Agreement**"), the Issuer will retain Virtus Group, LP, in such capacity as collateral administrator (the "**Collateral Administrator**") to, among other things, perform certain administrative duties of the Issuer, or of the Collateral Manager on behalf of the Issuer, with respect to the Assets, including the compilation of certain reports and the performance of certain calculations with respect to the Collateral Quality Test, the Interest Diversion Test and the Coverage Tests, subject, in each case, to the Collateral Administrator's receipt from the Collateral Manager of information with respect to the Assets that is not contained in the collateral database maintained under the Collateral Administration Agreement. The compensation paid by the Issuer for such services will be in addition to the fees paid to the Collateral Manager and will be treated as an expense of the Issuer and will be subject to the Priority of Payments.

The terms of the Collateral Administration Agreement provide that any of the Issuer, the Collateral Manager or the Collateral Administrator may terminate such agreement without cause by giving at least 90 days' written notice to each other party and to the Rating Agencies. Further, the Collateral Manager or the Issuer may terminate the agreement and remove the Collateral Administrator by giving 10 days' written notice to the Collateral Administrator and the Issuer or the Collateral Manager, as the case may be, upon the happening of certain bankruptcy events or the breach by the Collateral Administrator of its material duties under such agreement. Except when the Collateral Administrator resigns due to the Issuer's or the Collateral Manager's failure to pay fees, indemnity payments or expense reimbursements due to the Collateral Administrator in accordance with the Collateral Administration Agreement, no removal or resignation of the Collateral Administrator shall be effective until the date as of which a successor collateral administrator reasonably acceptable to the Collateral Manager and the Issuer or as otherwise appointed by a court of competent jurisdiction shall have been appointed and shall have agreed in writing to accept such appointment including all of the Collateral Administrator's duties and obligations pursuant to the Collateral Administration Agreement.

MaplesFS Limited (the "**Administrator**") will act as the administrator of the Issuer. The office of the Administrator will serve as the general business office of the Issuer. Through the office, and pursuant to the terms of an amended and restated Administration Agreement to be entered into between the Issuer and the Administrator (the "**Administration Agreement**"), the Administrator will perform in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Issuer and the provision of certain clerical, administrative and other services until termination of the Administration Agreement. The Administrator will also provide registered office facilities to the Issuer under its standard Terms and Conditions for the Provision of Registered Office Services by MaplesFS Limited (Structured Finance – Cayman Company) as approved and agreed by resolution of the Issuer's board of directors (the "**Registered Office Agreement**"). In consideration of the foregoing, the Administrator will receive various fees payable by the Issuer at

rates agreed upon from time to time, *plus* expenses. The terms of the Administration Agreement and the Registered Office Agreement provide that either the Issuer or the Administrator may terminate such agreements by giving at least 30 days' notice to the other party following the happening of any of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Administration Agreement and the Registered Office Agreement provide that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency.

The Administrator will be subject to the overview of the Issuer's board of directors.

The Administrator's principal office is P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the Secured Notes and Subordinated Notes. The discussion addresses only persons that purchase Secured Notes or Subordinated Notes in the original offering at the issue price, hold the Secured Notes or Subordinated Notes as capital assets, and in the case of U.S. Holders (as defined below) that use the U.S. dollar as their functional currency. The discussion does not consider the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organizations, dealers, traders who elect to mark their investment to market and persons holding the Secured Notes or Subordinated Notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction) are subject to special tax regimes. The discussion does not address any state, local or foreign taxes or the federal alternative minimum tax. Special rules also apply to individuals, certain of which may not be discussed below. Prospective investors should note that no rulings have been, or are expected to be, sought from the Internal Revenue Service with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the Internal Revenue Service or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES AND THE LAWS OF THE CAYMAN ISLANDS AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "**U.S. Holder**" means the beneficial owner of a Note that for U.S. federal income tax purposes is (i) a citizen or individual resident of the United States, (ii) a corporation organized in or under the laws of the United States or any political subdivision thereof, (iii) a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or (iv) an estate the income of which is subject to U.S. federal income taxation regardless of its source. "**Non-U.S. Holder**" means a beneficial owner of a Note that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes. The treatment of partners in a partnership that owns Secured Notes or Subordinated Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the Secured Notes or Subordinated Notes.

U.S. Federal Income Tax Treatment of the Issuer

The Issuer will adopt, and intends to follow the Investment Guidelines, which are designed to reduce the risk that the Issuer will be deemed to have engaged in the conduct of a trade or business in the United States. The Issuer will receive an opinion of Keating Muething & Klekamp PLL subject to customary assumptions and qualifications to the effect that, assuming the Issuer and Collateral Manager comply with these restrictions and other requirements of the Indenture, the Issuer will not be engaged in a trade or business in the United States. As long as the Issuer is not engaged in a U.S. trade or business, the Issuer will not be subject to U.S. federal income tax on its net income. If the Issuer were found to be engaged in a U.S. trade or business, it could be subject to substantial U.S. federal income taxes the imposition of which would materially impair its ability to pay interest on and principal of the Secured Notes and make distributions on the Subordinated Notes. In addition, if the Issuer were found to be engaged in a U.S. trade or business, payments in respect of the Notes may be treated as U.S. source income that could be subject to withholding unless appropriate certifications of status have been provided by Non-U.S. Holders to the applicable withholding agent as discussed further below.

The opinion above represents only counsel's best judgment, and is not binding on the Internal Revenue Service or the courts. There are no authorities that deal with situations substantially identical to the Issuer's, and the Issuer could be treated as engaged in the conduct of a trade or business within the United States as a result of unanticipated activities, changes in law, contrary conclusions by the Internal Revenue Service or other causes.

Taxation in Respect of a Blocker Subsidiary

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Indenture, certain Collateral Obligations and certain other assets may be owned by one or more Blocker Subsidiaries wholly-owned by the Issuer that will be treated as

either U.S. or foreign corporations for U.S. federal income tax purposes. Either a foreign or U.S. Blocker Subsidiary may be subject to substantial U.S. federal income tax on a net income tax basis, as well as branch profits tax in the case of a foreign Blocker Subsidiary, and distributions from a U.S. Blocker Subsidiary to the Issuer may be subject to a 30% U.S. withholding tax. In addition, U.S. Holders will not be permitted to use losses recognized by the Blocker Subsidiary to offset gains recognized by the Issuer and may be subject to the adverse passive foreign investment company or controlled foreign corporation rules with respect to the Blocker Subsidiary, described below. Prospective investors should consult their tax advisers regarding the consequences if the Issuer organizes and holds assets indirectly through a Blocker Subsidiary.

Withholding Taxes on the Issuer

Although the Issuer does not anticipate that it will be subject to U.S. federal income tax with respect to its net income, income derived by the Issuer may be subject to withholding or gross income taxes imposed by the United States or other countries, and the imposition of such taxes could materially affect its financial ability to make payments on the Notes. Subject to certain exceptions set forth in the Indenture, the Issuer generally may acquire a particular Collateral Obligation only if, at the time of commitment to purchase, either the interest payments thereon are not subject to withholding tax or the obligor of the Collateral Obligation is required to pay to the Issuer such additional amount as is necessary to ensure that the net amount actually received by the Issuer (free and clear of taxes, whether assessed against such obligor or the Issuer) will equal the full amount that the Issuer would have received had no such deduction or withholding occurred. Accordingly, the Issuer does not generally expect to be subject to U.S. federal withholding taxes on interest from Collateral Obligations. The Issuer may, however, be subject to withholding or gross income taxes in respect of commitment fees and other similar fees associated with Collateral Obligations constituting Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations, or under FATCA, as discussed in more detail below. Any such withholding or gross income taxes may not be grossed up.

Notwithstanding the foregoing, there can be no assurance that income derived by the Issuer will not become subject to withholding or gross income taxes as a result of changes in law, contrary conclusions by the Internal Revenue Service, or other causes. Such withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the taxing authority to pay such taxes.

Alternative Characterization of the Secured Notes

It is possible that the IRS may contend that any Class of Secured Notes should be treated in whole or in part as equity interests in the Issuer. Such a recharacterization might result in material adverse U.S. federal income tax consequences to U.S. Holders. If U.S. Holders of one or more Classes of the Secured Notes were treated as owning equity interests in the Issuer, the U.S. federal income tax consequences to those U.S. Holders would be as described under "*Tax Treatment of U.S. Holders of Subordinated Notes*".

Tax Treatment of U.S. Holders of Secured Notes

Classification of the Secured Notes. Based on the anticipated terms of the Notes and subject to other relevant facts and circumstances on the closing date, the Issuer will receive an opinion from Keating Muething & Klekamp PLL on the closing date to the effect that, for U.S. federal income tax purposes, the Class X Notes, the Class A Notes, Class B Notes, Class C Notes and Class D Notes will be treated as debt and the Class E Notes should be treated as debt.

In general, the characterization of an instrument for such purposes as debt or equity by its issuer as of the time of issuance is binding on a holder, unless the holder takes an inconsistent position and discloses such position in its tax return. This characterization, and counsel's opinion, however, are not binding on the Internal Revenue Service or the courts. In particular, there can be no assurance that the Internal Revenue Service would not contend, and that a court would not ultimately hold, that a Class of Notes constitute equity of the Issuer. Investors should consult their tax advisors regarding the tax rules that would apply if a Class of Notes were recharacterized as equity by the Internal Revenue Service, although generally the discussion of the tax consequences of holding Subordinated Notes below would be relevant to holders of that recharacterized Class of Notes. The discussion in the remainder of this section assumes that the Notes other than the Subordinated Notes will be treated as debt.

The Issuer and not the Co-issuer will be treated as having issued the Notes for U.S. federal income tax purposes.

Interest on the Class X Notes, the Class A Notes and Class B Notes. U.S. Holders of the Class X Notes, the Class A Notes and Class B Notes will treat stated interest as ordinary income when paid or accrued, in accordance with their tax method of accounting.

Interest and Discount on the Deferrable Notes. Because payments of stated interest on the Class C Notes, Class D Notes and Class E Notes (the "**Deferrable Notes**") are contingent on available funds and subject to deferral, the Deferrable Notes will be treated for U.S. federal income tax purposes as having original issue discount ("**OID**"). The total amount of such discount with respect to a Deferrable Note will equal the sum of all payments to be received under such Deferrable Note less its issue price (the first price at which a substantial amount of Deferrable Notes of the same Class was sold to investors). A U.S. Holder of Deferrable Notes will be required to include OID in income as it accrues.

Treasury regulations applicable to debt instruments issued with OID do not provide definitive rules for accrual of OID on debt instruments the payments on which are contingent as to time, in the manner of the Deferrable Notes. In the absence of such definitive guidance, the Issuer intends to treat the amount of OID accruing in any Interest Accrual Period as generally equal to the stated interest accruing in that period (whether or not currently due) *plus* any additional amount representing the accrual under a constant yield method of any additional OID represented by the excess of the principal amount of the Deferrable Notes over their issue price. Accruals of any such additional OID will be based on the projected weighted average life of the Deferrable Notes rather than their stated maturity. In the case of Deferrable Notes that provide for interest at a floating rate, accruals of OID should be calculated by assuming that interest will be paid over the life of the Deferrable Note based on the value of LIBOR used in setting interest for the first Interest Accrual Period, and then adjusting the income for each subsequent Interest Accrual Period for any difference between the actual value of LIBOR used in setting interest for those periods and the assumed rate.

However, it is also possible the Deferrable Notes may be subject to an income accrual method analogous to the methods applicable to debt instruments whose payments are subject to acceleration (under section 1272(a)(6) of the Code) using an assumption as to the expected payments on the Deferrable Notes reflected on an assumed payment schedule prepared by the Issuer. Adjustments (generally forward looking) will be made to the extent actual payments do not correspond to the assumed payment schedule. Alternatively, it is possible that the Deferrable Notes could be treated as subject to special rules applicable to contingent payment debt instruments. In that event, the timing of income and character of gain or loss on the Deferrable Notes would be different. A U.S. Holder of Deferrable Notes should consult its own tax advisor about the possible application of these rules.

Sale and Retirement of the Secured Notes. In general, a U.S. Holder of a Secured Note will have a basis in such Secured Note equal to the cost of such Secured Note to such holder, increased by any amount includible in income by such holder as OID and reduced by any payments thereon other than, in the case of the Classes of Notes that are not Deferrable Notes, payments of stated interest. Upon a sale or exchange of the Secured Note, a U.S. Holder will generally recognize gain or loss equal to the difference between the amount realized (less any accrued interest, which would be taxable as interest) and the holder's tax basis in such Secured Note. Such gain or loss will be long-term capital gain or loss if the U.S. Holder has held such Secured Note for more than one year at the time of disposition. In certain circumstances, U.S. Holders that are individuals may be entitled to preferential treatment for net long-term capital gains. The ability of U.S. Holders to offset capital losses against ordinary income is limited.

Further Information Regarding OID. Further information regarding OID may be obtained by contacting the Issuer at its registered office as described under "*The Co-Issuers*."

Notes Subject to Re-Pricing. A U.S. Holder that continues to own a Secured Note following a Re-Pricing of such Re-Priced Class may be deemed, under Section 1001 of the Code, to have exchanged a debt instrument with the characteristics of such Secured Note prior to the Re-Pricing for a newly issued debt instrument with the characteristics of such Secured Note after the Re-Pricing. Therefore, as a result of having participated in the Re-Pricing, the U.S. Holder, among other consequences, may be required to recognize taxable gain during the taxable year in which the Re-Pricing occurs as a result of the deemed exchange, and may recognize short-term capital gain or loss if it sells, exchanges, retires or otherwise disposes of such Secured Note within one year after the Re-Pricing, even if such gain or loss otherwise would have been long-term capital gain or loss. Gain or loss on the deemed

exchange would be equal to the difference between the issue price of the Secured Notes subject to Re-Pricing (which, depending on whether such Notes are then treated as "publicly traded", may be the fair market value rather than the principal amount of the Notes), and the U.S. Holder's basis in such Secured Notes subject to Re-Pricing. If the issue price of a Note subject to Re-Pricing is fair market value, a U.S. Holder may be required to include additional OID in respect of such Note. In general, a debt instrument is considered "publicly traded" if there are sales transactions, or if there are firm or indicative price quotes available for the debt instrument, within a 31-day period beginning 15 days prior to the completion date of the Re-Pricing and ending 15 days thereafter. Thus, the timing and amount of income on the Secured Notes may be affected by the deemed exchange. U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of participating in a Re-Pricing.

Tax Treatment of U.S. Holders of Subordinated Notes

The Subordinated Notes are likely to be treated as equity for U.S. federal income tax purposes and the balance of the discussion below assumes such treatment. Subject to the passive foreign investment company rules and the controlled foreign corporation rules discussed below, a U.S. Holder of Subordinated Notes generally would be required to treat distributions received with respect to such Notes as dividend income. Except as otherwise required by the rules discussed below, gain or loss on the sale or other disposition of Subordinated Notes generally would be capital gain or loss.

The Issuer will be a passive foreign investment company (a "**PFIC**") for U.S. federal income tax purposes. Because the Issuer will be a PFIC, a U.S. Holder of Subordinated Notes will be subject to additional tax on "excess distributions" received with respect the Subordinated Notes or gains realized on the disposition such Subordinated Notes. A U.S. Holder will have an excess distribution if distributions during any tax year exceed 125% of the average amount received during the three preceding tax years (or, if shorter, the U.S. Holder's holding period). A U.S. Holder may realize gain on a Subordinated Note not only through a sale or other disposition, but also by pledging the Subordinated Note as security for a loan or entering into certain constructive disposition transactions. To compute the tax on an excess distribution or any gain, (i) the excess distribution or gain is allocated ratably over the U.S. Holder's holding period, (ii) the amount allocated to the current tax year is taxed as ordinary income, and (iii) the amount allocated to each previous tax year is taxed at the highest applicable marginal rate in effect for that year and an interest charge (which generally is non-deductible for non-corporate holders) is imposed to recover the deemed benefit from the deferred payment of the tax. These rules effectively prevent a U.S. Holder from treating the gain realized on the disposition of the Subordinated Notes as capital gain.

A U.S. Holder of Subordinated Notes may wish to avoid the risk of the adverse PFIC treatment just described by making an election to treat the Issuer as a qualified electing fund ("**QEF**"). If the U.S. Holder has made a QEF election, the holder will be required to include in gross income each year (i) as ordinary income, its *pro rata* share of the Issuer's earnings and profits in excess of net capital gains and (ii) as long-term capital gains, its *pro rata* share of the Issuer's net capital gains, in each case, whether or not the Issuer actually makes any distribution. The amounts recognized by a U.S. Holder making a QEF election generally are treated as income from sources outside the United States. If, however, U.S. Holders hold at least half of the Subordinated Notes, a percentage of those amounts equal to the proportion of its income that the Issuer receives from U.S. sources will be U.S. source income for the U.S. Holders for purposes of computing a U.S. Holder's foreign tax credit limitation. Because such amounts are subject to tax currently as income of the U.S. Holder, the amounts recognized will not be subject to tax when they are distributed to a U.S. Holder. An electing U.S. Holder's basis in the Subordinated Notes will be increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution.

As discussed above, a U.S. Holder that makes a QEF election will be required to include in income currently its *pro rata* share of the Issuer's earnings and profits (computed based on federal income tax principles) whether or not the Issuer actually distributes earnings. Accordingly, in a number of circumstances a U.S. Holder could be required to include amounts in taxable income in excess of the cash distribution they are actually entitled to receive on the Subordinated Notes. For example, the use of investment proceeds to fund reserves or pay down debt could cause a U.S. Holder to recognize income in excess of amounts it actually receives. In addition, the Issuer's income from an investment for federal income tax purposes may exceed the amount it actually receives. The U.S. Holder may be able to elect to defer payment, subject to an interest charge for the deferral period (which generally is non-deductible

for non-corporate holders), of the tax on income recognized on account of the QEF election. Prospective purchasers should consult their tax advisors about the advisability of making the QEF election, protective QEF election (for the Class E Notes) and deferred payment election.

In general, a QEF election should be made on or before the due date for filing a U.S. Holder's federal income tax return for the first taxable year for which it holds a Subordinated Note. The QEF election is effective only if certain required information is made available by the Issuer. The Issuer will undertake to comply with the Internal Revenue Service information requirements necessary to be a QEF, which will permit U.S. Holders to make the QEF election. Nonetheless, there can be no assurance that such information will be available or presented. Investors are urged to consult their tax advisors regarding the possible consequences to them in the event that the information necessary for the Issuer to be treated as a QEF is not provided. Where a QEF election is not timely made by a U.S. Holder for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules can be avoided by making an election to recognize gain from a deemed sale of such Notes at the time when the QEF election becomes effective.

If the Issuer holds securities treated as equity for U.S. federal income tax purposes of another PFIC (an "e**quity PFIC**"), a U.S. Holder of the Subordinated Notes that wants to avoid the application of the excess distribution rules (described above) with respect to its indirect interest in that equity PFIC will have to make a separate QEF election with respect to that equity PFIC. In that case, the Issuer will provide, to the extent it receives it, the information needed for U.S. Holders to make the QEF election. That information may not, however, be available to the Issuer. U.S. Holders should consult their own tax advisors with respect to the tax consequences of such a situation.

The Issuer also may be a controlled foreign corporation (a "**CFC**") if U.S. Holders that each own (directly, indirectly, or by attribution) at least 10% of the Issuer's voting shares (each a "**U.S. 10% Shareholder**") together own more than half of such voting shares. It is not entirely clear whether the Subordinated Notes would be treated as voting shares for this purpose. If the Issuer is a CFC for 30 consecutive days during its taxable year, a U.S. Holder that is a U.S. 10% Shareholder on the last day of the Issuer's taxable year will be required to recognize ordinary income equal to its *pro rata* share of the Issuer's earnings (including both ordinary earnings and capital gains) for the tax year, whether or not the Issuer makes a distribution. The income will be treated as income from sources within the United States to the extent derived by the Issuer from U.S. sources for purposes of computing a U.S. Holder's foreign tax credit limitation. Earnings subjected to tax currently as income of the U.S. Holder will not be taxed again when they are distributed to the U.S. Holder. A U.S. Holder's basis in such Subordinated Notes is increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution. If the Issuer is a CFC, (i) the Issuer would incur U.S. withholding tax on interest received from a related U.S. person and (ii) certain other restrictions may apply. Subject to a special limitation in the case of individual U.S. Holders that have held such Subordinated Notes for more than one year, gain from disposition of a Subordinated Note by a U.S. Holder that is a U.S. 10% Shareholder will be treated as ordinary dividend income to the extent the Issuer has accumulated earnings and profits attributable to the Subordinated Note while it is held by that holder that have not previously been included in income.

The relationship among the PFIC and CFC rules and the possible consequences of those rules for a particular U.S. Holder depend upon the circumstances of the Issuer and the U.S. Holder. In general, if the Issuer is both a CFC and a PFIC, a U.S. Holder subject to the CFC rules will not be subject to the PFIC rules. Each prospective purchaser should, however, consult its tax advisor about the possible application of the PFIC and CFC rules to its particular situation.

Tax on Net Investment Income

Section 1411 of the Code imposes a 3.8% tax (in addition to other federal income taxes) on the net investment income of U.S. Holders who are individuals, estates or trusts to the extent net investment income exceeds an income threshold. Net investment income generally will include all income from the Notes.

Special rules apply in the case of a U.S. Holder of Subordinated Notes (or another Class of Notes recharacterized as equity) that are not held in a business of trading financial instruments. As described above such a U.S. Holder may be taxable for regular federal income tax purposes under the PFIC or CFC rules on its share of the earnings of the Issuer as those earnings accrue to the Issuer and not when they are distributed (and in that case, such U.S. Holder's basis in such Notes is increased by the amount of earnings that have been taxed to such U.S. Holder

but not distributed). Pursuant to regulations, a U.S. Holder may elect to follow a similar approach in measuring net investment income. Absent such election, earnings that are included in income for regular income tax purposes by such a U.S. Holder prior to distribution under the CFC rules or PFIC rules for QEFs generally would be included in net investment income only when distributed and the U.S. holder's basis would not be increased to reflect previously taxed undistributed earnings. The election by a U.S. Holder generally must be made for the first year in which the U.S. Holder has income from the undistributed earnings of equity interests in the CFC or QEF and is or would be subject to the tax on net investment income. The election once made is irrevocable and applies to the taxable year for which it is made and all subsequent taxable years, as well as to all subsequently acquired equity interests in the CFC or QEF (including if the investor exits its interests and later reinvests).

U.S. Holders, and in particular U.S. Holders of Subordinated Notes (or any other Class of Notes that may be recharacterized as equity of the Issuer for U.S. federal income tax purposes), are urged to consult their tax advisors regarding the effect, if any, of Section 1411 and regulations thereunder on their investment in the Notes in their particular circumstances.

FATCA and the Cayman IGA

FATCA potentially imposes a withholding tax of 30% on certain payments made to the Issuer, including potentially all interest paid on (and after December 31, 2018, proceeds from the sale or other disposition of) U.S. Collateral Obligations, unless the Issuer complies with the Cayman FATCA Legislation. The Cayman FATCA Legislation requires, among other things, that the Issuer collect and provide to the Cayman Islands TIA substantial information regarding direct and indirect holders of the Notes and withhold (or instruct paying agents to withhold) 30% of certain payments to certain holders of Notes (as described below), unless the Issuer qualifies as a Non-Reporting Cayman Islands Financial Institution (as defined in the Cayman IGA) or is otherwise entitled to an exemption under FATCA.

The Issuer intends to comply with its obligations under the Cayman FATCA Legislation. However, in some cases, the ability to comply and avoid FATCA withholding tax could depend on factors outside of the Issuer's control. For example, the Issuer may not be considered to comply with FATCA if more than 50% of the Subordinated Notes (and any other classes of Notes treated as equity for U.S. federal income tax purposes) are owned by a person that is, or is affiliated with, a foreign financial institution that is not itself compliant with FATCA. The Issuer expects to report information to the Cayman Islands Tax Information Authority, which will exchange such information with the Internal Revenue Service under the terms of the Cayman IGA. Withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the Internal Revenue Service has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer in unable to comply with FATCA as a result of factors outside of its control, as described above. The rules under FATCA may change in the future. Future guidance under FATCA may subject payments on Subordinated Notes (or other Classes of Notes that are treated as equity for U.S. federal income tax purposes), and Secured Notes that are materially modified more than six months after the issuance of such future guidance, to a withholding tax of 30% if each foreign financial institution that holds any such Note, or through which any such Note is held, has not entered into an information reporting agreement with the Internal Revenue Service under FATCA or complied with the terms of a relevant intergovernmental agreement.

Each owner of an interest in Notes will be required to provide the Issuer and the Trustee or their agents with information necessary to comply with Tax Account Reporting Rules as discussed above. Holders that do not supply required information, or whose ownership of Notes may otherwise prevent the Issuer from complying with Tax Account Reporting Rules (for example by causing the Issuer to be affiliated with a non-compliant foreign financial institution), may be subjected to punitive measures under the Indenture, including but not limited to forced transfer of their Notes in order for the Issuer to achieve Tax Account Reporting Rules Compliance. There can be no assurance, however, that these measures will be effective, and that the Issuer and holders of the Notes will not be subject to withholding taxes under FATCA or penalties under other Tax Account Reporting Rules. The imposition of such taxes could materially affect the Issuer's ability to make payments on the Notes or could reduce such payments.

Tax Treatment of Tax-Exempt U.S. Holders of the Notes

Special considerations apply to pension plans and other investors that are subject to tax only on their unrelated business taxable income ("**UBTI**"). A tax-exempt investor's interest income and gain from the Notes generally would not be treated as UBTI unless the investor's investment in the Notes is debt-financed. However, a tax-exempt investor in Secured Notes that also owns (directly, indirectly or by attribution) more than 50% (by vote or value) of the Issuer's equity (which would include the Subordinated Notes and any Class of Notes that is recharacterized as equity) should consider the possible application of the special UBTI rules for interest received from controlled entities. Each prospective tax-exempt investor should consult its own tax advisor regarding the tax consequences to it of an investment in the Notes.

Tax Treatment of Non-U.S. Holders of the Notes

Subject to the discussion of FATCA above and backup withholding below, interest paid to a Non-U.S. Holder will not be subject to U.S. withholding tax as long as the Issuer is not engaged in a U.S. trade or business. Even if the Issuer were engaged in a U.S. trade or business, interest paid on the Secured Notes to a Non-U.S. Holder would, however, generally be exempt if, among other things, the beneficial owner of such Notes (a) is not a "10-percent shareholder" (under the Code) in respect of the Issuer, (b) is not a controlled foreign corporation (under the Code) related to the Issuer through equity ownership and (c) satisfies, directly or indirectly, applicable certification or documentary evidence requirements as to its non-U.S. status. As discussed above, the Issuer will receive an opinion of Keating Muething & Klekamp PLL subject to customary assumptions and qualifications to the effect that the Issuer will not be engaged in a trade or business in the United States.

In addition, interest paid to a Non-U.S. Holder will not be subject to U.S. net income tax unless the interest is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Gain realized by a Non-U.S. Holder on the redemption or disposition of a Secured Note will not be subject to U.S. tax unless (i) the gain is effectively connected with the holder's conduct of a U.S. trade or business or (ii) the holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder will not be considered to be engaged in a trade or business within the United States solely by reason of holding Notes as capital investments for U.S. federal income tax purposes.

General Information Reporting and Backup Withholding

Information reporting to the Internal Revenue Service generally will be required with respect to payments on the Notes and proceeds of the sale of the Notes to holders other than corporations or other exempt recipients. A "backup" withholding tax will apply to those payments if such holder fails to provide certain identifying information (e.g., such holder's taxpayer identification number) to the Trustee or other paying agent. Non-U.S. Holders generally will be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the Internal Revenue Service.

Other Reporting Requirements

U.S. Holders, and in certain cases Non-U.S. Holders, of the Notes may be subject to other information reporting requirements as a result of their purchasing, holding or disposing of Notes. More than one reporting requirement may apply to an investor. The failure to comply with these reporting requirements may result in penalties, which may be substantial, and, in certain instances, the failure to file a required form will suspend the statute of limitations with respect to any tax return, event, or period to which such information relates. As a result, even if an investor reports all of its taxable income from its investment in Notes, if the investor fails to file a required information return, the period during which the Internal Revenue Service can assess taxes will remain open, potentially including with respect to items that do not relate to the holder's investment in the Notes. The Issuer assumes no responsibility to advise holders or other affected parties about how to comply with generally applicable reporting requirements relevant to their purchase, ownership and disposition of Notes and purchasers of Notes are urged to consult their own tax advisors regarding these reporting requirements, including penalties that may apply for failure to comply.

However, for the convenience of holders certain of the reporting requirements that may apply to the acquisition, ownership or disposition of Notes are listed below.

Specified Foreign Financial Assets (IRS Form 8938). Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of US$50,000 generally are required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions.

Reporting Requirements on IRS Form 926 and IRS Form 5471. Treasury regulations require reporting for certain transfers of property (including cash) to a foreign corporation by U.S. persons. In general, U.S. Holders who acquire Subordinated Notes (and any other Class of Notes treated as equity in the Issuer) are required to file Internal Revenue Service Form 926. In addition, the Code and related Treasury regulations will require any U.S. Holder that directly or indirectly owns a significant portion of the voting power or value of the Issuer's equity (generally 10%, but in some cases more than 50%) to comply with certain additional reporting requirements (including Internal Revenue Service Form 5471). While it is unclear how the voting power of the Subordinated Notes (and any other Class of Notes treated as equity in the Issuer) would be measured for this purpose, a U.S. Holder that owns less than 10% (or 50% or less, as applicable) of the Subordinated Notes (and any other Class of Notes treated as equity in the Issuer) should not be required to file this return.

PFIC Reporting (IRS Form 8621). Subject to certain exceptions, a U.S. Holder of Subordinated Notes is required to file an annual information return, currently on Form 8621, with respect to each PFIC in which it owns an interest directly or, in some cases, indirectly (including through certain pass-through entities). If the Issuer owns an interest in an equity PFIC, such as a foreign Blocker Subsidiary that is a PFIC, holders of Subordinated Notes would be treated as owning a proportionate amount (by value) of the stock of such other PFIC. The Issuer will use reasonable efforts to provide each holder of Subordinated Notes with the information necessary to comply with the holder's reporting obligations with respect to such equity PFIC. These PFIC reporting requirements generally do not apply to tax-exempt U.S. holders.

Reportable Transactions Reporting (IRS Form 8886). Any person that is required to file a U.S. federal income tax return or U.S. federal information return and participates in a "reportable transaction" in a taxable year is required to disclose certain information on Internal Revenue Service Form 8886 (or its successor form) attached to such person's U.S. tax return for such taxable year (and also file a copy of such form with the Internal Revenue Service's Office of Tax Shelter Analysis) and to retain certain documents related to the transaction. A person that is a holder of Subordinated Notes or any other Class of Notes treated as equity in the Issuer may be considered to participate in any reportable transactions entered into by the Issuer. Although none are anticipated, the Issuer could participate in reportable transactions. Because of the status of the Issuer as a PFIC (and without regard to whether it is a CFC), a transaction in which a person claims a loss deduction in respect of the Subordinated Notes (and any other Class of Notes treated as equity in the Issuer) may be considered a reportable transaction if the amount of such loss exceeds certain thresholds, regardless of whether such Subordinated Notes were purchased with cash or were otherwise held with a "qualifying basis" (as such term is defined in Internal Revenue Service Revenue Procedure 2013-11).

FBAR Reporting. U.S. Holders, and Non-U.S. Holders with certain minimum contacts with the United States, of Subordinated Notes (or any other Classes of Notes treated as equity in the Issuer) may be required to report certain information on U.S. Treasury Form FinCEN Report 114 or successor form (the "**FBAR**") for any calendar year in which they hold such Notes. The FBAR must be received by the U.S. Treasury by April 15 to report on accounts in the preceding calendar year, is not filed as part of an annual tax return, and the reporting requirements thereunder are not governed by the Code.

CAYMAN ISLANDS INCOME TAX CONSIDERATIONS

The following is a discussion of certain Cayman Islands tax consequences of an investment in the Notes. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider your particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands Laws:

(i) Payments of interest, principal and other amounts on the Secured Notes and amounts in respect of the Subordinated Notes will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of interest and principal and other amounts on the Secured Notes or a distribution to any holder of the Subordinated Notes, nor will gains derived from the disposal of the Notes be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax;

(ii) no stamp duty is payable in respect of the issue or transfer of the Notes although duty may be payable if Notes are executed in or brought into the Cayman Islands; and

(iii) Certificates evidencing the Notes, in registered form, to which title is not transferable by delivery, should not attract Cayman Islands stamp duty. However, an instrument transferring title to a Note, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty.

The Issuer has been incorporated as an exempted company with limited liability under the laws of the Cayman Islands and, as such, has received an undertaking from the Financial Secretary of the Cayman Islands in the following form:

"The Tax Concessions Law
(2011 Revision)
Undertaking As To Tax Concessions

In accordance with the provision of Section 6 of the Tax Concession Law (2011 Revision) the Financial Secretary undertakes with:

AMMC CLO 21, Limited "the Company"

(a) that no Law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

(b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable

(i) on or in respect of the shares debentures or other obligations of the Company; or

(ii) by way of the withholding in whole or part of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (2011 Revision).

These concessions shall be for a period of TWENTY years from 11 July 2017.

FINANCIAL SECRETARY"

The Cayman Islands does not have an income tax treaty arrangement with the United States or any other country; however, the Cayman Islands has entered into a tax disclosure agreement with the United States.

CERTAIN ERISA AND RELATED CONSIDERATIONS

THE STATEMENTS ABOUT U.S. FEDERAL TAX ISSUES ARE MADE TO SUPPORT MARKETING OF THE NOTES. NO TAXPAYER CAN RELY ON THEM TO AVOID TAX PENALTIES. EACH PROSPECTIVE PURCHASER SHOULD SEEK ADVICE FROM AN INDEPENDENT TAX ADVISOR ABOUT THE TAX CONSEQUENCES UNDER ITS OWN PARTICULAR CIRCUMSTANCES OF INVESTING IN NOTES UNDER THE LAWS OF THE CAYMAN ISLANDS, THE UNITED STATES AND ITS CONSTITUENT JURISDICTIONS AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

The United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) which are subject to the fiduciary responsibility provisions of Title I of ERISA, including entities (such as collective investment funds) and accounts (including insurance company general accounts and separate accounts) whose underlying assets 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 investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA 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 including, but not limited to, the matters discussed under "*Risk Factors*" and the fact that in the future there may be no market in which such fiduciary will be able to sell or otherwise dispose of the Notes.

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts and entities whose underlying assets include the assets of such plans (together with ERISA Plans, "**Benefit Plan Investors**") and certain persons ("parties in interest" as defined in Section 3(14) of ERISA (each a "**Party in Interest**") for purposes of ERISA or "disqualified persons" as defined in Section 4975(e)(2) of the Code (each a "**Disqualified Person**") for purposes of Section 4975 of the Code) having certain relationships to such Benefit Plan Investors, unless a statutory or administrative exemption is applicable to the transaction. A Party in Interest or Disqualified Person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code.

The Plan Asset Regulation describes what constitutes the assets of a Benefit Plan Investor with respect to the Benefit Plan Investor's investment in an entity for purposes of certain provisions of ERISA and Section 4975 of the Code, including the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA and Section 4975 of the Code. Under the Plan Asset Regulation, if a Benefit Plan Investor 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, the Benefit Plan Investor's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or, as further discussed below, that participation in the entity by Benefit Plan Investors constitutes less than 25% of each class of equity in the entity, determined in accordance with the Plan Asset Regulation.

For purposes of the Plan Asset Regulation, a "publicly offered security" is a security that is (a) "freely transferable," (b) part of a class of securities that is "widely held," and (c) (i) sold to the Benefit Plan Investor as part of an offering of securities to the public pursuant to an effective registration statement under the Securities Act and the class of securities to which such security is a part is registered under the Exchange Act within 120 days after the end of the fiscal year of the issuer during which the offering of such securities to the public has occurred, or (ii) is part of a class of securities that is registered under Section 12 of the Exchange Act.

It is not anticipated that (i) the Notes will constitute "publicly offered securities" for purposes of the Plan Asset Regulation, (ii) the Issuer and/or Co-Issuer will be an investment company registered under the Investment Company Act or (iii) the Issuer and/or Co-Issuer will qualify as an operating company within the meaning of the Plan Asset Regulation.

Whether or not the underlying assets of the Issuer and/or Co-Issuer are deemed to include "plan assets," as described below, prohibited transactions within the meaning of Section 406 of ERISA or Section 4975 of the Code

may arise if Notes are acquired with the assets of a Benefit Plan Investor with respect to which the Issuer and/or Co-Issuer, as applicable, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Manager, any seller of Collateral Obligations to the Issuer and/or Co-Issuer, as applicable, or any of their respective Affiliates, is a Party in Interest or a Disqualified Person. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Benefit Plan Investor fiduciary making the decision to acquire a Note and the circumstances under which such decision is made. Included among these exemptions are Prohibited Transaction Class Exemption ("**PTCE**") 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by a "qualified professional asset manager"), PTCE 90-1 (relating to investments by insurance company pooled separate accounts), PTCE 95-60 (relating to investments by insurance company general accounts), and PTCE 96-23 (relating to transactions effected by in-house asset managers). Even if one or more exemptions is available, there can be no assurance that relief will be provided from all prohibited transactions that may result if any Note or any interest therein is acquired or held by a Benefit Plan Investor.

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 prohibited transaction provisions of ERISA or Section 4975 of the Code, may nevertheless be subject to other state, local, other federal or non-U.S. laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the Code (any such law or regulation, a "**Similar Law**"). Fiduciaries of any such plans should consult with their counsel before acquiring any Notes.

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 which has no substantial equity features. The assets of an entity will be deemed to be the assets of an investing Benefit Plan Investor (in the absence of another applicable Plan Asset Regulation exception) if 25% or more of the value of any class of equity interest in the entity is held by Benefit Plan Investors as calculated under the Plan Asset Regulation (the "**25% Limitation**"). An entity that is treated as holding plan assets for purposes of the Plan Asset Regulation is considered to hold plan assets only to the extent of the percentage of the equity interest held by Benefit Plan Investors. For purposes of making the 25% determination, the Plan Asset Regulation provides that the value of any equity interests held by a person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the entity 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 (each, a "**Controlling Person**"), is disregarded. Under the Plan Asset Regulation, 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, and "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.

Although there is little guidance on how this definition applies, the Issuer and the Co-Issuer believe that the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated as indebtedness without substantial equity features for purposes of the Plan Asset Regulation, although no assurance can be given in this regard. However, the Secured Notes that are ERISA Restricted Notes may, and the Subordinated Notes will likely, be treated as equity interests in the Issuer for purposes of the Plan Asset Regulation. Accordingly, in an effort to avoid issues that could arise if the assets of the Issuer were to be treated as plan assets for purposes of ERISA or Section 4975 of the Code, the ERISA Restricted Notes will be subject to restrictions on ownership by Benefit Plan Investors and Controlling Persons. For purposes of the 25% Limitation referred to above, each of the Class E Notes and the Subordinated Notes will be treated as a separate class of equity interests in the Issuer and are referred to herein as each constituting a separate ERISA Restricted Notes Class.

If you are a purchaser or transferee of Class X Notes, Class A Notes, Class B Notes, Class C Notes or Class D Notes, you will be required or deemed to represent, warrant and agree that (1) if you are, or are acting on behalf of, a Benefit Plan Investor, your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (2) if you are a governmental, church, non-U.S. or other plan which is subject to any Similar Law, your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a violation of any such Similar Law.

If you are (A) a purchaser or subsequent transferee of ERISA Restricted Certificated Notes or (B) a purchaser of a Closing Date ERISA Note in the form of a Global Note, you will be required to represent and warrant in writing to

the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, (1) whether or not, for so long as you hold such Notes or interests herein, you are, or are acting on behalf of, a Benefit Plan Investor, (2) whether or not, for so long as you hold such Notes or interests therein, you are a Controlling Person and (3) that (a) if you are, or are acting on behalf of, a Benefit Plan Investor, your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or (b) if you are a governmental, church or non-U.S. plan, (x) you are not, and for so long as you hold such Notes or interests therein will not be, subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or 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 Similar Law and (y) your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a violation of any applicable Similar Law.

If you are a purchaser or subsequent transferee of an interest in an ERISA Restricted Note in the form of a Global Note (other than a purchaser on the Closing Date of a Closing Date ERISA Note), you will be deemed to have represented and agreed that (1) for so long as you hold such Notes or interests therein, you are not, and are not acting on behalf of, a Benefit Plan Investor and are not a Controlling Person and (2) if you are a governmental, church, non-U.S. or other plan, (i) you are not, and for so long as you hold such Notes or interests therein will not be subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or 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 Similar Law and (ii) your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a violation of any applicable Similar Law.

No transfer of an interest in ERISA Restricted Notes will be permitted or recognized if it would cause the 25% Limitation described above to be exceeded with respect to the relevant ERISA Restricted Notes Class. No transfer of an interest in an ERISA Restricted Note in the form of a Global Note (other than a transfer on the Closing Date of a Closing Date ERISA Note) to a person that is a Benefit Plan Investor or a Controlling Person will be permitted or recognized.

If any person shall become the beneficial owner of a Note who has made or is deemed to have made a prohibited transaction or a Benefit Plan Investor, Controlling Person or Similar Law representation that is subsequently shown to be false or misleading or whose beneficial ownership otherwise causes a violation of the 25% Limitation (any such person a "**Non-Permitted ERISA Holder**"), the Issuer shall, promptly after discovery that such person is a Non-Permitted ERISA Holder by the Issuer (or upon notice to the Issuer from the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, if it obtains actual knowledge or the Co-Issuer if it makes the discovery), send notice to such Non-Permitted ERISA Holder demanding that such Non-Permitted ERISA Holder transfer its interest to a person that is not a Non-Permitted ERISA Holder within 10 days after the date of such notice. If such Non-Permitted ERISA Holder fails to so transfer its interest in such Notes, the Issuer or the Collateral Manager acting for the Issuer shall have the right, without further notice to the Non-Permitted ERISA Holder, to sell its interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose. The Issuer or the Collateral Manager acting on behalf of the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes, as applicable, and selling such Notes, as applicable, to the highest such bidder; *provided* that the Collateral Manager, its Affiliates and accounts, funds, clients or portfolios established and controlled by the Collateral Manager shall be entitled to bid in any such sale (to the extent any such entity is not a Non-Permitted ERISA Holder and such bid or resulting acquisition would not result in a non-exempt prohibited transaction or violation of Similar Law). However, the Issuer or the Collateral Manager may select a purchaser by any other method it determines in its sole discretion. The holder of each Note, as applicable, the Non-Permitted ERISA Holder and each other person in the chain of title from the holder to the Non-Permitted ERISA Holder, by its acceptance of an interest in the Notes agrees to cooperate with the Issuer to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted ERISA Holder. The terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and none of the Issuer, the Co-Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent, applicable registrar pursuant to the Indenture or the Collateral Manager 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.

Further considerations

There can be no assurance that, despite the transfer restrictions relating to acquisitions by Benefit Plan Investors and Controlling Persons and the procedures to be employed by the Issuer to attempt to limit ownership by Benefit Plan Investors of each ERISA Restricted Notes Class to less than 25%, Benefit Plan Investors will not in actuality own 25% or more of any outstanding ERISA Restricted Notes Class, disregarding Notes held by Controlling Persons.

If for any reason the assets of the Issuer and/or Co-Issuer, as applicable, were deemed to be "plan assets" of a Benefit Plan Investor, certain transactions that the Issuer and/or Co-Issuer might enter into, or may have entered into, in the ordinary course of its business might constitute non-exempt "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code and might have to be rescinded at significant cost to the Issuer and/or Co-Issuer, as applicable. The Collateral Manager, on behalf of the Issuer and/or Co-Issuer, may be prevented from engaging in certain investments or other transactions or fee arrangements because they might be deemed to cause non-exempt prohibited transactions. Moreover, if the underlying assets of the Issuer and/or Co-Issuer were deemed to be assets constituting plan assets, (i) the assets of the Issuer and/or Co-Issuer could be subject to ERISA's reporting and disclosure requirements, (ii) a fiduciary causing a Benefit Plan Investor to make an investment in the equity of the Issuer and/or Co-Issuer could be deemed to have delegated its responsibility to manage the assets of the Benefit Plan Investor to the Issuer and/or Co-Issuer, (iii) various providers of fiduciary or other services to the Issuer and/or Co-Issuer, and any other parties with authority or control with respect to the Issuer and/or Co-Issuer, could be deemed to be Benefit Plan Investor fiduciaries or otherwise Parties in Interest or Disqualified Persons by virtue of their provision of such services, and (iv) it is not clear that Section 404(b) of ERISA, which generally prohibits fiduciaries from maintaining the indicia of ownership of assets of Benefit Plan Investors subject to Title I of ERISA outside the jurisdiction of the district courts of the United States, would be satisfied in all instances.

Any Benefit Plan Investor fiduciary or other person who proposes to use assets of any Benefit Plan Investor to acquire any Notes should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment, and to confirm that such investment will not constitute or result in a non-exempt prohibited transaction or any other violation of an applicable requirement of ERISA.

The sale of any Notes to a Benefit Plan Investor, or to a person using assets of any Benefit Plan Investor to effect its acquisition of any Notes, is in no respect a representation by the Issuer, the Co-Issuer, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator or the Collateral Manager that such an investment meets all relevant legal requirements with respect to investments by Benefit Plan Investors generally or any particular Benefit Plan Investor, or that such an investment is appropriate for Benefit Plan Investors generally or any particular Benefit Plan Investor.

In addition, each purchaser and transferee of any Note or interest therein that is a Benefit Plan Investor shall be required or deemed to represent and warrant to the Issuer, on each day from the date on which such beneficial owner acquires such Note or interest therein through and including the date on which it disposes of such Note or interest therein, and at any time when regulation 29 C.F.R. Section 2510.3-21, as modified in 2016, is applicable, that the fiduciary making the decision to invest in the Notes on its behalf (the "**Independent Fiduciary**") (a) is a bank, insurance company, registered investment adviser, broker-dealer or other person with financial expertise, in each case as described in 29 C.F.R. Section 2510.3-21(c)(1)(i); (b) is an independent plan fiduciary within the meaning of 29 C.F.R. Section 2510.3-21(c); (c) is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies; (d) is responsible for exercising independent judgment in evaluating the acquisition, holding and disposition of the Notes; and (e) neither the Benefit Plan Investor nor the Independent Fiduciary is paying or has paid any fee or other compensation to any of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator for investment advice (as opposed to other services) in connection with its acquisition or holding of the Notes. In addition, each such purchaser or transferee will be required or deemed to acknowledge and agree that the Independent Fiduciary (x) has been informed that none of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator, or other persons that provide marketing services, nor any of their affiliates, has provided, and none of them will provide, impartial investment advice and they are not giving any advice in a fiduciary

capacity, in connection with the purchaser or transferee's acquisition or holding of the Notes and (y) has received and understands the disclosure of the existence and nature of the financial interests contained in the offering circular and related materials.

ANY POTENTIAL INVESTOR CONSIDERING AN INVESTMENT IN THE NOTES THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR IS STRONGLY URGED TO CONSULT ITS OWN LEGAL AND TAX ADVISORS REGARDING THE CONSEQUENCES OF SUCH AN INVESTMENT UNDER ERISA, THE CODE AND ANY APPLICABLE SIMILAR LAW AND ITS ABILITY TO MAKE THE REPRESENTATIONS DESCRIBED ABOVE.

Legal investment considerations

If your investment activities are subject to regulation by federal, state or local law or governmental authorities you should review the applicable laws and/or rules, policies and guidelines adopted from time to time by such authorities before purchasing any Notes. No representation is made as to the proper characterization of the Notes for legal investment or other purposes or as to the ability of particular investors to purchase any Notes under applicable law or other legal investment restrictions. Accordingly, if your investment activities are subject to such laws and/or regulations, regulatory capital requirements or review by regulatory authorities you should consult your own legal advisors in determining whether and to what extent the Notes constitute a legal investment or are subject to investment, capital or other restrictions.

None of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator make any representation as to the proper characterization of the Notes for legal investment or other purposes, as to the ability of particular investors to purchase the Notes for legal investment or other purposes or as to the ability of particular investors to purchase the Notes under applicable investment restrictions. All institutions whose activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult their own legal advisors in determining whether and to what extent the Notes are subject to investment, capital or other restrictions. Without limiting the generality of the foregoing, none of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator makes any representation as to the characterization of the Notes as a U.S.-domestic or foreign (non-U.S.) investment under any state insurance code or related regulations, and they are not aware of any published precedent that addresses such characterization. The uncertainties described above (and any unfavorable future determinations concerning legal investment or financial institution regulatory characteristics of the Notes) may affect the liquidity of the Notes.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM REQUIREMENTS AND DISCLOSURES

In order to comply with U.S. laws and regulations, including the USA PATRIOT Act, aimed at the prevention of money laundering and the prohibition of transactions with certain countries, organizations and individuals, the Issuer (or the Placement Agent on its behalf) may request from an investor or a prospective investor such information as it reasonably believes is necessary to verify the identity of such investor or prospective investor, and to determine whether such investor or prospective investor is permitted to be an investor in the Issuer or the Notes pursuant to such laws and regulations. In the event of the delay or failure by any investor or prospective investor in the Notes to deliver to the Issuer any such requested information, the Issuer (or the Placement Agent on its behalf) may (a) require such investor to immediately transfer any Note, or beneficial interest therein, held by such investor to an investor meeting the requirements of this Offering Circular and the Indenture, (b) refuse to accept the subscription of a prospective investor, or (c) take any other action required to comply with such laws and regulations. In addition, following the delivery of any such information, the Issuer (or the Placement Agent on its behalf) may take any of the actions identified in clauses (a) through (c) above. In certain circumstances, the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent or the Placement Agent may be required to provide information about investors to regulatory authorities and to take any further action as may be required by law. None of the Issuer, the Co-Issuer, the Trustee, the Collateral Administrator, the Collateral Manager, the Placement Agent will be liable for any loss or injury to an investor or prospective investor that may occur as a result of disclosing such information, refusing to accept the subscription of any potential investor, redeeming any investment in a Note or taking any other action required by law.

PLAN OF DISTRIBUTION

The Co-Issuers and the Placement Agent will enter into the Placement Agency Agreement (as such agreement may be amended from time to time, the "**Placement Agency Agreement**"), pursuant to which, on the terms and subject to the conditions contained therein, the Placement Agent will use its reasonable best efforts to solicit offers to purchase the Notes (other than the Collateral Manager Notes). The Placement Agent or its Affiliates may, but are not obligated to, purchase Notes (including upon their initial issuance) for their own accounts on the Closing Date. Any Notes purchased by the Placement Agent (or an Affiliate of a Placement Agent) may be sold by the Placement Agent or such Affiliate at any time. In connection with its sale of Notes in certain jurisdictions, the Placement Agent may act through one or more of its Affiliates as agents to the extent required by local law or the Placement Agent's policy.

The Notes (other than the Collateral Manager Notes) will be offered through the Placement Agent, as placement agent for the Issuer or the Co-Issuer, as applicable, from time to time in negotiated transactions at varying prices to be determined, in each case, at the time of sale. The Notes (other than the Collateral Manager Notes) will be placed by the Placement Agent when, as and if issued, subject to prior sale, withdrawal, cancellation or modification of the offer without notice, to the right of the Placement Agent, to reject orders, in whole or in part, and to certain other conditions. The Collateral Manager Notes will be sold directly by the Issuer or the Co-Issuers, as applicable, from time to time in negotiated transactions at varying prices to be determined in each case at the time of sale.

Under the Placement Agency Agreement, the obligations of the Placement Agent to act as placement agent of the Co-Issuers or the Issuer, as applicable, will be subject to certain conditions.

In the Placement Agency Agreement, each of the Issuer and the Co-Issuer will agree to indemnify the Placement Agent and its Affiliates against certain liabilities under the Securities Act, the Exchange Act or otherwise, insofar as such liabilities arise out of or are connected with the consummation of the transactions contemplated by the offering documents for the Notes (including the final Offering Circular and any preliminary Offering Circulars for the Notes) or the execution and delivery of, and the consummation of the transactions contemplated by, the Indenture and other Transaction Documents or to contribute to payments the Placement Agent or its Affiliates may be required to make in respect thereof. In addition, the Co-Issuers will agree to reimburse the Placement Agent for certain of its expenses incurred in connection with the closing of the transactions contemplated hereby.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold in non-offshore transactions except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

In the Placement Agency Agreement, the Placement Agent will agree to place the Notes (other than the Collateral Manager Notes), in each case in accordance with any applicable securities laws of any state of the United States and any other relevant jurisdiction (i) within the United States to, or for the benefit of, persons that are both (x)(1) Qualified Institutional Buyers or (2) solely in the case of the Class E Notes and the Subordinated Notes, Institutional Accredited Investors and (y) Qualified Purchasers (or entities owned exclusively by Qualified Purchasers), purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is both a Qualified Institutional Buyer (or, solely in the case of the Class E Notes and the Subordinated Notes, an Institutional Accredited Investor) and a Qualified Purchaser (or an entity owned exclusively by Qualified Purchasers) and (ii) outside the United States to persons that are not U.S. persons, purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is a non-U.S. Person, in offshore transactions in reliance on Regulation S.

In addition, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if the offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

No action has been taken or is being contemplated by the Issuer or the Co-Issuer, as applicable, that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Notes in any jurisdiction (other than Ireland) where, or in any other circumstances in which, action for those purposes is required. Nothing in this Offering Circular will constitute an offer to sell or a solicitation of an offer to purchase any securities in any

jurisdiction where it is unlawful to do so absent the taking of the action or the availability of an exemption therefrom. For certain restrictions on resale of the Notes, see "*Transfer Restrictions*." Because of such restrictions and the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

In order to facilitate the offering of the Notes, the Placement Agent (or persons acting on behalf of the Placement Agent) may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Placement Agent (or persons acting on behalf of the Placement Agent) may over-allot one or more Classes of the Notes in connection with the offering of the Notes, creating a short position in such Class or Classes of Notes for their own account; *provided that* such transactions may not be effected with a view to supporting the market price of the Notes at a level higher than the market price that might otherwise prevail. In addition, to cover overallotments or to stabilize the price of the Notes, the Placement Agent may bid for, and purchase, the Notes in the open market. The Placement Agent is not required to engage in any stabilization action or similar action. Any stabilization action may begin on or after the date on which adequate disclosure of the final terms of the offer of the Notes is made and, if begun, may be ended at any time, but any stabilization action must end no later than 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes.

The Notes are a new issue of securities for which there is currently no market. There can be no assurance that a secondary market for any Class of Notes will develop, or if one does develop, that it will continue. The Placement Agent has no obligation to make a market in any Class of Notes and any market making activity, if commenced, may be discontinued at any time. Accordingly, no assurance can be given as to the liquidity of or trading market for the Notes.

The Placement Agent will represent, warrant and agree in the Placement Agency Agreement that it has not made and will not make any invitation to the public in the Cayman Islands to subscribe for the Notes.

Purchasers of the 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 purchase price.

CERTAIN LEGAL INVESTMENT CONSIDERATIONS

Institutions whose investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities may be subject to restrictions on investments in the Notes. Any such institution should consult its legal advisors in determining whether and to what extent there may be restrictions on its ability to invest in the Notes. Without limiting the foregoing, any financial institution that is subject to the jurisdiction of the Comptroller of Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, any state insurance commission, or any other federal or state agencies with similar authority should review any applicable rules, guidelines and regulations prior to purchasing the Notes. Depository institutions should review and consider the applicability of the Federal Financial Institutions Examination Council Supervisory Policy Statement on Securities Activities, which has been adopted by the respective federal regulators.

None of the Co-Issuers, the Collateral Manager, the Trustee, the Collateral Administrator, the Subordinated Note Issuing and Paying Agent or the Placement Agent make any representation as to the proper characterization of the Notes for legal investment or other purposes, or as to the ability of particular investors to purchase Notes for legal investment or other purposes or as to the ability of particular investors to purchase Notes under applicable investment restrictions. The uncertainties described above (and any unfavorable future determinations concerning legal investment or financial institution regulatory characteristics of the Notes) may affect the liquidity of the Notes. Accordingly, all institutions whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult their own legal advisors in determining whether and to what extent the Notes are subject to investment, capital or other restrictions.

Without limiting the generality of the foregoing, none of the Co-Issuers, the Collateral Manager, the Trustee or the Placement Agent makes any representation as to the characterization of the Notes as a U.S. domestic or foreign (non-U.S.) investment under any state insurance code or related regulations, and they are not aware of any published precedent that addresses such characterization. The uncertainties described above (and any unfavorable future determinations concerning legal investment or financial institution regulatory characteristics of the Notes) may affect the liquidity of the Notes.

TRANSFER RESTRICTIONS

Because of the following restrictions, you are advised to consult legal counsel prior to making any offer, resale, or transfer of the Notes.

The Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Indenture and the Subordinated Note Issuing and Paying Agency Agreement, as applicable.

Without limiting the foregoing, by holding a Note, you will acknowledge and agree, among other things, that you understand that neither of the Co-Issuers is registered as an investment company under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) excepts from the provisions of the Investment Company Act those issuers who privately place their securities solely to persons who at the time of purchase are "qualified purchasers" or, in the case of the Class E Notes and the Subordinated Notes, "knowledgeable employees" with respect to the Issuer. In general terms, "**qualified purchaser**" is defined to mean, among other things, any natural person who owns not less than U.S.$5,000,000 in investments; any person who in the aggregate owns and invests on a discretionary basis, not less than U.S.$25,000,000 in investments; and trusts as to which both the settlor and the decision-making trustee are qualified purchasers (but only if such trust was not formed for the specific purpose of making such investment). In general terms, "**knowledgeable employees**" is defined to mean, among other things, executive officers, directors and certain investment professionals and employees of an issuer and its related investment manager.

Global Notes

If you are either an original purchaser or a transferee of Notes represented by an interest in a Global Note you will be deemed to have represented and agreed as follows (except as may be expressly agreed in writing between you and the Co-Issuers or the Issuer, as applicable, if you are an initial purchaser):

(i) In connection with the purchase of such Notes: (A) none of the Co-Issuers, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator or any of their respective Affiliates is acting as a fiduciary or financial or investment advisor for such beneficial owner; (B) such beneficial owner is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Co-Issuers, the Collateral Manager, the Trustee, the Collateral Administrator, the Placement Agent or any of their respective Affiliates other than any statements in this Offering Circular, and such beneficial owner has read and understands this Offering Circular (including, without limitation, the descriptions therein of the structure of the transaction in which the Notes are being issued and the risks to purchasers of the Notes); (C) such beneficial owner has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Co-Issuers, the Collateral Manager, the Trustee, (in the case of the Subordinated Notes) the Subordinated Note Issuing and Paying Agent, the Collateral Administrator, the Placement Agent or any of their respective Affiliates; (D) such beneficial owner is either (1) (in the case of a beneficial owner of an interest in a Rule 144A Global Note) both (a) a "qualified institutional buyer" (as defined under Rule 144A under the Securities Act) that is not a broker-dealer which owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan, who is purchasing the Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder and (b) a "qualified purchaser" for purposes of Section 3(c)(7) of the Investment Company Act or an entity owned or beneficially owned

exclusively by "qualified purchasers" or (2) not a "U.S. person" as defined in Regulation S and is acquiring the Notes in an offshore transaction (as defined in Regulation S) in reliance on the exemption from registration provided by Regulation S; (E) such beneficial owner is acquiring its interest in such Notes for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (F) such beneficial owner was not formed for the purpose of investing in such Notes; (G) such beneficial owner understands that the Issuer may receive a list of participants holding interests in the Notes from one or more book-entry depositories; (H) such beneficial owner will hold and transfer at least the Minimum Denomination of such Notes; (I) such beneficial owner is a sophisticated investor and is purchasing the Notes with a full understanding of all of the terms, conditions and risks thereof, and is capable of and willing to assume those risks; (J) such beneficial owner will provide notice of the relevant transfer restrictions to subsequent transferees, including that such beneficial owner may be relying on the exemption from registration under the Securities Act provided by Rule 144A thereunder; (K) none of such beneficial owner or any of its affiliates (as such term is defined in Rule 501(b) of Regulation D under the Securities Act) or any other Person acting on any of their behalf will engage, in connection with such Notes, in any form of (i) general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (ii) directed selling efforts within the meaning of Rule 902(c) of Regulation S thereunder; (L) such beneficial owner has not solicited and will not solicit offers for such Notes, and has not arranged and will not arrange commitments to purchase such Notes, except in accordance with the Indenture, (in the case of the Subordinated Notes) the Subordinated Note Issuing and Paying Agency Agreement and any applicable U.S. federal and state securities laws and the securities laws of any other jurisdiction in which such Notes have been offered and (M) if it is not a United States person, it is not acquiring any Note as part of a plan to reduce, avoid or evade U.S. federal income tax.

(ii) Each person who purchases a Note (other than an ERISA Restricted Note) or any interest therein will be required or deemed to represent, warrant and agree that (A) if such person is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such interest does not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (B) if such person is a governmental, church, non-U.S. or other plan which is subject to any Similar Law, such person's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any such Similar Law.

(iii) Each person who purchases an interest in a Regulation S Global ERISA Restricted Note or a Rule 144A Global ERISA Restricted Note in the form of a Global Note (other than a purchaser on the Closing Date of a Closing Date ERISA Note), and each subsequent transferee of a Regulation S Global ERISA Restricted Note or a Rule 144A Global ERISA Restricted Note in the form of a Global Note or an interest therein, will be deemed to represent and agree or deemed (in the case of a subsequent transferee) to have represented and agreed that for so long as it holds such Note or interest therein, such person is not, and is not acting on behalf of, a Benefit Plan Investor and is not a Controlling Person. Each Person who purchases a Closing Date ERISA Note on the Closing Date will be required to represent and warrant in writing to the Trustee (1) whether or not, for so long as it holds such Note or an interest therein, it is, or is acting on behalf of, a Benefit Plan Investor, (2) whether or not, for so long as it holds such Note or an interest therein, it is a Controlling Person and (3) that if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code. Each Person who purchases an interest in a Regulation S Global ERISA Restricted Secured Note or a Rule 144A Global ERISA Restricted Secured Note, and each subsequent transferee, will be required or deemed (as applicable) to have represented and warranted if such person is a governmental, church, non-U.S. or other plan, (1) it is not, and for so long as it holds such Regulation S Global ERISA Restricted Note or Rule 144A Global ERISA Restricted Note or interest therein will not be, subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or 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

Issuer's assets) to Similar Law, and (2) its acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any applicable Similar Law.

(iv) Each purchaser and transferee of any Note or interest therein that is a Benefit Plan Investor shall be required or deemed to represent and warrant to the Issuer, on each day from the date on which such beneficial owner acquires such Note or interest therein through and including the date on which it disposes of such Note or interest therein, and at any time when regulation 29 C.F.R. Section 2510.3-21, as modified in 2016, is applicable, that the fiduciary making the decision to invest in the Notes on its behalf (the "**Independent Fiduciary**") (a) is a bank, insurance company, registered investment adviser, broker-dealer or other person with financial expertise, in each case as described in 29 C.F.R. Section 2510.3-21(c)(1)(i); (b) is an independent plan fiduciary within the meaning of 29 C.F.R. Section 2510.3-21(c); (c) is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies; (d) is responsible for exercising independent judgment in evaluating the acquisition, holding and disposition of the Notes; and (e) neither the Benefit Plan Investor nor the Independent Fiduciary is paying or has paid any fee or other compensation to any of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator for investment advice (as opposed to other services) in connection with its acquisition or holding of the Notes. In addition, each such purchaser or transferee will be required or deemed to acknowledge and agree that the Independent Fiduciary (x) has been informed that none of the Issuer, the Co-Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Subordinated Note Issuing and Paying Agent or the Collateral Administrator, or other persons that provide marketing services, nor any of their affiliates, has provided, and none of them will provide, impartial investment advice and they are not giving any advice in a fiduciary capacity, in connection with the purchaser or transferee's acquisition or holding of the Notes and (y) has received and understands the disclosure of the existence and nature of the financial interests contained in the offering circular and related materials.

(v) Such beneficial owner understands that such Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Notes have not been and will not be registered under the Securities Act, and, if in the future such beneficial owner decides to offer, resell, pledge or otherwise transfer such Notes, such Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Indenture and the legend on such Notes, including any requirement for written certifications. In particular, such beneficial owner understands that the Notes may be transferred only to a person that is either (a) (1) (x) a "qualified purchaser" (as defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and the rules thereunder), (y) solely in the case of the Class E Notes and Subordinated Notes, a Knowledgeable Employee with respect to the Issuer or (z) an entity owned (or in the case of "qualified purchasers," beneficially owned) exclusively by one or more "qualified purchasers" or (solely in the case of the Class E Notes and Subordinated Notes) Knowledgeable Employees with respect to the Issuer and (2) either (x) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act who purchases such Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (y) solely in the case of the Class E Notes and Subordinated Notes, an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act that purchases such Notes in a non-public transaction or solely in the case of the Class E Notes and Subordinated Notes held by a Knowledgeable Employee (or an entity owned exclusively by Knowledgeable Employees), an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchases such Notes in a non-public transaction or (b) a person that is not a "U.S. person" as defined in Regulation S under the Securities Act and is acquiring the Notes in an offshore transaction (as defined in Regulation S thereunder) in reliance on the exemption from registration provided by Regulation S thereunder. Such beneficial owner acknowledges that no representation has been made as to the availability of any exemption under the Securities Act or any state securities laws for resale of such Notes. Such beneficial owner understands that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act.

(vi) Such beneficial owner is aware that, except as otherwise provided in the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable, any Notes being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Notes, and that in each case, beneficial interests therein may be held only through DTC for the respective accounts of Euroclear or Clearstream.

(vii) Such beneficial owner will provide notice to each person to whom it proposes to transfer any interest in the Notes of the transfer restrictions and representations set forth in the Indenture or the Subordinated Note Issuing and Paying Agency Agreement, as applicable and the legends on such Notes.

(viii) Such beneficial owner understands that the Issuer, the Co-Issuer, the Trustee, the Placement Agent and their respective counsel will rely upon the accuracy and truth of the foregoing representations and agreements, and such beneficial owner hereby consents to such reliance.

In addition, if you purchase an interest in an ERISA Restricted Note from the Issuer on the Closing Date, you will be required to provide the Placement Agent or the Issuer with an investor application form containing representations substantially similar to those set forth in Annex A-1 or Annex A-3 (as applicable) and Annex A-2 hereto (in a form acceptable to the Placement Agent).

ERISA Restricted Certificated Notes

If you are a purchaser or transferee of an ERISA Restricted Certificated Note, no such purchase or transfer will be recorded or otherwise recognized unless you have provided the Trustee (or, in the case of the Subordinated Notes, the Subordinated Note Issuing and Paying Agent) with certificates substantially in the form of Annex A-3 (or, in the case of the Subordinated Notes, Annex A-1) and Annex A-2 hereto. In addition, if you are an original purchaser of an ERISA Restricted Certificated Note, you will be deemed to have represented and agreed to the provisions set forth in clauses (i) through (vii) under "*Global Notes*" above; *provided* that you will not be deemed to have made the representation set forth in sub-clause (i)(D) under "*Global Notes*" above but will be deemed to have represented that you are both (a) either (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that is not a broker-dealer which owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan, who is purchasing the ERISA Restricted Certificated Note in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (ii) an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) that purchases such ERISA Restricted Certificated Note in a non-public transaction or solely in the case of Notes held by a Knowledgeable Employee (or an entity owned exclusively by Knowledgeable Employees), an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchases such ERISA Restricted Certificated Note in a non-public transaction and (b) (i) a "qualified purchaser" for purposes of Section 3(c)(7) of the Investment Company Act, (ii) a Knowledgeable Employee with respect to the Issuer, as defined in Rule 3c-5 promulgated under the Investment Company Act or (iii) an entity owned (or in the case of "qualified purchasers," beneficially owned) exclusively by "qualified purchasers" or Knowledgeable Employees with respect to the Issuer.

Additional Restrictions

No transfer of any ERISA Restricted Note (or interest therein) will be effective, and neither the Trustee nor the Subordinated Note Issuing and Paying Agent, as applicable will recognize any such transfer, if it may result in 25% or more of the value of the relevant ERISA Restricted Notes Class being held by Benefit Plan Investors (the "**25% Limitation**"). For purposes of this determination, the value of Notes held by the Placement Agent, the Trustee, the Collateral Manager and certain of their Affiliates (other than those interests held by a Benefit Plan Investor) or a Person (other than a Benefit Plan Investor) who is a Controlling Person is disregarded and each of the Class E Notes and the Subordinated Notes will be treated as a separate ERISA Restricted Notes Class. If you are a Benefit Plan Investor or a Controlling Person, you may not acquire Regulation S Global ERISA Restricted Notes or Rule 144A

Global ERISA Restricted Notes or any interest therein, except with respect to Closing Date ERISA Notes purchased on the Closing Date. See "*Certain ERISA and Related Considerations*."

Each purchaser and subsequent transferee of ERISA Restricted Notes will be required or deemed to represent that such purchaser or subsequent transferee, as applicable, is not an Affected Bank. If you are a purchaser or transferee of Certificated Subordinated Notes or ERISA Restricted Certificated Notes after the Closing Date, you will be required to provide the Issuer and the Trustee (or the Subordinated Note Issuing and Paying Agent, as applicable) written certification by the delivery of a certificate in the form of Annex A-2 hereto as to whether you are an Affected Bank. If you purchase an interest in an ERISA Restricted Note from the Issuer on the Closing Date, you will be required to provide the Issuer or the Placement Agent with an investor application form containing representations substantially similar to those set forth in Annex A-2 hereto (in a form acceptable to the Placement Agent) as to whether you are an Affected Bank. Each purchaser and subsequent transferee of Regulation S Global ERISA Restricted Notes or Rule 144A Global ERISA Restricted Notes will be deemed to represent that such purchaser or subsequent transferee, as applicable, is not an Affected Bank. No transfer of any ERISA Restricted Note to an Affected Bank will be effective, and no such transfer will be recognized, unless such transfer is specifically authorized by the Issuer in writing; *provided* that the Issuer shall authorize any such transfer if (x) such transfer would not cause an Affected Bank, directly or in conjunction with its affiliates, to own more than 33-1/3% of the Aggregate Outstanding Amount of any ERISA Restricted Notes Class, or (y) the transferor is an Affected Bank previously approved by the Issuer. "**Affected Bank**" means a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that is not (a) a United States person (within the meaning of Section 7701(a)(30) of the Code), (b) entitled to the benefits of an income tax treaty with the United States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0%, or (c) exempt from U.S. federal withholding tax due its income being effectively connected with a trade or business in the United States.

Each holder of a Secured Note (and any interest therein) will be deemed to have represented and agreed to treat the Notes as indebtedness for U.S. federal, state and local income and franchise tax purposes; *provided* that this shall not prevent such holder from making a "protective qualified electing fund" election with respect to any Class E Note.

Each holder of a Subordinated Note (and any interest therein) will be deemed to have represented and agreed to treat such Notes as equity for U.S. federal, state and local income and franchise tax purposes.

If any purchaser, beneficial owner or subsequent transferee of a Subordinated Note (or any interest therein) acquires more than 50% of the Subordinated Notes, by fair market value, or it is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury Regulations Section 1.1471-5(i)), it will agree, or will be deemed to agree, to (i) cause any member of such expanded affiliated group (assuming that the Issuer is a "participating FFI" within the meaning of Treasury Regulations Section 1.1471-5(f)(1)) that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code (and any Treasury Regulations promulgated thereunder) to be a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury Regulations Section 1.1471-4(e), and (ii) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code (and any Treasury Regulations promulgated thereunder) is not also a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e), in each case except to the extent that the Issuer or its agents have provided such purchaser, beneficial owner and subsequent transferee with an express waiver of this provision.

Each holder and beneficial owner of a Note, by acceptance of such Note or an interest in such Note, shall be deemed to understand and acknowledge that failure to provide the Issuer (and its agents) with the properly completed and signed applicable tax certifications (generally, in the case of U.S. federal income tax, an Internal Revenue Service Form W-9 (or applicable successor form) in the case of a United States person or the applicable Internal Revenue Service Form W-8 (or applicable successor form) in the case of a Person that is not a United States person) or the failure to meet its Noteholder Reporting Obligations may result in withholding from payments in respect of such Note, including U.S. federal withholding or backup withholding.

Each purchaser, beneficial owner and subsequent transferee of a Note or interest therein, by acceptance of such Note or an interest in such Note, shall be deemed to have agreed to provide all information necessary to comply with

the Noteholder Reporting Obligations. Each purchaser and subsequent transferee of an interest in a Note will be required or deemed to understand and acknowledge that the Issuer has the right, hereunder, to (i) withhold on any payments on the Notes for taxes imposed under the Tax Account Reporting Rules and (ii) compel any Noteholder or beneficial owner of an interest in a Note that fails to comply with the foregoing requirements or whose ownership of the Notes may preclude the Issuer's Tax Account Reporting Rules Compliance to sell its interest in such Note, or may sell such interest on behalf of such owner.

Each holder of any ERISA Restricted Note (and any interest therein) that is not a United States person will make, or by acquiring a Note or an interest in any Note will be deemed to make, a representation to the effect that (i) either (a) it is not a bank (or an entity affiliated with a bank) extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business (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 United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States, or (c) it has provided an Internal Revenue Service Form W-8ECI representing that all payments received or to be received by it on the Notes are effectively connected with the conduct of a trade or business in the United States, and (ii) it is not purchasing any Note or an interest in any Note in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of Treasury Regulation Section 1.881-3.

Each holder of any Note (and any interest therein) will indemnify the Issuer, the Trustee, and their respective agents from any and all damages, cost and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the failure by such holder to comply with Tax Account Reporting Rules or its obligations under the Notes. The indemnification will continue with respect to any period during which the holder held any Note (and any interest therein), notwithstanding the holder ceasing to be a holder of the Note.

To the extent required by the Issuer, as determined by the Issuer or the Collateral Manager on behalf of the Issuer, the Issuer may, upon notice to the Subordinated Note Issuing and Paying Agent, impose additional transfer restrictions on the Subordinated Notes to comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and other similar laws or regulations, including, without limitation, requiring each transferee of a Subordinated Note, as applicable, to make representations to the Issuer in connection with such compliance.

Legends

Each purchaser and each transferee of a Note (or beneficial owner) shall be deemed to understand and agree that the Notes will bear a legend substantially to the effect set forth below. Each such purchaser and transferee shall be deemed to make any representations, warranties and agreements set forth in such legend.

> THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO A PERSON THAT IS [EITHER (I)][2] BOTH (1) A "QUALIFIED PURCHASER" (WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT") AND THE RULES THEREUNDER) OR AN ENTITY BENEFICIALLY OWNED EXCLUSIVELY BY QUALIFIED PURCHASERS AND (2) [EITHER (X)][3] A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON THE EXEMPTION FROM SECURITIES ACT REGISTRATION PROVIDED BY SUCH RULE THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN REFERRED TO IN PARAGRAPH (A)(1)(i)(D) OR (A)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (A)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE

[2]Insert only in the case of the ERISA Restricted Notes.
[3]Insert only in the case of the ERISA Restricted Notes.

BENEFICIARIES OF THE PLAN [OR (Y) AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1)-(3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT][4] [OR (II) A "KNOWLEDGEABLE EMPLOYEE" (WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT) WITH RESPECT TO THE ISSUER (OR AN ENTITY BENEFICIALLY OWNED EXCLUSIVELY BY KNOWLEDGEABLE EMPLOYEES WITH RESPECT TO THE ISSUER) THAT IS ALSO AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT)][5] OR (B) TO A PERSON THAT IS NOT A "U.S. PERSON" (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND IN EACH CASE IN COMPLIANCE WITH THE CERTIFICATION AND OTHER REQUIREMENTS SPECIFIED IN THE [INDENTURE][6] [SUBORDINATED NOTE ISSUING AND PAYING AGENCY AGREEMENT][7] REFERRED TO HEREIN AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAW OF ANY APPLICABLE JURISDICTION. THE [CO-ISSUERS OF THIS NOTE HAVE NOT][8] [ISSUER OF THIS NOTE HAS NOT][9] BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT.

THE ISSUER HAS THE RIGHT, UNDER THE [INDENTURE][10] [SUBORDINATED NOTE ISSUING AND PAYING AGENCY AGREEMENT][11], TO COMPEL ANY BENEFICIAL OWNER OF AN INTEREST IN THIS NOTE THAT IS A U.S. PERSON AND IS NOT [EITHER (I)][12] BOTH (A) A "QUALIFIED PURCHASER" (WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT) OR AN ENTITY BENEFICIALLY OWNED EXCLUSIVELY BY QUALIFIED PURCHASERS AND (B) [EITHER (X)][13] A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) [OR (Y) AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a)(1)-(3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT)][14] [OR (II) A "KNOWLEDGEABLE EMPLOYEE" (WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT) WITH RESPECT TO THE ISSUER (OR AN ENTITY BENEFICIALLY OWNED EXCLUSIVELY BY KNOWLEDGEABLE EMPLOYEES WITH RESPECT TO THE ISSUER) THAT IS ALSO AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT)][15] TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER. [THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY HOLDER WHICH DOES NOT CONSENT TO A RE-PRICING WITH RESPECT TO THIS NOTE PURSUANT TO THE TERMS OF THE INDENTURE TO SELL ITS INTEREST IN THE NOTE OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH HOLDER.][16]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR ANY INTEREST HEREIN WILL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT THAT (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (AS DEFINED BELOW), ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR ANY INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME

[4]Insert only in the case of the ERISA Restricted Notes.
[5]Insert only in the case of the ERISA Restricted Notes.
[6]Insert only in the case of the Secured Notes.
[7]Insert only in the case of the Subordinated Notes.
[8]Insert only in the case of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.
[9]Insert only in the case of the ERISA Restricted Notes.
[10]Insert only in the case of the Secured Notes.
[11]Insert only in the case of the Subordinated Notes.
[12]Insert only in the case of the ERISA Restricted Notes.
[13]Insert only in the case of the ERISA Restricted Notes.
[14]Insert only in the case of the ERISA Restricted Notes.
[15]Insert only in the case of the ERISA Restricted Notes.
[16]Insert only in the case of the Secured Notes (other than the Class A Notes and the Class B Notes).

SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SUCH SIMILAR LAW. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN 29 C.F.R. SECTION 2510.3-101 AND SECTION 3(42) OF ERISA AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO PART 4, SUBTITLE B OF TITLE I OF ERISA, (B) A PLAN AS DEFINED IN SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY OR ACCOUNT WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY. THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY BENEFICIAL OWNER OF A SECURED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING TO SELL ITS INTEREST IN SUCH NOTE, OR MAY SELL SUCH INTERESTS ON BEHALF OF SUCH OWNER.][17]

[THIS NOTE IS AN ERISA RESTRICTED NOTE. EACH [PURCHASER OR TRANSFEREE OF THIS ERISA RESTRICTED CERTIFICATED NOTE][18] [PURCHASER OF THIS ERISA RESTRICTED NOTE REPRESENTED BY A GLOBAL NOTE THAT IS A CLOSING DATE ERISA NOTE][19] WILL BE REQUIRED TO (I) REPRESENT AND WARRANT IN WRITING TO THE [TRUSTEE][20] [SUBORDINATED NOTE ISSUING AND PAYING AGENT][21] (1) 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 (AS DEFINED BELOW), (2) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING PERSON (AS DEFINED BELOW) AND (3) THAT (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR (B) IF IT IS A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, (X) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN THIS NOTE (OR INTEREST HEREIN) 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 SIMILAR LAW (AS DEFINED BELOW) AND (Y) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), AND (II)

[17]Insert only in the case of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.
[18]Insert only in the case of ERISA Restricted Certificated Notes.
[19]Insert only in the case of ERISA Restricted Notes that are Global Notes that are Closing Date ERISA Notes.
[20]Insert only in the case of the Class E Notes.
[21]Insert only in the case of the Subordinated Notes.

AGREE TO CERTAIN TRANSFER RESTRICTIONS REGARDING ITS INTEREST IN THIS NOTE. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN 29 C.F.R. SECTION 2510.3-101 AND SECTION 3(42) OF ERISA AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO PART 4, SUBTITLE B OF TITLE I OF ERISA, (B) A PLAN AS DEFINED IN SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY OR ACCOUNT WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY. "CONTROLLING PERSON" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "AFFILIATE" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON.

[THIS NOTE IS AN ERISA RESTRICTED NOTE. EACH PURCHASER OR TRANSFEREE OF THIS ERISA RESTRICTED NOTE THAT IS A POST-CLOSING ERISA NOTE REPRESENTED BY A GLOBAL NOTE WILL BE REQUIRED OR DEEMED TO (I) REPRESENT AND WARRANT (1) THAT IT IS NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, AND IS NOT ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (AS DEFINED ABOVE) OR A CONTROLLING PERSON (AS DEFINED ABOVE) AND (2) THAT IF IT IS A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, (X) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN THIS NOTE (OR INTEREST HEREIN) 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 SIMILAR LAW (AS DEFINED BELOW) AND (Y) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE STATE, LOCAL, FEDERAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW") AND (II) AGREE TO CERTAIN TRANSFER RESTRICTIONS REGARDING ITS INTEREST IN THIS NOTE.][22]

THE ISSUER HAS THE RIGHT TO COMPEL ANY BENEFICIAL OWNER OF AN ERISA RESTRICTED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION OR A BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25% LIMITATION TO SELL ITS INTEREST IN THE ERISA RESTRICTED NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.][23]

EACH PURCHASER AND TRANSFEREE OF THIS NOTE OR INTEREST HEREIN THAT IS A BENEFIT PLAN INVESTOR SHALL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT TO THE ISSUER, ON EACH DAY FROM THE DATE ON WHICH SUCH

[22]Insert only in the case of the ERISA Restricted Notes that are Global Notes.
[23]Insert only in the case of the ERISA Restricted Notes.

BENEFICIAL OWNER ACQUIRES THIS NOTE OR INTEREST HEREIN THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE OR INTEREST HEREIN, AND AT ANY TIME WHEN REGULATION 29 C.F.R. SECTION 2510.3-21, AS MODIFIED IN 2016, IS APPLICABLE, THAT THE FIDUCIARY MAKING THE DECISION TO INVEST IN THIS NOTE ON ITS BEHALF (THE "INDEPENDENT FIDUCIARY") (A) IS A BANK, INSURANCE COMPANY, REGISTERED INVESTMENT ADVISER, BROKER-DEALER OR OTHER PERSON WITH FINANCIAL EXPERTISE, IN EACH CASE AS DESCRIBED IN 29 C.F.R. SECTION 2510.3-21(C)(1)(I); (B) IS AN INDEPENDENT PLAN FIDUCIARY WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3- 21(C); (C) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO PARTICULAR TRANSACTIONS AND INVESTMENT STRATEGIES; (D) IS RESPONSIBLE FOR EXERCISING INDEPENDENT JUDGMENT IN EVALUATING THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE; AND (E) NEITHER THE BENEFIT PLAN INVESTOR NOR THE INDEPENDENT FIDUCIARY IS PAYING OR HAS PAID ANY FEE OR OTHER COMPENSATION TO ANY OF THE ISSUER, THE CO-ISSUER, THE COLLATERAL MANAGER, THE PLACEMENT AGENT, THE TRUSTEE, THE SUBORDINATED NOTE ISSUING AND PAYING AGENT OR THE COLLATERAL ADMINISTRATOR FOR INVESTMENT ADVICE (AS OPPOSED TO OTHER SERVICES) IN CONNECTION WITH ITS ACQUISITION OR HOLDING OF THIS NOTE. IN ADDITION, EACH SUCH PURCHASER OR TRANSFEREE WILL BE REQUIRED OR DEEMED TO ACKNOWLEDGE AND AGREE THAT THE INDEPENDENT FIDUCIARY (X) HAS BEEN INFORMED THAT NONE OF THE ISSUER, THE CO-ISSUER, THE COLLATERAL MANAGER, THE PLACEMENT AGENT, THE TRUSTEE, THE SUBORDINATED NOTE ISSUING AND PAYING AGENT OR THE COLLATERAL ADMINISTRATOR, OR OTHER PERSONS THAT PROVIDE MARKETING SERVICES, NOR ANY OF THEIR AFFILIATES, HAS PROVIDED, AND NONE OF THEM WILL PROVIDE, IMPARTIAL INVESTMENT ADVICE AND THEY ARE NOT GIVING ANY ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASER OR TRANSFEREE'S ACQUISITION OR HOLDING OF THIS NOTE AND (Y) HAS RECEIVED AND UNDERSTANDS THE DISCLOSURE OF THE EXISTENCE AND NATURE OF THE FINANCIAL INTERESTS CONTAINED IN THE OFFERING CIRCULAR AND RELATED MATERIALS.

[ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), NEW YORK, NEW YORK, TO THE [ISSUER OR ITS][24] [CO-ISSUERS OR THEIR][25] AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.][26]

Additionally, the Secured Notes will bear a legend substantially to the following effect unless the Issuer determines otherwise in compliance with applicable law:

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.

[24]Insert only in the case of the ERISA Restricted Notes.
[25]Insert only in the case of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.
[26]Insert only in the case of the Global Notes.

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.

EACH HOLDER OF THIS NOTE (AND ANY INTEREST THEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND AGREED TO TREAT THE NOTES AS INDEBTEDNESS FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES; [*PROVIDED* THAT THIS SHALL NOT PREVENT SUCH HOLDER FROM MAKING A "PROTECTIVE QUALIFIED ELECTING FUND" ELECTION WITH RESPECT TO ANY CLASS E NOTE.][27]

EACH HOLDER OF A NOTE (AND ANY INTEREST THEREIN) WILL (I) PROVIDE THE ISSUER AND ITS AGENTS WITH ANY CORRECT, COMPLETE AND ACCURATE INFORMATION THAT THE ISSUER MAY BE REQUIRED TO REQUEST TO COMPLY WITH TAX ACCOUNT REPORTING RULES AND WILL TAKE ANY OTHER ACTIONS THAT THE ISSUER OR ITS AGENTS DEEM NECESSARY TO COMPLY WITH TAX ACCOUNT REPORTING RULES AND (II) UPDATE ANY SUCH INFORMATION PROVIDED IN CLAUSE (I) PROMPTLY UPON LEARNING THAT ANY SUCH INFORMATION PREVIOUSLY PROVIDED HAS BECOME OBSOLETE OR INCORRECT OR IS OTHERWISE REQUIRED. IN THE EVENT THE HOLDER FAILS TO PROVIDE SUCH INFORMATION, TAKE SUCH ACTIONS OR UPDATE SUCH INFORMATION, (A) THE ISSUER IS AUTHORIZED TO WITHHOLD AMOUNTS OTHERWISE DISTRIBUTABLE TO THE HOLDER IF REQUIRED TO DO SO, AND/OR AS COMPENSATION FOR ANY COST, LOSS OR LIABILITY SUFFERED AS A RESULT OF SUCH FAILURE AND (B) THE ISSUER WILL HAVE THE RIGHT TO COMPEL THE HOLDER TO SELL ITS NOTES OR, IF SUCH HOLDER DOES NOT SELL ITS NOTES WITHIN 30 DAYS AFTER NOTICE FROM THE ISSUER, TO SELL SUCH NOTES IN THE SAME MANNER AS IF SUCH HOLDER WERE A NON-PERMITTED HOLDER, AND TO REMIT THE NET PROCEEDS OF SUCH SALE (TAKING INTO ACCOUNT ANY TAXES INCURRED IN CONNECTION WITH SUCH SALE) TO THE HOLDER AS PAYMENT IN FULL FOR SUCH NOTES. EACH SUCH HOLDER AGREES, OR BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO AGREE, THAT THE ISSUER MAY PROVIDE SUCH INFORMATION AND ANY OTHER INFORMATION REGARDING ITS INVESTMENT IN THE NOTES TO THE U.S. INTERNAL REVENUE SERVICE, THE CAYMAN ISLANDS TAX INFORMATION AUTHORITY OR OTHER RELEVANT GOVERNMENTAL AUTHORITY.

In addition, the Class C Notes, Class D Notes and Class E Notes will bear a legend substantially to the following effect unless the Issuer determines otherwise in compliance with applicable law:

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 WRITING TO THE ISSUER.

In addition to each of the applicable legends above, the Subordinated Notes will bear a legend substantially to the effect set forth below and each purchaser and each transferee of a Subordinated Note (or beneficial interest therein) shall be deemed to understand and agree that the Subordinated Notes will bear such legend. Each such purchaser and transferee shall be deemed to make any representations, warranties and agreements set forth in such legend.

DISTRIBUTIONS TO THE HOLDER OF THE SUBORDINATED NOTES REPRESENTED HEREBY ARE SUBORDINATED TO THE PAYMENT ON EACH PAYMENT DATE OF

[27]Insert in the case of the Class E Notes.

PRINCIPAL OF AND INTEREST ON THE SECURED NOTES OF THE ISSUER AND THE PAYMENT OF CERTAIN OTHER AMOUNTS, TO THE EXTENT AND AS DESCRIBED IN THE INDENTURE.

EACH HOLDER OF THIS NOTE (AND ANY INTEREST THEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND AGREED TO TREAT THE NOTES AS EQUITY FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES.

EACH HOLDER OF A NOTE (AND ANY INTEREST THEREIN) WILL (I) PROVIDE THE ISSUER AND ITS AGENTS WITH ANY CORRECT, COMPLETE AND ACCURATE INFORMATION THAT THE ISSUER MAY BE REQUIRED TO REQUEST TO COMPLY WITH TAX ACCOUNT REPORTING RULES AND WILL TAKE ANY OTHER ACTIONS THAT THE ISSUER OR ITS AGENTS DEEM NECESSARY TO COMPLY WITH TAX ACCOUNT REPORTING RULES AND (II) UPDATE ANY SUCH INFORMATION PROVIDED IN CLAUSE (I) PROMPTLY UPON LEARNING THAT ANY SUCH INFORMATION PREVIOUSLY PROVIDED HAS BECOME OBSOLETE OR INCORRECT OR IS OTHERWISE REQUIRED. IN THE EVENT THE HOLDER FAILS TO PROVIDE SUCH INFORMATION, TAKE SUCH ACTIONS OR UPDATE SUCH INFORMATION, (A) THE ISSUER IS AUTHORIZED TO WITHHOLD AMOUNTS OTHERWISE DISTRIBUTABLE TO THE HOLDER IF REQUIRED TO DO SO, AND/OR AS COMPENSATION FOR ANY COST, LOSS OR LIABILITY SUFFERED AS A RESULT OF SUCH FAILURE AND (B) THE ISSUER WILL HAVE THE RIGHT TO COMPEL THE HOLDER TO SELL ITS NOTES OR, IF SUCH HOLDER DOES NOT SELL ITS NOTES WITHIN 30 DAYS AFTER NOTICE FROM THE ISSUER, TO SELL SUCH NOTES IN THE SAME MANNER AS IF SUCH HOLDER WERE A NON-PERMITTED HOLDER, AND TO REMIT THE NET PROCEEDS OF SUCH SALE (TAKING INTO ACCOUNT ANY TAXES INCURRED IN CONNECTION WITH SUCH SALE) TO THE HOLDER AS PAYMENT IN FULL FOR SUCH NOTES. EACH SUCH HOLDER AGREES, OR BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO AGREE, THAT THE ISSUER MAY PROVIDE SUCH INFORMATION AND ANY OTHER INFORMATION REGARDING ITS INVESTMENT IN THE NOTES TO THE U.S. INTERNAL REVENUE SERVICE, THE CAYMAN ISLANDS TAX INFORMATION AUTHORITY OR OTHER RELEVANT GOVERNMENTAL AUTHORITY.

EACH HOLDER OF THIS NOTE (AND ANY INTEREST THEREIN) THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(a)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT (I) EITHER (A) IT IS NOT A BANK (OR AN ENTITY AFFILIATED WITH A BANK) EXTENDING CREDIT PURSUANT TO A LOAN AGREEMENT ENTERED INTO IN THE ORDINARY COURSE OF ITS TRADE OR BUSINESS (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 UNITED STATES THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE UNITED STATES, OR (C) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8ECI REPRESENTING THAT ALL PAYMENTS RECEIVED OR TO BE RECEIVED BY IT ON THE NOTES ARE EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE UNITED STATES, AND (II) IT IS NOT PURCHASING THIS NOTE OR AN INTEREST IN THIS NOTE IN ORDER TO REDUCE ITS U.S. FEDERAL INCOME TAX LIABILITY PURSUANT TO A TAX AVOIDANCE PLAN WITHIN THE MEANING OF TREASURY REGULATION SECTION 1.881-3.

Non-Permitted Holder/Non-Permitted ERISA Holder

If (x) any U.S. person that is not (i) a Qualified Institutional Buyer and (ii) a Qualified Purchaser (or an entity beneficially owned exclusively by Qualified Purchasers) or that does not have an exemption available under the Securities Act and the Investment Company Act shall become the holder or beneficial owner of an interest in any Secured Note, (y) any U.S. person that is not either (i) (A) a Qualified Institutional Buyer or an Institutional Accredited Investor and (B) a Qualified Purchaser (or an entity owned or beneficially owned exclusively by Qualified Purchasers) or (ii) (A) an Accredited Investor and (B) a Knowledgeable Employee with respect to the Issuer (or an entity owned or beneficially owned exclusively by Knowledgeable Employees) or that does not have an exemption available under the Securities Act and the Investment Company Act shall become the holder or beneficial owner of a Class E Note or a Subordinated Note or (z) any holder of Notes shall fail to comply with the Noteholder Reporting Obligations or whose ownership of the Notes may otherwise preclude the Issuer's Tax Account Reporting Rules Compliance (any such person, a "**Non-Permitted Holder**"), the Issuer shall, promptly after discovery that such person is a Non-Permitted Holder by the Issuer, the Co-Issuer, the Trustee or the Subordinated Note Issuing and Paying Agent (or upon notice to the Issuer from the Trustee or the Subordinated Note Issuing and Paying Agent if it obtains actual knowledge or by the Co-Issuer if it makes the discovery (who, in each case, agree to notify the Issuer of such discovery, if any)), send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest to a person that is not a Non-Permitted Holder within 30 days after the date of such notice. If such Non-Permitted Holder fails to so transfer its Notes, the Issuer or the Collateral Manager acting for the Issuer shall have the right, without further notice to the Non-Permitted Holder, to sell such Notes or interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted Holder on such terms as the Issuer may choose. The Issuer or the Collateral Manager acting on behalf of the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and selling such Notes to the highest such bidder; *provided* that the Collateral Manager, its Affiliates and accounts, funds, clients or portfolios established and controlled by the Collateral Manager shall be entitled to bid in any such sale (to the extent any such entity is not a Non-Permitted Holder and such bid or resulting acquisition would not result in a non-exempt prohibited transaction or violation of Similar Law). However, the Issuer or the Collateral Manager may select a purchaser by any other means determined by it in its sole discretion. The holder of each Note, as applicable, the Non-Permitted Holder and each other person in the chain of title from the holder to the Non-Permitted Holder, by its acceptance of an interest in the Notes agrees to cooperate with the Issuer and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted Holder. The terms and conditions of any sale shall be determined in the sole discretion of the Issuer, and none of the Issuer, the Co-Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent, the applicable registrar pursuant to the Indenture or the Collateral Manager 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.

If a Non-Permitted ERISA Holder shall become the beneficial owner of a Note, the Issuer shall, promptly after discovery that such person is a Non-Permitted ERISA Holder by the Issuer (or upon notice to the Issuer from the Trustee or the Subordinated Note Issuing and Paying Agent if it obtains actual knowledge or the Co-Issuer if it makes the discovery), send notice to such Non-Permitted ERISA Holder demanding that such Non-Permitted ERISA Holder transfer its interest to a person that is not a Non-Permitted ERISA Holder (and that is otherwise eligible to hold such Notes or an interest therein) within 10 days after the date of such notice. If such Non-Permitted ERISA Holder fails to so transfer its Notes, the Issuer or the Collateral Manager acting for the Issuer shall have the right, without further notice to the Non-Permitted ERISA Holder, to sell such Non-Permitted ERISA Holder's interest in such Notes, as applicable, to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder (and that is otherwise eligible to hold such Notes or an interest therein) on such terms as the Issuer may choose. The Issuer, or the Collateral Manager acting on behalf of the Issuer, may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and sell such Notes to the highest such bidder; *provided* that the Collateral Manager, its Affiliates and accounts, funds, clients or portfolios established and controlled by the Collateral Manager shall be entitled to bid in any such sale (to the extent any such entity is not a Non-Permitted ERISA Holder). However, the Issuer or the Collateral Manager may select a purchaser by any other means determined by it in its sole discretion. The holder of each Note, the Non-Permitted ERISA Holder and each other person in the chain of title from the holder to the Non-Permitted ERISA Holder, by its acceptance of an interest in the Notes, agrees to cooperate with the Issuer, the Collateral Manager and the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted ERISA Holder. The terms and conditions of any sale under this sub-section shall be determined in

the sole discretion of the Issuer, and none of the Issuer, the Co-Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent, the applicable registrar pursuant to the Indenture or the Collateral Manager 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.

Cayman Islands placement provisions

The Placement Agent has agreed that it has not made and will not make any invitation to the public in the Cayman Islands whether direct or indirect to subscribe for the Notes.

LISTING AND GENERAL INFORMATION

Application has been made to the Irish Stock Exchange for the Notes (excluding the Class X Notes) to be admitted to the Official List and trading on its Global Exchange Market. There can be no assurance that such listing will be maintained.

Maples and Calder is acting solely in its capacity as listing agent for the Issuer (and not on its own behalf) in connection with the application to the Irish Stock Exchange.

For the term of the Notes, copies of the Memorandum of Association and Articles of Association of the Issuer, the Certificate of Incorporation and By-laws of the Co-Issuer, the Indenture, the Collateral Management Agreement, the Subordinated Note Issuing and Paying Agency Agreement and the Collateral Administration Agreement will be available in electronic form for inspection at the principal office of the Issuer and the offices of the Trustee at 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust – AMMC CLO 21, Limited, and copies thereof may be obtained upon request.

Since incorporation and as of the date hereof, neither the Issuer nor the Co-Issuer has commenced trading, established any accounts or declared any dividends, except for the transactions described herein. Neither the Issuer nor the Co-Issuer has any loan capital (including term loans) outstanding or created but unissued, or any outstanding mortgages, charges, or other borrowings or indebtedness in the nature of borrowing, including bank overdrafts and liabilities under acceptance credits, hire purchase agreements, guarantee or other contingent liabilities, other than the Notes and other transactions described herein.

Neither of the Co-Issuers is, or has since incorporation been, involved in any legal, governmental or arbitration proceedings which may have or have had a significant effect on the financial positions or profitability of the Co-Issuers nor, so far as either Co-Issuer is aware, are any such legal, governmental or arbitration proceedings involving it pending or threatened.

The issuance by the Issuer of the Notes has been authorized by the board of directors of the Issuer by resolutions passed on or about the Closing Date and the issuance by the Co-Issuer of the Co-Issued Notes has been authorized by the manager of the Co-Issuer by resolutions passed on the Closing Date.

The Issuer is not required by Cayman Islands law, and the Issuer does not intend, to publish annual reports and accounts, nor has it done so as of the date hereof. The Co-Issuer is not required by Delaware State law, and the Co-Issuer does not intend, to publish annual reports and accounts, nor has it done so as of the date hereof. The Indenture, however, requires the Issuer to provide the Trustee with written confirmation, on an annual basis, that to the best of its knowledge following review of the activities of the prior year, no Event of Default has occurred and in continuing or, if one has, specifying the same. The Co-Issuers do not intend to provide to the public post-issuance transaction information regarding the securities to be admitted to trading or the performance of the underlying collateral.

As of the date of this Offering Circular, the Rating Agencies are not established in the European Union and are not registered under Regulation (EC) No. 1060/2009 (the "**CRA Regulation**"). In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before June 7, 2010 which has submitted a successful application for registration in accordance with the CRA Regulation.

No website mentioned in this Offering Circular forms part of the document.

The Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Notes, have been accepted for clearance through Clearstream and Euroclear. The Notes sold to persons that are Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by Rule 144A Global Notes have been accepted for clearance through DTC. The

CUSIP Numbers, Common Codes and International Securities Identification Numbers (ISIN) for the Notes are as follows:

Rule 144A			
	Common Code	**CUSIP**	**ISIN**
Class X Notes	169133972	00178LAA7	US00178LAA70
Class A Notes	169013365	00178LAB5	US00178LAB53
Class B Notes	169013551	00178LAC3	US00178LAC37
Class C Notes	169013578	00178LAD1	US00178LAD10
Class D Notes	169013560	00178LAE9	US00178LAE92
Class E Notes	169013586	00179TAA9	US00179TAA97
Subordinated Notes	169133930	00179TAB7	US00179TAB70

Regulation S			
	Common Code	**CUSIP**	**ISIN**
Class X Notes	169133956	G0339VAA4	USG0339VAA47
Class A Notes	169013608	G0339VAB2	USG0339VAB20
Class B Notes	169013594	G0339VAC0	USG0339VAC03
Class C Notes	169013616	G0339VAD8	USG0339VAD85
Class D Notes	169013632	G0339VAE6	USG0339VAE68
Class E Notes	169013624	G0339XAA0	USG0339XAA03
Subordinated Notes	169133913	G0339XAB8	USG0339XAB85

LEGAL MATTERS

Certain matters with respect to Cayman Islands law will be passed upon for the Issuer by Maples and Calder. Certain legal matters with respect to the Notes, the Co-Issuers and the Collateral Manager will be passed upon by Keating Muething & Klekamp PLL. Allen & Overy LLP will act as counsel to the Placement Agent as to United States law.

GLOSSARY OF THE DEFINED TERMS

"**Accredited Investor**" has the meaning set forth in Rule 501(a) under the Securities Act.

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

(a) the Aggregate Principal Balance of the Collateral Obligations (other than any Defaulted Obligations, Long-Dated Obligations, Discount Obligations and Deferring Obligations); *plus*

(b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein), in each case, representing Principal Proceeds; *plus*

(c) the lesser of (i) the S&P Collateral Value and (ii) the Moody's Collateral Value of all Defaulted Obligations and Deferring Obligations; *provided* that the Adjusted Collateral Principal Amount will be zero for any Defaulted Obligation which the Issuer has owned for more than three years during which such Collateral Obligation was at all times a Defaulted Obligation; *plus*

(d) the aggregate, for each Discount Obligation, of the purchase price thereof (expressed as a percentage) (excluding accrued interest and any syndication or upfront fees paid to the Issuer, but including, at the discretion of the Collateral Manager (with notice to the Trustee and the Collateral Administrator), the amount of any related transaction costs (including assignment fees) paid by the Issuer to the seller of the Collateral Obligation) *multiplied by* its outstanding par amount, expressed as a dollar amount; *plus*

(e) an amount equal to 70% of the Aggregate Principal Balance of all Long-Dated Obligations; *minus*

(f) the Excess CCC/Caa Adjustment Amount;

provided that, with respect to any Collateral Obligation that satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation, Deferring Obligation, Long-Dated Obligation or any asset that falls into the Excess CCC/Caa Adjustment Amount, such Collateral Obligation shall, for the purposes of this definition, be treated as belonging to the category of Collateral Obligations which results in the lowest Adjusted Collateral Principal Amount on any date of determination.

"**Adjusted Weighted Average Moody's Rating Factor**" means, as of any date of determination, a number equal to the Weighted Average Moody's Rating Factor determined in the following manner: for purposes of determining a Moody's Default Probability Rating, Moody's Rating or Moody's Derived Rating in connection with determining the Weighted Average Moody's Rating Factor for purposes of this definition, the last paragraph of the definition of each of "Moody's Default Probability Rating," "Moody's Rating" and "Moody's Derived Rating" shall be disregarded, and instead each applicable rating on credit watch by Moody's that is on (a) positive watch will be treated as having been upgraded by one rating subcategory, (b) negative watch will be treated as having been downgraded by two rating subcategories and (c) negative outlook will be treated as having been downgraded by one rating subcategory.

"**Administrative Expense Cap**" means an amount equal on any Payment Date (when taken together with any Administrative Expenses (other than, in the case of clause (ii) below, Administrative Expenses related to the costs and expenses incurred by the Co-Issuers in connection with the issuance of the Notes on the Closing Date and any additional issuance) that are paid during the period since the preceding Payment Date or in the case of the first Payment Date, the period since the Closing Date either (i) pursuant to any of clause (A) under "*Summary of Terms—Application of Interest Proceeds*," clause (A) under "*Summary of Terms—Application of Principal Proceeds*" and

clause (A) of the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*" (including any excess applied in accordance with sub-clause (1) of the proviso to this definition) or (ii) out of funds standing to the credit of the Expense Reserve Account), to the sum of (a) 0.0175% *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date and (b) U.S.$200,000 *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year consisting of twelve 30-day months); *provided* that, (1) in respect of any Payment Date after the third Payment Date following the Closing Date, if the aggregate amount of Administrative Expenses (other than, in the case of clause (y) below, Administrative Expenses related to the costs and expenses incurred by the Co-Issuers in connection with the issuance of the Notes on the Closing Date and any additional issuance) that are paid (x) pursuant to any of clause (A) under "*Summary of Terms—Application of Interest Proceeds*," clause (A) under "*Summary of Terms—Application of Principal Proceeds*" and clause (A) of the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*" (including any excess applied in accordance with this proviso) or (y) out of funds standing to the credit of the Expense Reserve Account on the three immediately preceding Payment Dates and during the related Collection Periods is less than the stated Administrative Expense Cap (without regard to any excess applied in accordance with this proviso) in the aggregate for such three preceding Payment Dates, then the excess may be applied to the Administrative Expense Cap with respect to the then-current Payment Date; and (2) in respect of the third Payment Date following the Closing Date, such excess amount shall be calculated based on the Payment Dates preceding such Payment Date.

"**Administrative Expenses**" include fees, expenses (including indemnities) and other amounts due or accrued with respect to any Payment Date (including, with respect to any Payment Date, any such amounts that were due and not paid on any prior Payment Date) and payable in the following order by the Issuer or the Co-Issuer: (1) *first*, on a *pro rata* basis, to the Trustee pursuant to the Indenture and to the Subordinated Note Issuing and Paying Agent pursuant to the Subordinated Note Issuing and Paying Agency Agreement, (2) *second*, to the Collateral Administrator pursuant to the Collateral Administration Agreement and to the Bank in each of its capacities under the Transaction Documents, (3) *third*, to make any capital contribution to a Blocker Subsidiary necessary to pay any taxes, registered office or governmental fees owing by such Blocker Subsidiary, (4) *fourth*, on a *pro rata* basis, the following amounts (excluding indemnities) to the following parties:

(i) the Independent accountants, agents (other than the Collateral Manager) and counsel of the Issuer for fees and expenses;

(ii) the Rating Agencies for fees and expenses (including any annual fee, amendment fees and surveillance fees) in connection with any rating of the Secured Notes or in connection with the rating of (or provision of credit estimates in respect of) any Collateral Obligations;

(iii) the Collateral Manager under the Indenture and the Collateral Management Agreement, including reasonable expenses of the Collateral Manager (including fees and expenses for its accountants, agents and counsel) incurred in connection with the purchase or sale of any Collateral Obligations, any other expenses incurred in connection with the Collateral Obligations and certain amounts payable pursuant to the Collateral Management Agreement but excluding the Management Fee;

(iv) the Administrator pursuant to the Administration Agreement and the Registered Office Agreement; and

(v) any other Person in respect of any other fees or expenses permitted under the Indenture and the documents delivered pursuant to or in connection with the Indenture (including any expenses related to any Blocker Subsidiary, any Tax Account Reporting Rules Compliance Costs, any Re-Pricing, any Optional Redemption, the payment of facility rating fees, Petition Expenses and all legal and other fees and expenses incurred in connection with the purchase or sale of any Collateral Obligations and any other expenses incurred in connection with the Collateral Obligations) and the Notes, including but not limited to, amounts owed to the Co-Issuer pursuant to the Indenture and any amounts due in respect of the listing of the Notes on any stock exchange or trading system;

and (5) *fifth*, on a *pro rata* basis, indemnities payable to any Person pursuant to any Transaction Document not otherwise paid; *provided* that, (x) amounts due in respect of actions taken on or before the Closing Date shall not be payable as Administrative Expenses but shall be payable from the Expense Reserve Account pursuant to the Indenture, (y) for the avoidance of doubt, amounts that are expressly payable to any person under the Priority of Payments in respect of an amount that is stated to be payable as an amount other than as Administrative Expenses (including interest and principal in respect of the Notes) shall not constitute Administrative Expenses and (z) no amount shall be payable to the Collateral Manager as Administrative Expenses in reimbursement of fees or expenses of any third party unless the Collateral Manager shall have first paid the fees or expenses that are the subject of such reimbursement.

"**Affiliate**" 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, employee or general partner (i) of such Person, (ii) of any subsidiary or parent company of such Person or (iii) of any Person described in clause (a) of this sentence. For the purposes of this definition, control of a Person means the power, direct or indirect, (x) to vote more than 50% of the securities having ordinary voting power for the election of directors of such Person or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. For purposes of this definition, no entity shall be deemed an Affiliate of the Issuer or the Co-Issuer solely because the Administrator or any of its Affiliates acts as administrator or share trustee for such entity.

"**Aggregate Outstanding Amount**" means, with respect to any of the Notes as of any date, the aggregate unpaid principal amount of such Notes outstanding (including any Secured Note Deferred Interest previously added to the principal amount of any Class of Secured Notes that remains unpaid) on such date; *provided* that, with respect to any Subordinated Notes, payments under such Subordinated Notes shall not result in a reduction in the Aggregate Outstanding Amount of such Subordinated Notes. For the avoidance of doubt, the "Aggregate Outstanding Amount" of the Class X Notes means, as of any date, the difference between (A) U.S.$2,000,000 *minus* (B) the aggregate amount of all payments made on the principal amount of the Class X Notes.

"**Aggregate Principal Amount**" means when used with respect to the Subordinated Notes, the original principal amount thereof.

"**Aggregate Principal Balance**" means, when used with respect to all or a portion of the Collateral Obligations or the Assets, the sum of the Principal Balances of all or of such portion of the Collateral Obligations or Assets, respectively.

"**AMMC CLO IX Participation Agreement**" means the Master Participation Agreement for Par/Near Par Trades dated as of July 6, 2017 between AMMC CLO IX, Limited and the Issuer.

"**AMMC CLO IX Participation Interests**" means any Participation Interests acquired under the AMMC CLO IX Participation Agreement.

"**Annual Performance Test**" means a test that is satisfied on any Performance Collateral Management Fee Payment Date if the sum of all distributions to the Subordinated Notes pursuant to the Interest Proceeds Priority of Payments on such Performance Collateral Management Fee Payment Date and on each Payment Date since the immediately preceding Performance Collateral Management Fee Payment Date (or, in the case of the first Performance Collateral Management Fee Payment Date, each Payment Date since the Closing Date) is equal to or more than the product of (a) the Performance Fee Threshold Rate applicable to such Performance Collateral Management Fee Payment Date and (b) the Aggregate Principal Amount of the Subordinated Notes issued on the Closing Date.

"**Applicable Advance Rate**" means, for each Collateral Obligation and for the applicable number of Business Days between the certification date for a sale or participation as described in "*Description of the Notes—Optional Redemption—Redemption Procedures*" and the expected date of such sale or participation, the percentage specified below:

	Same Day	1-2 days	3-5 days	6-15 days
Senior Secured Loans with a Market Value of:				
90% or more	100%	93%	92%	88%
below 90%	100%	80%	73%	60%
Other Collateral Obligations with a Moody's Rating of at least "B3" and a Market Value of 90% or more	100%	89%	85%	75%
All other Collateral Obligations	100%	75%	65%	45%

"**Approved Index List**" means the nationally recognized indices specified in a schedule to the Indenture as amended from time to time by the Collateral Manager with prior notice of any amendment to the Rating Agencies and satisfaction of the Global Rating Agency Condition in respect of such amendment and a copy of any such amended Approved Index List to the Collateral Administrator.

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

"**Available Funds**" means with respect to any Payment Date, the amount of any positive balance (of cash and Eligible Investments) in the Collection Account as of the Determination Date relating to such Payment Date and, with respect to any other date, such amount as of that date.

"**Bank**" means Citibank, N.A., in its individual capacity and not as Trustee, or any successor thereto.

"**Blocker Subsidiary**" means an entity treated as a corporation for U.S. federal income tax purposes, 100% of the equity interests in which are owned directly or indirectly by the Issuer.

"**Bond**" means a debt security (that is not a Loan or a Participation Interest in a Loan).

"**Bridge Loan**" means any loan or other obligation that (x) is incurred in connection with a merger, acquisition, consolidation, or sale of all or substantially all of the assets of a person or similar transaction and (y) by its terms, is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings (it being understood that any such loan or debt security that has a nominal maturity date of one year or less from the incurrence thereof but has a term-out or other provision whereby, automatically or at the sole option of the obligor thereof, the maturity of the indebtedness thereunder may be extended to a later date is not a Bridge Loan).

"**Business Day**" means any day other than (i) a Saturday or a Sunday or (ii) a day on which commercial banks are authorized or required by applicable law, regulation or executive order to close in New York, New York or in the city in which the corporate trust office of the Trustee is located or, for any final payment of principal, in the relevant place of presentation.

"**Caa Collateral Obligation**" means a Collateral Obligation (other than a Defaulted Obligation or a Deferring Obligation) with a Moody's Rating of "Caa1" or lower.

"**Calculation Agent**" means the calculation agent appointed by the Issuer, initially the Trustee, for purposes of determining LIBOR for each Interest Accrual Period.

"**CCC Collateral Obligation**" means a Collateral Obligation (other than a Defaulted Obligation or a Deferring Obligation) with an S&P Rating of "CCC+" or lower.

"**CCC/Caa Collateral Obligations**" means the CCC Collateral Obligations and/or the Caa Collateral Obligations, as the context requires.

"**CCC/Caa Excess**" means the amount equal to the greater of:

(i) so long as any Class A Notes remain outstanding, the excess of the Aggregate Principal Balance of all Caa Collateral Obligations over an amount equal to 7.5% of the Collateral Principal Amount as of the current Determination Date; and

(ii) the excess of the Aggregate Principal Balance of all CCC Collateral Obligations over an amount equal to 7.5% of the Collateral Principal Amount as of the current Determination Date;

provided that, in determining which of the CCC/Caa Collateral Obligations (or portion of a CCC/Caa Collateral Obligation) shall be included in the CCC/Caa Excess, the CCC/Caa Collateral Obligations with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Collateral Obligations as of such Determination Date) shall be deemed to constitute such CCC/Caa Excess.

"**Class**" means, in the case of (a) the Secured Notes, all of the Secured Notes having the same Stated Maturity and designation and (b) the Subordinated Notes, all of the Subordinated Notes. For purposes of any vote, request, demand, authorization, direction, notice, consent or waiver or similar action, the Class X Notes and the Class A Notes being *pari passu* in right of payment of interest will vote, request, demand, authorize, direct, or give notice, consent or waiver or take such similar action together as a single Class, except that the Class X Notes and the Class A Notes will give consents and will vote separately by sub-class in connection with any supplemental indenture which affects any such sub-class exclusively and differently from the Holders of any other Class or sub-class (including, without limitation, any supplemental indenture that would reduce the amount of interest or principal payable on such sub-class).

"**Class A Notes**" means the Class A Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class A/B Coverage Tests**" means the Overcollateralization Ratio Test and the Interest Coverage Test, each as applied with respect to the Class A Notes and the Class B Notes (in the aggregate and not separately by Class).

"**Class B Notes**" means the Class B Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class Break-Even Default Rate**" means, with respect to the S&P Required Class, the maximum percentage of defaults, at any time, that the Current Portfolio or the Proposed Portfolio, as applicable, can sustain, as determined by S&P, through application of the applicable S&P CDO Monitor chosen by the Collateral Manager in accordance with the Indenture that is applicable to the portfolio of Collateral Obligations, which, after giving effect to S&P's assumptions on recoveries, defaults and timing and to the Priority of Payments, will result in sufficient funds remaining for the payment of such Class of Notes in full. Upon confirmation (or deemed confirmation) by S&P of its initial rating of the Secured Notes, and from time to time thereafter, S&P will provide the Collateral Manager and the Collateral Administrator with the Class Break-even Default Rates for each S&P CDO Monitor determined by the Collateral Manager (with notice to the Collateral Administrator) pursuant to the definition of "S&P CDO Monitor."

"**Class C Coverage Tests**" means the Overcollateralization Ratio Test and the Interest Coverage Test, each as applied with respect to the Class C Notes.

"**Class C Notes**" means the Class C Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class D Coverage Tests**" means the Overcollateralization Ratio Test and the Interest Coverage Test, each as applied with respect to the Class D Notes.

"**Class D Notes**" means the Class D Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class Default Differential**" means, with respect to the S&P Required Class, at any time, the rate calculated by subtracting the Class Scenario Default Rate for such Class of Notes at such time from the Class Break-even Default Rate for such Class of Notes at such time.

"**Class E Overcollateralization Test**" means the Overcollateralization Ratio Test as applied with respect the Class E Notes.

"**Class E Notes**" means the Class E Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class Scenario Default Rate**" means, with respect to the S&P Required Class, at any time, an estimate of the cumulative default rate for the Current Portfolio or the Proposed Portfolio, as applicable, consistent with S&P's initial rating of such Class of Notes, determined by application of the S&P CDO Monitor at such time.

"**Class X Notes**" means the Class X Amortizing Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class X Principal Amortization Amount**" means for each Payment Date commencing with the May 2018 Payment Date and ending with the February 2020 Payment Date, the lower of the Aggregate Outstanding Amount of the Class X Notes and $250,000.

"**Closing Date**" means on or about October 19, 2017.

"**Closing Date ERISA Notes**" means ERISA Restricted Notes sold to a Benefit Plan Investor or a Controlling Person on the Closing Date.

"**Code**" means United States Internal Revenue Code of 1986, as amended.

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

"**Co-Issuer**" means AMMC CLO 21, LLC.

"**Co-Issuers**" means the Issuer together with the Co-Issuer.

"**Collateral Administration Agreement**" means the agreement dated as of the Closing Date among the Issuer, the Collateral Manager and the Collateral Administrator, as amended from time to time.

"**Collateral Administrator**" means Virtus Group, LP, in its capacity as collateral administrator under the Collateral Administration Agreement, and any successor thereto.

"**Collateral Interest Amount**" means, as of any date of determination, without duplication, the aggregate amount of Interest Proceeds that has been received or that is expected to be received (other than Interest Proceeds expected to be received from Defaulted Obligations and Deferring Obligations, but including Interest Proceeds actually received from Defaulted Obligations and Deferring Obligations), in each case during the Collection Period in which such date of determination occurs (or after such Collection Period but on or prior to the related Payment Date if such Interest Proceeds would be treated as Interest Proceeds with respect to such Collection Period).

"**Collateral Management Agreement**" means an agreement to be entered into between the Issuer and the Collateral Manager relating to the management of the Collateral Obligations and the other Assets by the Collateral Manager on behalf of the Issuer.

"**Collateral Manager**" means American Money Management Corporation, a corporation organized under the laws of the State of Ohio, until a successor Person shall have become the Collateral Manager pursuant to the provisions of the Collateral Management Agreement, and thereafter "Collateral Manager" shall mean such successor Person.

"**Collateral Manager Notes**" means, as of any date of determination, (a) all Notes held on such date by (i) the Collateral Manager, (ii) any Affiliate of the Collateral Manager or (iii) any account, fund, client or portfolio managed or advised on a discretionary basis by the Collateral Manager or any of its Affiliates and (b) all Notes as to which economic exposure is held on such date (whether through any derivative financial transaction or otherwise) by any Person identified in the foregoing clause (a).

"**Collateral Manager Replacement Period**" means the period from and including the date on which the Issuer or Trustee removes the Collateral Manager for cause in accordance with the Collateral Management Agreement and ending on the date a successor Collateral Manager appointed in accordance with the Collateral Management Agreement, as the case may be, assumes in writing all of the Collateral Manager's duties and obligations under the

Collateral Management Agreement and any arrangements entered into with holders of the Notes or has been appointed by a court of competent jurisdiction, as applicable.

"**Collateral Principal Amount**" means, as of any date of determination, the sum of (a) the Aggregate Principal Balance of the Collateral Obligations (other than Defaulted Obligations) and (b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds.

"**Collection Period**" means, (i) with respect to the first Payment Date, the period commencing on the Closing Date and ending at the close of business on the eighth Business Day prior to the first Payment Date; and (ii) with respect to any other Payment Date, the period commencing on the day immediately following the prior Collection Period and ending (a) in the case of the final Collection Period preceding the latest Stated Maturity of any Class of Notes, on the day preceding such Stated Maturity, (b) in the case of the final Collection Period preceding an Optional Redemption, Clean-Up Call Redemption or Tax Redemption in whole of the Notes, on the day preceding the Redemption Date and (c) in any other case, at the close of business on the eighth Business Day prior to such Payment Date.

"**Controlling Class**" means the Class A Notes so long as any Class A Notes are outstanding; then the Class B Notes so long as any Class B Notes are outstanding; then the Class C Notes so long as any Class C Notes are outstanding; then the Class D Notes so long as any Class D Notes are outstanding; then the Class E Notes so long as any Class E Notes are outstanding; and then the Subordinated Notes. The Class X Notes will not be the Controlling Class.

"**Cov-Lite Loan**" means a Senior Secured Loan the Underlying Instruments for which either (i) do not contain any financial covenants or (ii) require the obligor thereunder to comply with an Incurrence Covenant but do not require the obligor to comply with a Maintenance Covenant; *provided* that, for all purposes other than determination of the S&P Recovery Rate, a Senior Secured Loan described in clause (i) or (ii) will not constitute a Cov-Lite Loan if either (a) such Underlying Instruments require the obligor to comply with one or more Maintenance Covenants or (b) such Underlying Instruments contain a cross-default provision to, or such Senior Secured Loan is *pari passu* with, another loan of the obligor that requires such obligor to comply with a Maintenance Covenant.

"**Credit Improved Criteria**" means the criteria that will be met if, with respect to any Collateral Obligation, any of the following is satisfied on any date of determination: (a) the positive difference between its market price (expressed as a percentage of par value) on such date and its purchase price is greater than 1.0% or (b) the change in price of such Collateral Obligation during the period from the date on which it was acquired by the Issuer to the date of determination by a percentage either is more positive, or less negative, as the case may be, than the percentage change in the average price of any index specified on the Approved Index List *plus* 0.50% over the same period.

"**Credit Improved Obligation**" means any Collateral Obligation which, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement (as certified to the Trustee in writing), has significantly improved in credit quality after it was acquired by the Issuer, which improvement may (but need not) be evidenced by one of the following: (a) such Collateral Obligation satisfies the Credit Improved Criteria, (b) such Collateral Obligation has been upgraded at least one rating sub-category by Moody's or S&P and remains at a rating above the rating at purchase or has been placed and remains on credit watch with positive implication by Moody's or S&P, (c) the issuer of or obligor on such Collateral Obligation has raised equity capital or other capital subordinated to the Collateral Obligation or (d) the issuer of or obligor on such Collateral Obligation has, in the Collateral Manager's reasonable commercial judgment, shown improved results or possesses less credit risk, in each case since such Collateral Obligation was acquired by the Issuer; *provided* that, during a Restricted Trading Period, in addition to the foregoing, a Collateral Obligation will qualify as a Credit Improved Obligation only if (i) it has been upgraded by Moody's or S&P at least one rating sub-category and remains at a rating above the rating at purchase or has been placed and remains on a credit watch with positive implication by Moody's or S&P since it was acquired by the Issuer, (ii) the Credit Improved Criteria are satisfied with respect to such Collateral Obligation or (iii) a Majority of the Controlling Class votes to treat such Collateral Obligation as a Credit Improved Obligation.

"**Credit Risk Criteria**" means the criteria that will be met if, with respect to any Collateral Obligation, any of the following is satisfied on any date of determination: (a) the negative difference between its market price (expressed as a percentage of par value) on such date and its purchase price is greater than 1.0% or (b) the change in

price of such Collateral Obligation during the period from the date on which it was acquired by the Issuer to the date of determination by a percentage either is more negative, or less positive, as the case may be, than the percentage change in the average price of any index specified on the Approved Index List less 0.50% over the same period.

"**Credit Risk Obligation**" means any Collateral Obligation that, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement (as certified to the Trustee in writing), has a significant risk of declining in credit quality or price; *provided* that, during a Restricted Trading Period, a Collateral Obligation will qualify as a Credit Risk Obligation for purposes of sales of Collateral Obligations only if, in addition to the foregoing, (i) such Collateral Obligation has been downgraded by Moody's or S&P at least one rating sub-category and remains at a rating below the rating at purchase or has been placed and remains on a credit watch with negative implication by Moody's or S&P since it was acquired by the Issuer, (ii) the Credit Risk Criteria are satisfied with respect to such Collateral Obligation or (iii) a Majority of the Controlling Class votes to treat such Collateral Obligation as a Credit Risk Obligation.

"**Cumulative Performance Test**" means a test that is satisfied on any Performance Collateral Management Fee Payment Date if (1) the sum of all distributions to the Subordinated Notes pursuant to the Interest Proceeds Priority of Payments on such Performance Collateral Management Fee Payment Date and on each Payment Date since the Closing Date is equal to or more than the sum of (A) the product of the Performance Fee Threshold Rate applicable on such Performance Collateral Management Fee Payment Date and the Aggregate Principal Amount of the Subordinated Notes issued on the Closing Date, and (B) the product of the applicable Performance Fee Threshold Rate and such Aggregate Principal Amount on all prior Performance Collateral Management Fee Payment Dates since the Closing Date (in each case using the Performance Fee Threshold Rate applicable to each such Performance Collateral Management Fee Payment Date), and (2) the Interest Diversion Test is satisfied on such Performance Collateral Management Fee Payment Date and was satisfied on each of the Payment Dates since the immediately preceding Performance Collateral Management Fee Payment Date (or, in the case of the first Performance Collateral Management Fee Payment Date, each Payment Date since the Closing Date).

"**Current Pay Obligation**" means any Collateral Obligation (other than a DIP Collateral Obligation) that would otherwise be treated as a Defaulted Obligation but as to which no payments are due and payable that are unpaid (disregarding any forbearance or grace period in excess of 90 days with respect to any payment that is unpaid but would be due and payable but for such forbearance or grace period) and with respect to which the Collateral Manager has certified to the Trustee (with a copy to the Collateral Administrator) in writing that it believes, in its reasonable business judgment, that (a) the issuer or obligor of such Collateral Obligation will continue to make all scheduled payments (including fees, as applicable, in the case of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) thereon and will pay the principal thereof by maturity or as otherwise contractually due, (b) if the issuer or obligor is subject to a bankruptcy proceeding, it has been the subject of an order of a bankruptcy court that permits it to make the scheduled payments on such Collateral Obligation and all required payments (including fees, as applicable, in the case of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) and principal payments due thereunder have been paid in cash when due, (c) the Collateral Obligation has a Market Value of at least 80% of its par value and (d) such Collateral Obligation (A) has a Moody's Rating of at least "Caa1" and a Market Value of at least 80% of its par value or (B) has a Moody's Rating of at least "Caa2" and its Market Value is at least 85% of its par value (Market Value being determined, solely for the purposes of clauses (c) and (d), without taking into consideration clause (iii) of the definition of the term "Market Value").

"**Current Portfolio**" means, at any time, the portfolio of Collateral Obligations and Eligible Investments, representing Principal Proceeds (determined in accordance with certain assumptions included in the Indenture), then held by the Issuer.

"**Defaulted Obligation**" means any Collateral Obligation included in the Assets as to which:

(a) a default as to the payment of principal and/or interest has occurred and is continuing with respect to such Collateral Obligation (without regard to any grace period applicable thereto, or waiver or forbearance thereof) (*provided* that, in the case of a default that in the Collateral Manager's judgment, as certified to the Trustee in writing, is not due to credit-related causes, such default continues after the passage of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto);

(b) a default as to the payment of principal and/or interest has occurred and is continuing on another debt obligation of the same issuer or obligor which is senior or *pari passu* in right of payment to such Collateral Obligation (without regard to any grace period applicable thereto, or waiver or forbearance thereof) (*provided* that, in the case of a default that in the Collateral Manager's judgment, as certified to the Trustee in writing, is not due to credit-related causes, such default continues after the passage of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto); *provided* that both the Collateral Obligation and such other debt obligation are full recourse obligations of the applicable issuer or obligor or secured by the same collateral;

(c) the issuer or obligor or others have instituted proceedings to have the issuer or obligor adjudicated as bankrupt or insolvent or placed into receivership and such proceedings have not been stayed or dismissed or such issuer or obligor has filed for protection under Chapter 11 of the United States Bankruptcy Code;

(d) such Collateral Obligation has an S&P Rating of "SD" or "CC" or lower or, with respect to such Collateral Obligation, the obligor has a "probability of default" rating assigned by Moody's of "D" or "LD" or, in either case, had such rating before such rating was withdrawn;

(e) such Collateral Obligation is *pari passu* or subordinate in right of payment as to the payment of principal and/or interest to another debt obligation of the same issuer or obligor which has an S&P Rating of "SD" or "CC" or lower or the obligor on such Collateral Obligation has a "probability of default" rating assigned by Moody's of "D" or "LD" or, in either case, had such rating before such rating was withdrawn; *provided* that both the Collateral Obligation and such other debt obligation are full recourse obligations of the applicable issuer or obligor or secured by the same collateral;

(f) the Collateral Manager has received notice or has knowledge that a default has occurred under the Underlying Instrument(s) and any applicable grace period has expired and the Holders of such Collateral Obligation have accelerated the repayment of the Collateral Obligation (but only until such acceleration has been rescinded) in the manner provided in such Underlying Instrument(s);

(g) the Collateral Manager has in its reasonable commercial judgment (as certified to the Trustee in writing) otherwise declared such debt obligation to be a "Defaulted Obligation;"

(h) such Collateral Obligation is a Participation Interest with respect to which the Selling Institution has defaulted in any respect in the performance of any of its payment obligations under the Participation Interest; or

(i) such Collateral Obligation is a Participation Interest in a loan that would, if such loan were a Collateral Obligation, constitute a "Defaulted Obligation" or with respect to which the Selling Institution has an S&P Rating of "SD" or "CC" or lower or has a "probability of default" rating assigned by Moody's of "D" or "LD" or, in either case, had such rating before such rating was withdrawn;

provided that (x) a Collateral Obligation shall not constitute a Defaulted Obligation pursuant to any of clauses (b) through (e) and (i) above if such Collateral Obligation (or, in the case of a Participation Interest, the underlying Senior Secured Loan, Second Lien Loan or Unsecured Loan) is a Current Pay Obligation (*provided* that, the Aggregate Principal Balance of Current Pay Obligations exceeding 7.5% of the Collateral Principal Amount will be treated as Defaulted Obligations) and (y) a Collateral Obligation shall not constitute a Defaulted Obligation pursuant to any of clauses (b), (c), (e) and (i) above, if such Collateral Obligation (or, in the case of a Participation Interest, the underlying Senior Secured Loan, Second Lien Loan or Unsecured Loan) is a DIP Collateral Obligation.

Each obligation received in connection with a Distressed Exchange that (a) would be a Collateral Obligation but for the fact that it is a Defaulted Obligation or (b) would satisfy the proviso in the definition "Distressed Exchange" but for the fact that it exceeds the percentage limit therein, shall in each case be deemed to be a Defaulted Obligation, and each other obligation received in connection with a Distressed Exchange shall be deemed to be an Equity Security.

"**Deferred Performance Collateral Management Fee**" means any Performance Collateral Management Fee (or portion thereof) which is not paid on a Performance Collateral Management Fee Payment Date because there are not sufficient funds available for such purpose in accordance with the Priority of Payments; *provided*, that, if the Collateral Manager is removed or resigns or if the Collateral Management Agreement is terminated, all Deferred Performance Collateral Management Fees which have not been paid as of the effective date of such resignation, removal or termination will be payable to the departing Collateral Manager on the next succeeding Payment Date on which such amount may be paid in accordance with the Priority of Payments, and the payment of any such Deferred Performance Collateral Management Fees payable to the departing Collateral Manager pursuant to this sentence will be senior to the payment of any Deferred Performance Collateral Management Fees due to any successor collateral manager.

"**Deferrable Obligation**" means a Collateral Obligation which by its terms permits the deferral and/or capitalization of payment of accrued, unpaid interest.

"**Deferring Obligation**" means a Deferrable Obligation that is deferring the payment of interest due thereon and has been so deferring the payment of interest due thereon (i) with respect to Collateral Obligations that have a Moody's Rating of at least "Baa3," for the shorter of two consecutive accrual periods or one year, and (ii) with respect to Collateral Obligations that have a Moody's Rating of "Ba1" or below, for the shorter of one accrual period or six consecutive months, which deferred capitalized interest has not, as of the date of determination, been paid in cash; *provided* that such Deferrable Obligation will cease to be a Deferring Obligation at such time as it (a) ceases to defer or capitalize the payment of interest, (b) pays in cash all accrued and unpaid interest and (c) commences payment of all current interest in cash.

"**Delayed Drawdown Collateral Obligation**" means any Collateral 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 on one or more fixed borrowing dates, and (c) does not permit the re-borrowing of any amount previously repaid by the borrower thereunder; but any such Collateral Obligation will be a Delayed Drawdown Collateral Obligation only until all commitments by the Issuer to make advances to the borrower expire or are terminated or are reduced to zero.

"**Designated Principal Proceeds**" means an amount of Principal Proceeds on deposit in the Collection Account (excluding any proceeds that will be used to settle binding commitments entered into prior to such date) that may be designated by the Collateral Manager as Interest Proceeds on or prior to the third Payment Date (but only if the Interest Deposit Condition is satisfied).

"**Designated Ramp-Up Proceeds**" means an amount from the net proceeds of the issuance of the Notes on deposit in the Ramp-Up Account (excluding any proceeds that will be used to settle binding commitments entered into prior to that date) that may be designated by the Collateral Manager as Interest Proceeds on or after the Effective Date and on or prior to the second Payment Date (but only if the Interest Deposit Condition is satisfied).

"**Determination Date**" means the last day of each Collection Period.

"**DIP Collateral Obligation**" means a loan made to a debtor-in-possession pursuant to Section 364 of the United States Bankruptcy Code having the priority allowed by either Section 364(c) or 364(d) of the United States Bankruptcy Code and fully secured by senior liens.

"**Discount Obligation**" means any Collateral Obligation forming part of the Assets that was purchased for less than (a) 85.0% of its Principal Balance, if such Collateral Obligation has a Moody's Rating lower than "B3," or (b) 80.0% of its Principal Balance, if such Collateral Obligation has a Moody's Rating of "B3"or higher; *provided* that:

(x) such Collateral Obligation shall cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of the par amount of such Collateral Obligation) determined for such Collateral Obligation on each day during any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Obligation, equals or exceeds 90.0% on each such day;

(y) any Collateral Obligation that would otherwise be considered a Discount Obligation, but that is purchased in accordance with the Investment Criteria with the proceeds of sale of a Collateral

Obligation that was not a Discount Obligation at the time of its purchase, so long as such purchased Collateral Obligation (A) is purchased or committed to be purchased within five Business Days of such sale, (B) is purchased at a purchase price (expressed as a percentage of the par amount of such Collateral Obligation) equal to or greater than the sale price of the sold Collateral Obligation, (C) is purchased at a purchase price (expressed as a percentage of the par amount of such Collateral Obligation) not less than 60.0% and (D) has a Moody's Default Probability Rating equal to or greater than the Moody's Default Probability Rating of the sold Collateral Obligation, will not be considered to be a Discount Obligation; and

(z) clause (y) above in this proviso shall not apply to any such Collateral Obligation at any time on or after the acquisition by the Issuer of such Collateral Obligation if, as determined at the time of such acquisition, such application would result in the Aggregate Principal Balance of all Collateral Obligations to which such clause (y) has been applied since the Closing Date being more than 10.0% of the Target Initial Par Amount;

provided further that, for purposes of determining whether a Collateral Obligation constitutes a Discount Obligation, prices of Collateral Obligations purchased on different dates shall not be averaged pursuant to a Trading Plan or otherwise.

"**Distressed Exchange**" means, in connection with any Collateral Obligation, a distressed exchange or other debt restructuring has occurred, as reasonably determined by the Collateral Manager (as certified to the Trustee in writing), pursuant to which the issuer or obligor of such Collateral Obligation has issued to the holders of such Collateral Obligation a new security or package of securities or obligations that, in the sole judgment of the Collateral Manager, amounts to a diminished financial obligation or has the purpose of helping the issuer or obligor of such Collateral Obligation avoid default; *provided* that no Distressed Exchange shall be deemed to have occurred if the securities or obligations received by the Issuer in connection with such exchange or restructuring satisfy the definition of "Collateral Obligation;" *provided* that the Aggregate Principal Balance of all securities and obligations to which this proviso applies or has applied, measured cumulatively from the Closing Date onward, may not exceed 25.0% of the Target Initial Par Amount.

"**Domicile**" or "**Domiciled**" means, with respect to the issuer of or obligor with respect to a Collateral Obligation (which, for the purposes of this definition, will include only the borrower or issuer of such Collateral Obligation or if there are multiple borrowers or issuers for such Collateral Obligation, the principal borrower or issuer as determined by the Collateral Manager): (a) except as provided in clause (b) below, its country of organization or (b) if it is organized in a Tax Jurisdiction, each of such jurisdiction and the country in which, in the Collateral Manager's good faith estimate, a substantial portion of its operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country known at the time of designation by the Collateral Manager to be the source of the majority of revenues, if any, of such issuer or obligor).

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

"**Effective Date**" means the earlier to occur of (i) March 27, 2018 and (ii) the first date on which the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Target Initial Par Condition has been satisfied.

"**Effective Date Conditions**" means conditions that will be satisfied if the S&P Effective Date Condition and the Moody's Effective Date Condition have been satisfied after the Effective Date.

"**Eligible Custodian**" means a custodian that satisfies, *mutatis mutandis*, the eligibility requirements in the Indenture that are applicable to an entity acting as Trustee under the Indenture.

"**Eligible Investment Required Ratings**" means (a) if such obligation or security (i) has both a long-term and a short-term credit rating from Moody's, such ratings are "Aa3" or higher (not on credit watch for possible downgrade) and "P-1" (not on credit watch for possible downgrade), respectively, (ii) has only a long-term credit rating from Moody's, such rating is at least equal to or higher than the current Moody's sovereign ratings of the U.S. government, and (iii) has only a short-term credit rating from Moody's, such rating is "P-1" (not on credit watch for

possible downgrade), and (b) a long-term credit rating of "A" or higher and a short-term credit rating of at least "A-1" (or, in the absence of a short-term credit rating, "A+" or higher) from S&P; *provided* that, if held by the Issuer for more than 60 days, such obligation or security has a long-term credit rating of at least "AA-" from S&P.

"**Eligible Investments**" means any United States dollar investment that, at the time it is delivered to the Trustee (directly or through an intermediary or bailee), (x) is not a "commodity interest" as such term is used in the definition of "commodity pool" in Section 1a of the Commodity Exchange Act, as amended, and (y) is one or more of the following obligations or securities:

(i) direct Registered obligations of, and Registered obligations the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States of America or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America that satisfies the Eligible Investment Required Ratings at the time of such investment or contractual commitment providing for such investment; *provided* that, notwithstanding the foregoing, the following securities shall not be Eligible Investments: (a) General Services Administration participation certificates; (b) U.S. Maritime Administration guaranteed Title XI financing; (c) Financing Corp. debt obligations; (d) Farmers Home Administration Certificates of Beneficial Ownership; and (e) Washington Metropolitan Area Transit Authority guaranteed transit bonds;

(ii) demand and time deposits in, certificates of deposit of, trust accounts with, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company incorporated under the laws of the United States of America (including the Bank) or any state thereof and subject to supervision and examination by federal and/or state banking authorities, in each case payable within 183 days after issuance, so long as the commercial paper and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding company) at the time of such investment or contractual commitment providing for such investment have the Eligible Investment Required Ratings or such demand or time deposits are held in a demand deposit account, 100% of the deposits of which are insured by the FDIC through an extended FDIC insurance program and such insurer satisfies the Eligible Investment Required Ratings at the time of such investment or contractual commitment providing for such investment;

(iii) commercial paper or other short-term obligations (other than Asset-backed Commercial Paper or extendible commercial paper) with the Eligible Investment Required Ratings and that either bear interest or are sold at a discount from the face amount thereof and have a maturity of not more than 183 days from their date of issuance; and

(iv) registered off-shore money market funds that have, at all times, credit ratings of "Aaa-mf" by Moody's and "AAAm" by S&P, respectively;

provided that (1) Eligible Investments purchased with funds in the Collection Account shall be held until maturity except as otherwise specifically provided herein and shall include only such obligations or securities, other than those referred to in clause (iv) above, as mature (or are putable at par to the issuer thereof) no later than the earlier of (a) the date that is 60 days after the date of delivery thereof and (b) the Business Day prior to the next Payment Date immediately following the date of delivery thereof unless such Eligible Investments are issued by the Trustee in its capacity as a banking institution, in which event such Eligible Investments may mature on such Payment Date; and (2) none of the foregoing obligations or securities shall constitute Eligible Investments (a) if all, or substantially all, of the remaining amounts payable thereunder consist of interest and not principal payments, (b) if payments with respect to such obligations or securities or proceeds of disposition are subject to withholding taxes by any jurisdiction, except for withholding taxes imposed under Tax Account Reporting Rules, unless the payor is required to make "gross-up" payments that cover the full amount of any such withholding tax on an after-tax basis, (c) if the acquisition (including the manner of acquisition), ownership, enforcement and disposition of such obligations or securities will cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes or be subject to tax in any jurisdiction outside the Issuer's jurisdiction of incorporation, (d) if such obligation or security is secured by real property, (e) if such obligation or security is purchased at a price greater than 100% of the principal or face amount thereof, (f) if such obligation or security is subject of a tender offer,

voluntary redemption, exchange offer, conversion or other similar action, (g) if in the Collateral Manager's judgment (as certified to the Trustee in writing), such obligation or security is subject to material non-credit related risks, (h) if such obligation is a Structured Finance Obligation, (i) if such obligation or security is represented by a certificate of interest in a grantor trust or (j) unless such investments are treated as "cash equivalents" for purposes of Section 75.10(c)(8)(iii)(A) of the regulations implementing the Volcker Rule, as determined by the Co-Issuers (or the Collateral Manager on their behalf). Eligible Investments may include those investments for which the Trustee or an Affiliate of the Trustee provides services and receives compensation.

"**Eligible Post-Reinvestment Proceeds**" means up to 100% of the Principal Proceeds received with respect to the sale of Credit Risk Obligations and with respect to Unscheduled Principal Payments, in each case, after the end of the Reinvestment Period.

"**Equity Security**" means any security or debt obligation which at the time of acquisition, conversion or exchange does not satisfy the requirements of a Collateral Obligation and is not an Eligible Investment; it being understood that, Equity Securities may not be purchased by the Issuer (or a Blocker Subsidiary) but may be received by the Issuer (or a Blocker Subsidiary) in exchange for a Collateral Obligation or a portion thereof in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the issuer or obligor thereof that would be considered "received in lieu of debts previously contracted with respect to the Collateral Obligation" under the Volcker Rule.

"**ERISA Restricted Notes**" means the Class E Notes and the Subordinated Notes.

"**ERISA Restricted Notes Class**" means each of (i) the Class E Notes and (ii) the Subordinated Notes.

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

(a) the Aggregate Principal Balance of all Collateral Obligations (or portion thereof) included in the CCC/Caa Excess; *over*

(b) the sum of the Market Values of all Collateral Obligations (or portion thereof) included in the CCC/Caa Excess.

"**Excess Par Amount**" means the amount, as of any date of determination, equal to the greater of (a) zero and (b)(i) the Aggregate Principal Balance of the Collateral Obligations *plus* (ii) the amounts on deposit in the Principal Collection Account less (iii) the Target Initial Par Amount.

"**Excess Weighted Average Coupon**" means as of any Measurement Date, a percentage equal to the number obtained by *multiplying* (i) the excess, if any, of the Weighted Average Coupon over 6.5% *by* (ii) the number obtained by *dividing* the Aggregate Principal Balance of all Fixed Rate Obligations *by* the Aggregate Principal Balance of all Floating Rate Obligations, in each case, excluding any Defaulted Obligations.

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

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

"**Fee Basis Amount**" means, as of any date of determination, the sum of (a) the Collateral Principal Amount, (b) the Aggregate Principal Balance of all Defaulted Obligations and (c) the aggregate amount of all Principal Financed Accrued Interest that has not yet been received by the Issuer.

"**First Lien Last Out Loan**" means a Collateral Obligation that would be a Senior Secured Loan but for the fact that following a default such Collateral Obligation becomes subordinated to other Senior Secured Loans of the same obligor and is not entitled to payments until such other Senior Secured Loans are paid in full.

"**Fixed Rate Obligation**" means any Collateral Obligation that bears a fixed rate of interest.

"**Floating Rate Obligation**" means any Collateral Obligation that bears a floating rate of interest.

"**Global Rating Agency Condition**" means, with respect to any action taken or to be taken by or on behalf of the Issuer, satisfaction of the Moody's Rating Condition and the S&P Rating Condition.

"**Group I Country**" means The Netherlands, Australia, New Zealand and the United Kingdom (or such other countries as may be notified by Moody's to the Collateral Manager from time to time).

"**Group II Country**" means Germany, Sweden and Switzerland (or such other countries as may be notified by Moody's to the Collateral Manager from time to time).

"**Group III Country**" means Austria, Belgium, Denmark, Finland, France, Iceland, Liechtenstein, Luxembourg, Norway and Spain (or such other countries as may be notified by Moody's to the Collateral Manager from time to time).

"**Incentive Collateral Management Fee**" refers collectively to any amounts payable to the Collateral Manager under clause (X) of "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*," clause (T) of "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" and clause (T) of the Special Priority of Payments described in "*Description of the Notes—Priority of Payments*."

"**Incurrence Covenant**" means a covenant by any borrower to comply with one or more financial covenants only upon the occurrence of certain actions of the borrower, including a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"**Indenture**" means the indenture to be dated on or about October 19, 2017 between the Issuer, the Co-Issuer and the Trustee.

"**Independent**" means, as to any Person, any other Person (including, in the case of an accountant or lawyer, a firm of accountants or lawyers, and any member thereof, or an investment bank and any member thereof) who (i) does not have and is not committed to acquire any material direct or any material indirect financial interest in such person or in any Affiliate of such person, and (ii) is not connected with such person as an officer, employee, promoter, underwriter, voting trustee, partner, director or person performing similar functions. "Independent" when used with respect to any accountant may include an accountant who audits the books of such person if in addition to satisfying the criteria set forth above the accountant is independent with respect to such person within the meaning of Rule 1.200 of the Code of Professional Conduct of the American Institute of Certified Public Accountants.

Whenever any Independent person's opinion or certificate is to be furnished to the Trustee, such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

Any pricing service, certified public accountant or legal counsel that is required to be Independent of another person under the Indenture must satisfy the criteria above with respect to the Issuer, the Collateral Manager and their Affiliates.

"**Initial WAL Period**" means the period from the Closing Date to and including the Payment Date in November, 2023.

"**Institutional Accredited Investor**" has the meaning set forth in Rule 501(a)(1)-(3) or (7) of Regulation D under the Securities Act.

"**Interest Accrual Period**" means (i) with respect to the initial Payment Date, the period from and including the Closing Date to but excluding such Payment Date; and (ii) with respect to each succeeding Payment Date, the period from and including the immediately preceding Payment Date to but excluding the following Payment Date until the principal of the Secured Notes is paid or made available for payment; *provided* that any interest-bearing notes issued after the Closing Date in accordance with the terms of the Indenture shall accrue interest during the Interest Accrual

Period in which such additional notes are issued from and including the applicable date of issuance of such additional notes to but excluding the last day of such Interest Accrual Period at the applicable Interest Rate.

"**Interest Amount**" means, for (A) each Class of Notes outstanding immediately before giving effect to a Refinancing of the Secured Notes in part by Class or (B) each class of replacement securities issued in connection with a Refinancing of the Secured Notes in part by Class, the product of: (i) the interest rate applicable to such Class of Notes or class of replacement securities, as applicable, and (ii) the Aggregate Outstanding Amount or aggregate outstanding principal amount of such Class of Notes or class of replacement securities, as the case may be, on the Redemption Date, in each case, immediately prior to giving effect to such Refinancing and prior to any payments being made pursuant to the Priority of Payments on such Redemption Date.

"**Interest Coverage Ratio**" means, for any designated Class or Classes of Secured Notes (other than the Class X Notes, for which no Interest Coverage Ratio applies), as of any date of determination, the percentage derived from the following equation: (A - B) / C, where:

A = The Collateral Interest Amount as of such date of determination;

B = Amounts payable (or expected as of the date of determination to be payable) on the following Payment Date as set forth in clauses (A) and (B) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*;" and

C = Interest due and payable on the Secured Notes of such Class or Classes and each Class of Secured Notes (other than the Class X Notes) that ranks senior to or *pari passu* with such Class or Classes (excluding Secured Note Deferred Interest, any Class X Principal Amortization Amount and any Unpaid Class X Principal Amortization Amount but including any interest on Secured Note Deferred Interest) on such Payment Date.

"**Interest Deposit Condition**" means a condition that will be satisfied if, after giving effect to the related designation and deposit (a) the aggregate amount of Designated Principal Proceeds and Designated Ramp-Up Proceeds does not exceed 0.75% of the Target Initial Par Amount, (b) each Overcollateralization Test, Concentration Limitation and Collateral Quality Test will be satisfied immediately after giving effect to such designation, (c) sufficient proceeds to satisfy the Issuer's binding commitments to acquire Collateral Obligations have been set aside, and (d) the Aggregate Principal Balance of all Collateral Obligations held by the Issuer and that the Issuer has committed to purchase on such date *plus*, without duplication, amounts on deposit in the Issuer's transaction accounts representing Principal Proceeds (other than any such proceeds that have been reinvested or committed to be reinvested in Collateral Obligations which will be included in the determination of the Aggregate Principal Balance) is greater than or equal to the Target Initial Par Amount; *provided* that, for purposes of this clause (d), any Collateral Obligation that becomes a Defaulted Obligation will be treated as having a Principal Balance equal to the lesser of its (i) Moody's Collateral Value and (ii) S&P Collateral Value.

"**Interest Determination Date**" means in the case of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the second London Banking Day preceding the first day of each Interest Accrual Period.

"**Interest Only Security**" means any obligation or security that does not provide in the related Underlying Instruments for the payment or repayment of a stated principal amount in one or more installments on or prior to its stated maturity.

"**Interest Proceeds**" means, with respect to any Collection Period or Determination Date, without duplication, the sum of:

(i) all payments of interest and delayed compensation (representing compensation for delayed settlement) received in cash by the Issuer during the related Collection Period on the Collateral Obligations and Eligible Investments, including the accrued interest received in connection with a sale thereof during the related Collection Period, less any such amount that represents Principal Financed Accrued Interest;

(ii) all principal payments received by the Issuer during the related Collection Period on Eligible Investments purchased with Interest Proceeds;

(iii) all amendment and waiver fees, late payment fees and other fees received by the Issuer during the related Collection Period, except for those in connection with (a) a Maturity Amendment or (b) the reduction of the par of the related Collateral Obligation, as determined by the Collateral Manager with notice to the Trustee and the Collateral Administrator;

(iv) commitment fees and other similar fees received by the Issuer during such Collection Period in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations;

(v) all payments other than principal payments received by the Issuer during the related Collection Period on Collateral Obligations that are Defaulted Obligations solely as the result of a "probability of default" rating assigned by Moody's of "LD" in relation thereto;

(vi) any amounts deposited in the Collection Account from the Expense Reserve Account and/or the Interest Reserve Account that are designated as Interest Proceeds in the sole discretion of the Collateral Manager pursuant to the Indenture in respect of the related Determination Date;

(vii) any Principal Proceeds that are designated by the Collateral Manager as Designated Principal Proceeds on or prior to the third Payment Date and any amounts on deposit in the Ramp-Up Account that are designated by the Collateral Manager as Designated Ramp-Up Proceeds on or prior to the second Payment Date in accordance with the procedures described under "*Security for the Secured Notes—The Collection Account and Payment Account*" and "*Security for the Secured Notes—The Ramp-Up Account*;"

(viii) any Designated Excess Par as described under "*Summary of Terms—Priority of Payments—Refinancing Interim Priority of Payments*" and "*Risk Factors—Relating to the Notes—The Notes are subject to Optional Redemption in whole or in part by Class*;" and

(ix) all payments of interest on the Collateral Account, Payment Account, Revolver Funding Account or Ramp-Up Account, if applicable, received by the Issuer during the related Collection Period;

provided that (A) (1) any amounts received in respect of any Defaulted Obligation will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all collections in respect of such Defaulted Obligation since it became a Defaulted Obligation equals the outstanding principal balance of such Collateral Obligation at the time it became a Defaulted Obligation and (2) (x) any amounts received in respect of any Equity Security that was received in exchange for a Defaulted Obligation and is held by a Blocker Subsidiary will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all collections in respect of such Equity Security equals the outstanding principal balance of the Collateral Obligation, at the time it became a Defaulted Obligation, for which such Equity Security was received in exchange and (y) any amounts received in respect of any other asset held by a Blocker Subsidiary will constitute Principal Proceeds (and not Interest Proceeds) and (B) any amounts deposited in the Collection Account as Principal Proceeds as described in clause (Q) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" due to the failure of the Interest Diversion Test to be satisfied shall not constitute Interest Proceeds.

"**Interest Rate**" means, with respect to each Class of Secured Notes, the *per annum* stated interest rate payable on such Class with respect to each Interest Accrual Period equal to LIBOR for such Interest Accrual Period *plus* the spread as indicated under "*Summary of Terms—Principal Terms of the Notes*" (subject to any modification in connection with a Re-Pricing).

"**Investment Advisers Act**" means the Investment Advisers Act of 1940, as amended.

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended, and the rules thereunder.

"**Irish Listing Agent**" means Maples and Calder, in its capacity as Irish Listing Agent for the Co-Issuers, and any successor thereto.

"**Issuer**" means AMMC CLO 21, Limited.

"**Junior Class**" means, with respect to a particular Class of Notes, each Class of Notes that is subordinated to such Class, as indicated in "*Summary of Terms—Principal Terms of the Notes*."

"**Knowledgeable Employee**" has the meaning set forth in Rule 3c-5 promulgated under the Investment Company Act.

"**LIBOR**" with respect to the Secured Notes, for any Interest Accrual Period will equal (a) the rate appearing on the Reuters Screen, or any successor screen, for deposits with a term of three months as of 11:00 a.m., London time, on the Interest Determination Date; *provided* that LIBOR for the first Interest Accrual Period will be determined by the Calculation Agent by interpolating LIBOR on a linear basis between LIBOR with a tenor of three months and LIBOR with a tenor of six months with respect to the Notional Accrual Period on the Notional Determination Date; or (b) if such rate is unavailable at the time LIBOR is to be determined, LIBOR shall be determined on the basis of the rates at which deposits in U.S. Dollars are offered by four major banks in the London market selected by the Calculation Agent after consultation with the Collateral Manager (the "**Reference Banks**") at approximately 11:00 a.m., London time, on the Interest Determination Date to prime banks in the London interbank market for a period approximately equal to such Interest Accrual Period and an amount approximately equal to the amount of the Aggregate Outstanding Amount of the Secured Notes. The Calculation Agent will request the principal London office of each Reference Bank to provide a quotation of its rate. If at least two such quotations are provided, LIBOR shall be the arithmetic mean of such quotations (rounded upward to the next higher 1/100). If fewer than two quotations are provided as requested, LIBOR with respect to such Interest Accrual Period will be the arithmetic mean of the rates quoted by three major banks in New York, New York selected by the Calculation Agent after consultation with the Collateral Manager at approximately 11:00 a.m., New York Time, on such Interest Determination Date for loans in U.S. Dollars to leading European banks for a term approximately equal to such Interest Accrual Period and an amount approximately equal to the amount of the Secured Notes. If the Calculation Agent is required but is unable to determine a rate in accordance with at least one of the procedures described above, LIBOR will be LIBOR as determined on the previous Interest Determination Date. Notwithstanding any of the foregoing, for purposes of calculating the interest due on the Secured Notes, "LIBOR" shall at no time be less than 0.0% *per annum*. "LIBOR," when used with respect to a Collateral Obligation, means the "libor" rate determined in accordance with the terms of such Collateral Obligation.

"**LIBOR Floor Obligation**" means as of any date, a Floating Rate Obligation (a) for which the related Underlying Instruments allow an interest rate option based on the London interbank offered rate for deposits in U.S. Dollars, (b) that provides that such rate is (in effect) calculated as the greater of (i) a specified "floor" rate *per annum* and (ii) such London interbank offered rate for the applicable interest period for such Collateral Obligation and (c) that, as of such date, bears interest based on such rate option, but only if as of such date such London interbank offered rate for the applicable interest period is less than such floor rate.

"**Loan**" means any obligation for the payment or repayment of borrowed money that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement.

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

"**Long-Dated Obligation**" means a Collateral Obligation that has a stated maturity later than the Stated Maturity of the Notes.

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

"**Majority**" means (a) with respect to any Class or Classes of Secured Notes, the holders of more than 50% of the Aggregate Outstanding Amount of the Secured Notes of such Class or Classes and (b) with respect to the

Subordinated Notes, the holders of more than 50% of the Aggregate Outstanding Amount of the Subordinated Notes.

"**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."

"**Market Value**" means, with respect to any loans or other assets, the amount (determined by the Collateral Manager) equal to the product of the principal amount thereof and the price (expressed as a percentage) determined in the following manner:

(i) in the case of a loan (or a Participation Interest in such loan) only, the bid price determined by the Loan Pricing Corporation, Markit Group Limited, Loan X Mark-It Partners, Thompson Reuters Pricing Service, Bloomberg or any other nationally recognized loan pricing service selected by the Collateral Manager with notice to the Rating Agencies; or

(ii) if a price described in clause (i) is not available,

(A) the average of the bid prices determined by three broker-dealers active in the trading of such asset that are Independent from each other and the Issuer and the Collateral Manager;

(B) if only two such bids can be obtained, the lower of the bid prices of such two bids; or

(C) if only one such bid can be obtained, and such bid was obtained from a Qualified Broker/Dealer, the bid price of such bid; or

(iii) if a price described in clause (i) or (ii) is not available, then the Market Value of an asset will be the lower of (x) the higher of (A) the S&P Recovery Rate and (B) 70.0% of the notional amount of such asset, and (y) the price at which the Collateral Manager reasonably believes such asset could be sold in the market within 30 days, as certified by the Collateral Manager to the Trustee and determined by the Collateral Manager consistent with the manner in which it would determine the market value of an asset for purposes of other funds or accounts managed by it; *provided* that, if the Collateral Manager is not a Registered Investment Advisor, the Market Value of any such asset may not be determined in accordance with this clause (iii) for more than 30 days; or

(iv) if the Market Value of an asset is not determined in accordance with clause (i), (ii) or (iii) above, then such Market Value shall be deemed to be zero until such determination is made in accordance with clause (i) or (ii) above.

"**Maturity Amendment**" means, with respect to any Collateral Obligation, any waiver, modification, amendment or variance that would extend the stated maturity date of such Collateral Obligation. For the avoidance of doubt, a waiver, modification, amendment or variance that would extend the stated maturity date of the credit facility of which a Collateral Obligation is part, but would not extend the stated maturity date of the Collateral Obligation held by the Issuer, does not constitute a Maturity Amendment.

"**Measurement Date**" means (i) any day on which a purchase of a Collateral Obligation occurs, (ii) any Determination Date, (iii) the date as of which the information in any monthly report prepared under the Indenture is calculated, (iv) with five Business Days' prior notice, any Business Day requested by either Rating Agency if such Rating Agency is rating any Class of outstanding Notes, (v) the Effective Date and (vi) any date on which the Collateral Manager designates Designated Ramp-Up Proceeds or Designated Principal Proceeds pursuant to the terms of the Indenture.

"**Medium Tranche Loan**" means any obligation of an obligor where the total potential indebtedness of such obligor under all of its loan agreements, indentures and other underlying instruments (whether drawn or undrawn) is less than U.S.$250,000,000 but greater than or equal to U.S.$150,000,000.

"**Middle Market Loan**" means any obligation of an obligor where the total potential indebtedness of such obligor under all of its loan agreements, indentures and other underlying instruments (whether drawn or undrawn) is less than U.S.$150,000,000.

"**Minimum Denominations**" means with respect to the Secured Notes, U.S.$100,000 and integral multiples of U.S.$1.00 in excess thereof and, with respect to the Subordinated Notes, U.S.$100,000 and integral multiples of U.S.$1.00 in excess thereof.

"**Minimum Diversity Score/Maximum Rating/Minimum Floating Spread Matrix**" means the following chart used to determine which of the "row/column combinations" are applicable for purposes of determining compliance with the Moody's Diversity Test, the Maximum Moody's Rating Factor Test and the Minimum Floating Spread Test:

Minimum Weighted Average Floating Spread	**Minimum Diversity Score**											
	45	50	55	60	65	70	75	80	85	90	95	100
2.50%	2470	2510	2550	2580	2620	2660	2710	2735	2770	2800	2830	2850
2.60%	2520	2550	2580	2620	2650	2690	2740	2770	2800	2830	2860	2880
2.70%	2550	2590	2620	2675	2705	2750	2790	2830	2860	2875	2890	2935
2.80%	2575	2635	2655	2700	2730	2780	2820	2860	2890	2900	2915	2950
2.90%	2600	2660	2690	2735	2770	2820	2860	2900	2930	2935	2955	2975
3.00%	2625	2685	2720	2760	2795	2855	2895	2935	2950	2965	2985	3015
3.10%	2660	2715	2745	2785	2820	2885	2925	2960	2980	3000	3020	3050
3.20%	2690	2750	2780	2815	2850	2915	2955	2990	3010	3025	3050	3075
3.30%	2720	2780	2820	2850	2880	2945	2990	3020	3040	3055	3075	3100
3.40%	2755	2815	2855	2880	2915	2980	3025	3035	3070	3085	3105	3125
3.50%	2770	2835	2890	2925	2940	3015	3035	3065	3100	3120	3140	3160
3.60%	2800	2860	2920	2960	2980	3030	3075	3105	3125	3150	3170	3200
3.70%	2830	2885	2950	2990	3010	3060	3105	3135	3155	3170	3180	3200
3.80%	2850	2910	2975	3010	3030	3080	3130	3160	3200	3200	3200	3200
3.90%	2870	2930	2995	3030	3050	3100	3155	3190	3200	3200	3200	3200
4.00%	2895	2955	3015	3070	3090	3130	3185	3200	3200	3200	3200	3200
4.10%	2920	2980	3040	3095	3120	3160	3200	3200	3200	3200	3200	3200
4.20%	2945	3005	3080	3115	3140	3190	3200	3200	3200	3200	3200	3200
4.30%	2970	3035	3100	3140	3165	3200	3200	3200	3200	3200	3200	3200
4.40%	3020	3080	3120	3165	3190	3200	3200	3200	3200	3200	3200	3200
4.50%	3040	3100	3145	3190	3200	3200	3200	3200	3200	3200	3200	3200
4.60%	3060	3120	3175	3200	3200	3200	3200	3200	3200	3200	3200	3200
4.70%	3080	3135	3190	3200	3200	3200	3200	3200	3200	3200	3200	3200
4.80%	3095	3150	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200

4.90%	3120	3175	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200
5.00%	3145	3190	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200
5.10%	3170	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200
5.20%	3190	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200
5.30%	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200

"**Moody's**" means Moody's Investors Service, Inc. and any successor thereto.

"**Moody's Class X Adjustment**" means as of any date of determination, (a)(i) 1 *minus* (ii) the aggregate outstanding principal amount of the Class X Notes as of such date divided by the aggregate outstanding principal amount of the Class X Notes as of the Closing Date, multiplied by (b) 15.

"**Moody's Collateral Value**" means, with respect to any Defaulted Obligation and Deferring Obligation, (i) as of any date during the first 30 days in which the obligation is a Defaulted Obligation or a Deferring Obligation, the Moody's Recovery Amount of such Defaulted Obligation or Deferring Obligation as of such date or (ii) as of any date after the 30-day period referred to in clause (i), the lesser of (x) the Moody's Recovery Amount of such Defaulted Obligation or Deferring Obligation as of such date and (y) the Market Value of such Defaulted Obligation or Deferring Obligation as of such date.

"**Moody's Counterparty Criteria**" are, with respect to any Participation Interest proposed to be acquired by the Issuer, criteria that will be met if immediately after giving effect to such acquisition, (x) the percentage of the Collateral Principal Amount that consists in the aggregate of Participation Interests with Selling Institutions that have the same or a lower Moody's credit rating does not exceed the "Aggregate Percentage Limit" set forth below for such Moody's credit rating and (y) the percentage of the Collateral Principal Amount that consists in the aggregate of Participation Interests with any single Selling Institution that has the Moody's credit rating set forth below or a lower credit rating does not exceed the "Individual Percentage Limit" set forth below for such Moody's credit rating:

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

* and not on watch for possible downgrade.

"**Moody's Effective Date Condition**" means a condition that is satisfied if, on or after the Effective Date, (i) Moody's has confirmed its initial rating of the Class X Notes and the Class A Notes as described in "*Use of Proceeds—Effective Date*" or (ii) the Issuer or the Collateral Manager has provided a Passing Report described in "*Use of Proceeds—Effective Date*" to Moody's and the Issuer has delivered an Effective Date Accountants' Certificate to the Trustee.

"**Moody's Rating**" has the meaning specified in Annex B hereto.

"**Moody's Rating Condition**" means, with respect to any action taken or to be taken by or on behalf of the Issuer, a condition that is satisfied if Moody's has confirmed in writing (which may take the form of a press release or other written communication) that (i) it believes the Moody's Rating Condition is not required with respect to an action, (ii) its practice is to not give such confirmations or (iii) no immediate withdrawal or reduction with respect to its then-current rating by Moody's of any Class of Notes will occur as a result of such action; *provided* that the Moody's Rating Condition will not apply if no Class of Notes then outstanding is rated by Moody's; *provided*

further that, if Moody's no longer constitutes a Rating Agency under the Indenture, the Moody's Rating Condition will not apply.

"**Moody's Recovery Amount**" means, with respect to any Collateral Obligation that is a Defaulted Obligation or a Deferring Obligation, an amount equal to:

(a) the applicable Moody's Recovery Rate; *multiplied by*

(b) the Principal Balance of such Collateral Obligation.

"**Moody's Senior Secured Loan**" means:

(a) a loan that:

(i) is not (and cannot by its terms become) subordinate in right of payment to any other debt obligation of the obligor of the loan;

(ii) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the loan and (y) such specified collateral does not consist entirely of equity securities or common stock; *provided* that any loan that would be considered a Moody's Senior Secured Loan but for clause (y) above shall be considered a Moody's Senior Secured Loan if it is a loan made to a parent entity and as to which the Collateral Manager determines in good faith that the value of the common stock of the subsidiary (or other equity interests in the subsidiary) securing such loan at or about the time of acquisition of such loan by the Issuer has a value that is at least equal to the outstanding principal balance of such loan and the outstanding principal balances of any other obligations of such parent entity that are *pari passu* with such loan, which value may include, among other things, the enterprise value of such subsidiary of such parent entity; and

(iii) the value of the collateral securing the loan together with other attributes of the obligor (including, without limitation, its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the commercially reasonable judgment of the Collateral Manager) to repay the loan in accordance with its terms and to repay all other loans of equal seniority secured by a first lien or security interest in the same collateral); or

(b) the loan is not:

(i) a DIP Collateral Obligation; or

(ii) a loan for which the security interest or lien (or the validity or effectiveness thereof) in substantially all of its collateral attaches, becomes effective, or otherwise "springs" into existence after the origination thereof.

"**Non-Emerging Market Obligor**" means an obligor that is Domiciled in (i) the United States or (ii) any country that has a country ceiling for foreign currency bonds of at least "Aa2" by Moody's and, other than with respect to Canada, a Group I Country, a Group II Country, a Group III Country or any Tax Jurisdiction, a foreign currency issuer credit rating of at least "AA-" by S&P.

"**Non-Senior Secured Loan Obligations**" means Collateral Obligations that are not Senior Secured Loans.

"**Note Interest Amount**" means, with respect to any Class of Secured Notes and any Payment Date, the amount of interest for the related Interest Accrual Period payable in respect of each U.S.$100,000 outstanding principal amount of such Class of Notes.

"**Noteholder**" means (a) with respect to any Secured Note, the Holder of such Secured Note and (b) with respect to any Subordinated Note, the Holder of such Subordinated Note.

"**Note Purchase Agreement**" means each note purchase agreement to be entered into among the Co-Issuers and the applicable Retention Holder, in respect of the Notes sold by the Co-Issuers to such Retention Holder, as amended from time to time.

"**Noteholder Reporting Obligations**" means the obligations of each purchaser, beneficial owner and subsequent transferee of any Note or interest therein to obtain and provide the Issuer and the Issuer's agents with information or documentation (including the CRS Self-Certification Form), and to update or correct such information or documentation, as may be necessary or helpful (in the sole determination of the Issuer or the Issuer's agents, as applicable), and to take any other actions that the Issuer or the Issuer's agents deem necessary, to achieve Tax Account Reporting Rules Compliance.

"**Notes**" means (a) the Secured Notes and (b) the Subordinated Notes.

"**Notional Accrual Period**" means the period from and including the Closing Date to but excluding the first Payment Date.

"**Notional Determination Date**" means the second London Banking Day preceding the first day of each Notional Accrual Period.

"**Opinion of Counsel**" means a written opinion addressed to the Trustee and the Subordinated Note Issuing and Paying Agent (or upon which the Trustee and the Subordinated Note Issuing and Paying Agent are permitted to rely) and the Issuer and, if required by the terms of the Indenture, each Rating Agency, in form and substance reasonably satisfactory to the Trustee and each Rating Agency, of a nationally or internationally recognized and reputable law firm (which shall include, for these purposes, each law firm identified in the Offering Circular) one or more of the partners of which are admitted to practice before the highest court of any State of the United States or the District of Columbia (or the Cayman Islands, in the case of an opinion relating to the laws of the Cayman Islands), which law firm may, except as otherwise expressly provided in the Indenture, be counsel for the Issuer or the Co-Issuer or the Collateral Manager, as the case may be, and which law firm shall be reasonably satisfactory to the Trustee. Whenever an Opinion of Counsel is required under the Indenture, such Opinion of Counsel may rely on opinions of other counsel who are so admitted and so satisfactory, which opinions of other counsel shall accompany such Opinion of Counsel and shall either be addressed to the Trustee, the Subordinated Note Issuing and Paying Agent and each Rating Agency or shall state that the Trustee, the Subordinated Note Issuing and Paying Agent and each Rating Agency shall be entitled to rely thereon.

"**Overcollateralization Ratio**" means, with respect to any specified Class or Classes of Secured Notes (other than the Class X Notes) as of any date of determination, the percentage derived from:

(a) the Adjusted Collateral Principal Amount on such date; *divided by*

(b) the Aggregate Outstanding Amount on such date of the Secured Notes (other than the Class X Notes) of such Class or Classes and each Class of Secured Notes (other than the Class X Notes) that ranks senior to or *pari passu* with such Class or Classes.

"**Participation Interest**" means a participation interest in a Loan that, at the time of acquisition, or the Issuer's commitment to acquire the same, satisfies each of the following criteria: (i) such participation, if acquired directly by the Issuer, would qualify as a Collateral Obligation, (ii) the Selling Institution is a lender on the Loan or commitment, (iii) the aggregate participation in the Loan granted by such Selling Institution to any one or more participants does not exceed the principal amount or commitment with respect to which the Selling Institution is a lender under such Loan, (iv) such participation does not grant, in the aggregate, to the participant in such participation a greater interest than the Selling Institution holds in the Loan or commitment that is the subject of the participation, (v) the entire purchase price for such participation interest is paid in full (without the benefit of financing from the Selling Institution or its Affiliates) at the time of the Issuer's acquisition (or, to the extent of a participation in the unfunded commitment under a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, at the time of the funding of such Loan), (vi) the participation provides the participant all of the economic benefit and risk of the whole or part of the Loan or commitment that is the subject of the Loan participation and (vii) such participation is documented under a Loan Syndication and Trading Association, Loan Market Association or similar agreement standard for Loan participation transactions among institutional market

participants. For the avoidance of doubt, a Participation Interest shall not include a sub-participation interest in any Loan.

"**Paying Agent**" means any Person authorized by the Issuer to pay the principal of or interest on any Secured Notes on behalf of the Issuer as specified in the Indenture.

"**Payment Date**" means each of the 2nd day of February, May, August and November of each year (or, if such day is not a Business Day, then the next succeeding Business Day), commencing in February 2018, except that the final Payment Date (subject to any earlier redemption or payment of the Notes) shall be November 2, 2030 (or, if such day is not a Business Day, then the next succeeding Business Day).

"**Performance Fee Threshold Rate**" means 13.0% for the Payment Date in November, 2018, 15.0% for the Payment Date in November, 2019, 17.5% for Payment Date occurring in November, 2020, 17.25% for the Payment Date in November, 2021, and 17.0% for the Payment Date in November, 2022.

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

"**Placement Agency Agreement**" means the placement agency agreement to be entered into among the Co-Issuers and the Placement Agent, in respect of the Notes placed by the Placement Agent, as amended from time to time.

"**Post-Closing ERISA Notes**" means ERISA Restricted Notes that are purchased by (or otherwise transferred to) a Benefit Plan Investor or a Controlling Person following the Closing Date.

"**Principal Balance**" means, subject to certain assumptions with respect to the Assets and calculations relating thereto described in "*Security for the Secured Notes—Collateral Assumptions*," with respect to (a) any Asset that is a security or obligation other than a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, as of any date of determination, the outstanding principal amount of such Asset (excluding any capitalized interest) and (b) any Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, as of any date of determination, the outstanding principal amount of such Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation (excluding any capitalized interest), *plus* (except as expressly set forth in the Indenture) any undrawn commitments that have not been irrevocably reduced or withdrawn with respect to such Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation; *provided* that, for all purposes, the Principal Balance of (1) any Equity Security or interest only strip shall be deemed to be zero and (2) any Defaulted Obligation that has remained a Defaulted Obligation for a continuous period of three years after becoming a Defaulted Obligation and has not been sold or terminated during such three-year period shall be deemed to be zero.

"**Principal Financed Accrued Interest**" means, with respect to (i) any Collateral Obligation owned or purchased by the Issuer on the Closing Date, an amount equal to the amount of Warehouse Principal Financed Accrued Interest and (ii) any Collateral Obligation purchased after the Closing Date, the amount of Principal Proceeds, if any, applied towards the purchase of accrued interest on such Collateral Obligation.

"**Principal Proceeds**" means, with respect to any Collection Period or Determination Date, all amounts received by the Issuer during the related Collection Period that do not constitute Interest Proceeds and any amounts that have been designated as Principal Proceeds pursuant to the terms of the Indenture.

"**Priority Class**" means, with respect to any specified Class of Notes, each Class of Notes that ranks senior to such Class, as indicated in "*Summary of Terms—Principal Terms of the Notes*."

"**Priority Classes' Aggregate Interest Amount**" means, for each Class of Notes that would not be redeemed in connection with a Refinancing of the Secured Notes in part by Class, (A) before giving effect to such Refinancing, the sum of the Interest Amounts for each Class of the Notes that is a Priority Class with respect to such Class (calculated assuming the Refinancing will not occur) and (B) after giving effect to such Refinancing, the sum of the Interest Amounts for each Class of Notes and each class of replacement securities that would be defined as a "Priority Class" with respect to such Class after giving effect to such Refinancing.

"**Priority of Payments**" means, with respect to disbursement of Available Funds and proceeds of the Assets, the priorities described in "*Description of the Notes—Priority of Payments*," including, when applicable, the Special Priority of Payments.

"**Proposed Portfolio**" means the portfolio of Collateral Obligations and Eligible Investments resulting from the proposed purchase, sale, maturity or other disposition of a Collateral Obligation or a proposed reinvestment in an additional Collateral Obligation, as the case may be.

"**Qualified Broker/Dealer**" means any of Antares Capital, Bank of America/Merrill Lynch, Barclays Bank, BMO Capital Markets, BNP Paribas, Citibank, N.A., Citizens Bank, Credit Suisse, Deutsche Bank, Goldman Sachs, HSBC Bank, Jefferies LLC, JP Morgan, KeyBank, Macquarie Group Limited, Mizuho, Morgan Stanley, Nomura, PNC, Royal Bank of Canada, Royal Bank of Scotland, ScotiaBank, Societe Generale, SunTrust Bank, TD Securities, UBS, U.S. Bank National Association, Wells Fargo, and/or any of their respective operating affiliates, or any nationally or internationally recognized broker/dealer that is active in the market for assets like the Collateral Obligations as designated by the Collateral Manager and the Issuer, with notice to the Trustee, from time to time.

"**Qualified Institutional Buyer**" has the meaning set forth in Rule 144A.

"**Qualified Purchaser**" has the meaning set forth in the Investment Company Act.

"**Rating Agency**" means each of Moody's and S&P, for so long as the Notes rated by such entity on the Closing Date are outstanding and rated by such entity.

"**Record Date**" means, with respect to the Global Notes, the date one day prior to the applicable Payment Date and, with respect to any Certificated Notes, the date 15 days prior to the applicable Payment Date.

"**Redemption Date**" means any Business Day specified for a redemption of Notes pursuant to the Indenture.

"**Redemption Price**" means, (a) for each Secured Note to be redeemed or purchased in connection with a Re-Pricing (x) 100% of the Aggregate Outstanding Amount of such Secured Note *plus* (y) accrued and unpaid interest thereon (including interest on any accrued and unpaid Secured Note Deferred Interest, in the case of the Class C Notes, Class D Notes and Class E Notes) to the Redemption Date or the Re-Pricing Date, as applicable, and (b) for each Subordinated Note, its proportional share (based on the Aggregate Outstanding Amount of such Note) of the portion of the proceeds of the remaining Collateral Obligations, Eligible Investments and other distributable Assets (after giving effect to the Optional Redemption, Clean-Up Call Redemption or Tax Redemption of the Secured Notes in whole or after all of the Secured Notes have been repaid in full and payment in full of (and/or creation of a reserve for) all expenses (including all Management Fees and Administrative Expenses (without regard to the Administrative Expense Cap) of the Co-Issuers) that is distributable to the Subordinated Notes; *provided* that, in connection with any Tax Redemption, Optional Redemption or Clean-Up Call Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the holders of such Class of Secured Notes.

"**Refinancing Interest Proceeds**" means, in connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds, (i) if the related Redemption Date is a Payment Date, zero or (ii) if the Redemption Date is not a Payment Date, (x) Interest Proceeds up to the amount of accrued and unpaid interest (accrued through the Redemption Date) on each Class being refinanced, but only to the extent that such Interest Proceeds would be available under the Priority of Payments to pay accrued and unpaid interest on such Class on the next Payment Date, taking into account scheduled distributions on the Assets that are expected to be received prior to the next Determination Date *plus* (y) an amount equal to the amount the Collateral Manager determines, in its commercially reasonable judgment, to be the lesser of (a) the actual amount of Refinancing expenses incurred in connection with such redemption of Secured Notes from Refinancing Proceeds or (b) the amount that would have been available for distribution under clauses (A) and (W) of "Summary of Terms—Application of Interest Proceeds" for the payment of Administrative Expenses with respect to such redemption on the next subsequent Payment Date.

"**Refinancing Proceeds**" means the cash proceeds from a Refinancing.

"**Refinancing/Re-Pricing Issuance**" means any additional issuance of Subordinated Notes pursuant to the Subordinated Note Issuing and Paying Agency Agreement for the sole purpose of paying fees and expenses associated with a Refinancing or a Re-Pricing.

"**Registered**" means, in registered form for U.S. federal income tax purposes.

"**Registered Investment Advisor**" means a Person duly registered as an investment advisor in accordance with the Investment Advisers Act.

"**Regulation S**" has the meaning set forth in Regulation S under the Securities Act.

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

"**Reinvestment Target Par Balance**" means, as of any date of determination, the Target Initial Par Amount *minus* (i) the amount of any reduction in the Aggregate Outstanding Amount of the Notes through the payment of Principal Proceeds *plus* (ii) the aggregate amount of Principal Proceeds that result from the issuance of any additional notes under and in accordance with the Indenture (after giving effect to such issuance of any additional notes).

"**Related Obligation**" means an obligation issued by the Collateral Manager, any of its Affiliates that are collateralized debt obligation funds or any other Person that is a collateralized debt obligation fund whose investments are primarily managed by the Collateral Manager or any of its Affiliates.

"**Required Interest Diversion Amount**" means, the lesser of (x) 50% of Available Funds from the Collateral Interest Amount on any Payment Date after application of such Collateral Interest Amount to the payment of amounts set forth in clauses (A) through (P) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and (y) the minimum amount that needs to be deposited into the Collection Account as Principal Proceeds in order to cause the Interest Diversion Test to be satisfied.

"**Restricted Trading Period**" means the period during which (i) a Specified Downgrade Period has occurred and is continuing and (ii) after giving effect to any sale of the relevant Collateral Obligations, the Reinvestment Target Par Balance will be greater than the Collateral Principal Amount (excluding from such calculation the Aggregate Principal Balance of the Collateral Obligations being sold but including the Sale Proceeds of such Collateral Obligations); *provided* that (1) such period will not be a Restricted Trading Period upon the direction of the Issuer with the consent of a Majority of each Class of Secured Notes then rated by a Rating Agency, which direction shall remain in effect until the earlier of (A) a further downgrade or withdrawal of either Rating Agency's rating of any Class of Secured Notes that would result in a Specified Downgrade Period to be in effect and (B) a subsequent direction to the Issuer (with a copy to the Trustee and the Collateral Administrator) by a Majority of the Controlling Class declaring the beginning of a Restricted Trading Period and (2) no Restricted Trading Period shall restrict any sale of a Collateral Obligation entered into by the Issuer at a time when a Restricted Trading Period is not in effect, regardless of whether such sale has settled.

"**Retention Holder**" means each of (a) Great American Life Insurance Company, (b) Great American Insurance Company, (c) the Collateral Manager and (d) (i) in the case of a single Retention Holder, a "majority-owned affiliate" (as defined in the U.S. Risk Retention Rules) of the Collateral Manager or (ii) in the case of multiple Retention Holders, one or more "majority-owned affiliates" (as defined in the U.S. Risk Retention Rules) of the Collateral Manager, each of which is a wholly-owned subsidiary of the Collateral Manager's ultimate parent, in each case, if such entity is holding all or part of the Retained Interest as the retention holder in accordance with the U.S. Risk Retention Rules, and any successor, assignee or transferee to the extent permitted under the U.S. Risk Retention Rules.

"**Reuters Screen**" means Reuters Page LIBOR01 (or such other page that may replace that page on such service for the purpose of displaying comparable rates) as reported by Bloomberg Financial Markets Commodities News as of 11:00 a.m., London time, on the Interest Determination Date.

"**Revolving Collateral Obligation**" means any Collateral Obligation (other than a Delayed Drawdown Collateral Obligation) that is a loan (including, revolving loans, funded and unfunded portions of revolving credit lines, unfunded commitments under specific facilities and other similar loans and investments) that by its terms may require one or more future advances to be made to the borrower by the Issuer; *provided* that any such Collateral Obligation will be a Revolving Collateral Obligation only until all commitments to make advances to the borrower expire or are terminated or irrevocably reduced to zero.

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

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

"**S&P**" means S&P Global Ratings, an S&P Global business, and any successor or successors thereto.

"**S&P Asset Specific Recovery Rating**" means, with respect to any Collateral Obligation, the corporate recovery rating assigned by S&P (*i.e.*, the S&P Recovery Rate) to such Collateral Obligation.

"**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 Initial Par Amount
B	Collateral Principal Amount (excluding the Aggregate Principal Balance of the Collateral Obligations other than S&P CLO Specified Assets) *plus* the S&P Collateral Value of the Collateral Obligations other than S&P CLO Specified Assets
WARR	Weighted Average S&P Recovery Rate for the S&P Required Notes

"**S&P CDO BDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

0.050497 + (4.292407 * WAS) + (1.076535 * WARR), where

Term	Meaning
WAS	Weighted Average Floating Spread
WARR	Weighted Average S&P Recovery Rate for the S&P Required Notes

"**S&P CDO Formula Election Date**" means the date designated by the Collateral Manager upon at least five Business Days' prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilize the S&P CDO Adjusted BDR. A S&P CDO Formula Election Date may occur only once after an S&P CDO Model Election Date has occurred.

"**S&P CDO Model Election Date**" means the date designated by the Collateral Manager upon at least five Business Days' prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilize the S&P CDO Monitor. A S&P CDO Model Election Date may occur only once after an S&P CDO Formula Election Date has occurred.

"**S&P CDO Model Election Period**" means any date on and after an S&P CDO Model Election Date so long as no S&P CDO Formula Election Date has occurred since such S&P CDO Model Election Date.

"**S&P CDO Monitor**" means the model that is currently available at https://www.sp.sfproducttools.com. The inputs to the S&P CDO Monitor shall be chosen by the Collateral Manager and include either (x) a Weighted Average S&P Recovery Rate and a Weighted Average Floating Spread from Annex C or (y) a Weighted Average S&P Recovery Rate and a Weighted Average Floating Spread confirmed in writing by S&P; *provided* that, as of the

date such inputs to the S&P CDO Monitor are selected, the Weighted Average S&P Recovery Rate for the S&P Required Class equals or exceeds the chosen Weighted Average S&P Recovery Rate and the Weighted Average Floating Spread equals or exceeds the chosen Weighted Average Floating Spread.

"**S&P CDO Monitor Formula Election Period**" means (i) the period from the Effective Date until the occurrence of an S&P CDO Model Election Date and (ii) thereafter, any date on and after an S&P CDO Formula Election Date so long as no S&P CDO Model Election Date has occurred since such S&P CDO Formula Election Date.

"**S&P CDO SDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

0.329915 + (1.210322 * EPDR) – (0.586627 * DRD) + (2.538684 / ODM) + (0.216729 / IDM) + (0.0575539 /RDM) – (0.0136662 * WAL) where

Term	Meaning
EPDR	S&P Expected Portfolio Default Rate
DRD	S&P Default Rate Dispersion
ODM	S&P Obligor Diversity Measure
IDM	S&P Industry Diversity Measure
RDM	S&P Regional Diversity Measure
WAL	S&P Weighted Average Life

For purposes of this calculation, the following definitions will apply:

"**S&P Default Rate**" means, for each S&P CLO Specified Asset, the assumed default rate contained within Standard & Poor's default rate table (see "CDO Evaluator 7.2 Parameters Required To Calculate S&P Global Ratings Portfolio Benchmarks," or such other published table by S&P that the Collateral Manager provides to the Collateral Administrator) using the S&P CLO Specified Asset's S&P Rating and the number of years to maturity. If the number of years to maturity is not an integer, the default rate is determined using linear interpolation.

"**S&P Default Rate Dispersion**" means the value calculated by *multiplying* the Principal Balance for each S&P CLO Specified Asset *by* the absolute value of the difference between the S&P Default Rate and the S&P Expected Portfolio Default Rate, then *summing* the total for the portfolio, then *dividing* this result *by* the Aggregate Principal Balance of the S&P CLO Specified Assets.

"**S&P Excel Default Model Input File**" means an electronic spreadsheet file in Microsoft Excel format to be provided to S&P by the Collateral Manager or by the Collateral Administrator at the direction of the Collateral Manager, which file shall include the balance of cash and Eligible Investments in each Account and the following information (to the extent such information is available and is not confidential, unless the terms of such Collateral Obligation allow disclosure of such confidential information to S&P) with respect to each Collateral Obligation: (a) the name and country of domicile of the issuer thereof and the particular issue held by the Issuer, (b) the CUSIP, LoanX ID and/or other applicable identification number associated with such Collateral Obligation, (c) the par value of such Collateral Obligation, (d) the type of issue (including, by way of example, whether such Collateral Obligation is a bond, loan, a Cov-Lite Loan or a First Lien Last Out Loan), using such abbreviations as may be selected by the Collateral Administrator, (e) a description of the index or other applicable benchmark upon which the interest payable on such Collateral Obligation is based (including, by way of example, fixed rate, step-up rate, zero coupon and LIBOR) and, in the case of a LIBOR Floor Obligation, the specified "floor" rate per annum, (f) the coupon (in the case of a Collateral Obligation which bears interest at a fixed rate) or the spread over the applicable index (in the case of a Collateral Obligation which bears interest at a floating rate), (g) the S&P industry classification for such Collateral Obligation, (h) the stated maturity date of such Collateral Obligation, (i) the S&P Rating of such Collateral Obligation or the issuer thereof, as applicable, (j) the priority category of such Collateral Obligation used to determine the S&P Recovery Rate, if available, (k) the balance in cash and Eligible Investments for each account of the Issuer, (l) such other information as the Collateral Manager may determine to include in such file and (m) the settlement date (or, if not yet settled, the anticipated settlement date and purchase price).

"**S&P Expected Portfolio Default Rate**" means the value calculated by *multiplying* the Principal Balance of each S&P CLO Specified Asset *by* the S&P Default Rate, then *summing* the total for the portfolio, and then *dividing* this result *by* the Aggregate Principal Balance of all of the S&P CLO Specified Assets.

"**S&P Industry 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, then *dividing* each of these amounts *by* the Aggregate Principal Balance of the S&P CLO Specified Assets from all the industries, squaring the result for each industry, then taking the reciprocal of the sum of these squares.

"**S&P Obligor Diversity Measure**" means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets from each obligor and its affiliates, then *dividing* each of these amounts *by* the Aggregate Principal Balance of S&P CLO Specified Assets from all the obligors in the portfolio, squaring the result for each obligor, then taking the reciprocal of the sum of these squares.

"**S&P Regional Diversity Measure**" means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each Standard & Poor's region categorization (see "CDO Evaluator 7.2 Parameters Required to Calculate S&P Global Ratings Portfolio Benchmarks", or such other published table by S&P that the Collateral Manager provides to the Collateral Administrator), then *dividing* each of these amounts *by* the Aggregate Principal Balance of the S&P CLO Specified Assets from all regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Required Class**" means the Controlling Class.

"**S&P Weighted Average Life**" means the value calculated by determining the number of years between the current date and the maturity date of each S&P CLO Specified Asset, then *multiplying* each S&P CLO Specified Asset's Principal Balance *by* its number of years, *summing* the results of all S&P CLO Specified Assets, and *dividing* this amount *by* the aggregate remaining principle balance at such time of all S&P CLO Specified Assets.

"**S&P CLO Specified Assets**" means Collateral Obligations with an S&P Rating equal to or higher than "CCC-".

"**S&P Collateral Value**" means, with respect to any Defaulted Obligation or Deferring Obligation, the lesser of (a) the S&P Recovery Amount of such Defaulted Obligation or Deferring Obligation as of the relevant Measurement Date and (b) the Market Value of such Defaulted Obligation or Deferring Obligation as of the relevant Measurement Date.

"**S&P Effective Date Condition**" means a condition that is satisfied if, on or after the Effective Date, S&P has confirmed in writing to the Issuer (or has been deemed to confirm) (which confirmation may be in the form of an email to the Issuer or the Collateral Manager or a press release), the Trustee and the Collateral Manager its initial rating of each Class of Secured Notes; *provided* that the S&P Effective Date Rating 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 S&P Effective Date Rating Condition is not required or (ii) its practice is not to give such confirmation.

"**S&P Rating**" has the meaning specified in Annex C hereto.

"**S&P Rating Condition**" means, with respect to any action taken or to be taken by or on behalf of the Issuer, a condition that is satisfied if S&P has, upon request of the Collateral Manager or the Issuer, confirmed in writing (including by means of electronic message, facsimile transmission, press release, posting to its internet website, or any other means implemented by S&P), or has waived the review of such action by such means, to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager that no immediate withdrawal or reduction with respect to its then-current rating by S&P of any Class of Secured Notes will occur as a result of such action; *provided* that (i) the S&P Rating Condition will be deemed to be satisfied if no Class of Secured Notes then outstanding is rated by S&P or (ii) if S&P makes a public announcement or informs the Issuer, the Collateral Manager or the Trustee in writing that (a) it believes that satisfaction of the S&P Rating Condition is not required with respect to an action or (b) its practice is not to give such confirmations, satisfaction of the S&P Rating Condition will not be required with respect to such action.

"**S&P Recovery Amount**" means, with respect to any Collateral Obligation, an amount equal to:

(i) the applicable S&P Recovery Rate; *multiplied by*

(ii) the Principal Balance of such Collateral Obligation.

"**S&P Recovery Rate**" means, with respect to a Collateral Obligation, the recovery rate determined in the manner set forth in Annex C using (unless expressly stated otherwise) the initial rating of the most senior Class of Secured Notes outstanding at the time of determination.

"**S&P Weighted Average Recovery Rate**" means, as of any date of determination, the number, expressed as a percentage for the S&P Required Class, obtained by *summing* the products obtained by *multiplying* the outstanding Principal Balance of each Collateral Obligation (excluding any Defaulted Obligation) *by* its corresponding recovery rate as determined in accordance with Annex C hereto, *dividing* such sum *by* the Aggregate Principal Balance of all Collateral Obligations (excluding any Defaulted Obligations), and *rounding* to the nearest tenth of a percent.

"**Sale Proceeds**" are all proceeds (excluding accrued interest, if any) received with respect to any Collateral Obligation or Eligible Investment as a result of sales of such Collateral Obligation or Eligible Investment in accordance with the restrictions described in "*Security for the Secured Notes—Sales of Collateral Obligations; Purchase of additional Collateral Obligations and Investment Criteria*," *less* any reasonable expenses incurred by the Collateral Manager, the Collateral Administrator or the Trustee (other than amounts payable as Administrative Expenses) in connection with such sales.

"**Second Lien Loan**" means any assignment of or Participation Interest in a Loan that: (a) is not (and cannot by its terms become) subordinate in right of payment to any other obligation of the obligor of the Loan but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to a Senior Secured Loan of such obligor; (b) is secured by a valid second-priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the Second Lien Loan; (c) the value of the collateral securing the Second Lien Loan together with other attributes of the obligor (including its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow), is adequate (in the commercially reasonable judgment of the Collateral Manager, as certified to the Trustee in writing) to repay the Loan in accordance with its terms and to repay all other Loans of equal or higher seniority secured by a lien or security interest in the same collateral; and (d) is not secured solely or primarily by common stock or other equity interests; *provided* that the limitation set forth in this clause (d) shall not apply with respect to a Loan made to a parent entity that is secured solely or primarily by the stock of one or more subsidiaries of such parent entity to the extent that the granting by any such subsidiary of a lien on its own property would violate law or regulations applicable to such subsidiary (whether the obligation secured is such Loan or any other similar type of indebtedness outstanding to third parties).

"**Section 13 Banking Entity**" means an entity that (i) is defined as a "banking entity" under the Volcker Rule regulations (Section __.2(c)), (ii) in connection with a supplemental indenture, no later than the deadline for providing consent specified in the notice for such supplemental indenture, provides written certification to the Issuer and the Trustee that it is a "banking entity" under the Volcker Rule regulations (Section __.2(c)), and (iii) identifies the Class or Classes of Notes held by such entity and the outstanding principal amount thereof. Any holder that does not provide such certification in connection with a supplemental indenture will be deemed for purposes of such supplemental indenture not to be a Section 13 Banking Entity. If no entity provides such certification, then no Section 13 Banking Entities will be deemed to exist for purposes of any required consent or action under the Transaction Documents.

"**Secured Note Deferred Interest**" means: (i) with respect to the Class C Notes, any interest due on the Class C Notes on any Payment Date to the extent sufficient funds are not available to make payment of such interest in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date; (ii) with respect to the Class D Notes, any interest due on the Class D Notes on any Payment Date to the extent sufficient funds are not available to make payment of such interest in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date; and (iii) with respect to the Class E Notes, any interest due on the Class E Notes on any Payment Date to the extent sufficient funds are not available to make payment of such interest in accordance with

the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date.

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

"**Secured Parties**" means collectively the holders of the Secured Notes, the Collateral Manager, the Collateral Administrator and the Trustee.

"**Securities Account Control Agreement**" means the Securities Account Control Agreement dated as of the Closing Date between the Issuer, the Trustee and Citibank, N.A., as custodian.

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

"**Securities Intermediary**" is as defined in Section 8-102(a)(14) of the UCC.

"**Securities Lending Agreement**" means an agreement pursuant to which the issuer agrees to loan any securities lending counterparty one or more assets and such securities lending counterparty agrees to post collateral with the trustee or a Securities Intermediary to secure its obligation to return such assets to the issuer.

"**Selling Institution**" means the entity obligated to make payments to the Issuer under the terms of a Participation Interest.

"**Senior Secured Loan**" means any assignment of or Participation Interest in a Loan that: (a) is not (and cannot by its terms become) subordinate in right of payment to any other obligation of the obligor of the Loan; (b) is secured by a valid first-priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the Loan; (c) the value of the collateral securing the Loan together with other attributes of the obligor (including its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the commercially reasonable judgment of the Collateral Manager, as certified to the Trustee in writing) to repay the Loan in accordance with its terms and to repay all other Loans of equal seniority secured by a first lien or security interest in the same collateral; and (d) is not secured solely or primarily by common stock or other equity interests; *provided* that the limitation set forth in this clause (d) shall not apply with respect to a Loan made to a parent entity that is secured solely or primarily by the stock of one or more of the subsidiaries of such parent entity to the extent that the granting by any such subsidiary of a lien on its own property would violate law or regulations applicable to such subsidiary (whether the obligation secured is such Loan or any other similar type of indebtedness owing to third parties).

"**Specified DIP Amendment**" means, with respect to a DIP Collateral Obligation, amortization modifications, extensions of maturity, reductions of the principal amount owed, nonpayment of interest or principal due and payable, or any modification, variance, or event that would, in the reasonable business judgment of the Collateral Manager, have a material adverse impact on the value of such DIP Collateral Obligation.

"**Specified Downgrade Period**" means the period during which (a) the Moody's rating of the Class A Notes is "Aa1(sf)" or below, (b) the S&P rating of the Class A Notes is "AA+(sf)" or below, (c) the S&P rating of the Class B Notes is "A+(sf)" or below or (d) the Moody's rating of the Class A Notes or the S&P rating of the Class A Notes or the Class B Notes has been withdrawn and not reinstated. For the avoidance of doubt, the withdrawal of any rating with respect to any Class of Secured Notes that are no longer outstanding will not cause a Specified Downgrade Period.

"**Stated Maturity**" means the Payment Date in November, 2030.

"**Step-Down Obligation**" means an obligation or security which by the terms of the related Underlying Instruments provides for a decrease in the *per annum* interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate or the operation of any specified "floor" for such index or benchmark as contemplated by clause (b) of the definition of "LIBOR Floor Obligation") or in the spread over the applicable index or benchmark rate, over time (in each case other than decreases that are conditioned upon an improvement in the creditworthiness of the obligor or changes in a pricing

grid or based on improvements in financial ratios); *provided* that an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer shall not constitute a Step-Down Obligation.

"**Step-Up Obligation**" means an obligation or security which by the terms of the related Underlying Instruments provides for an increase in the *per annum* interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate or the operation of any specified "floor" for such index or benchmark as contemplated by clause (b) of the definition of "LIBOR Floor Obligation") or in the spread over the applicable index or benchmark rate, over time (in each case other than increases that are conditioned upon a decline in the creditworthiness of the obligor or changes in a pricing grid or based on deteriorations in financial ratios); *provided* that an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer shall not constitute a Step-Up Obligation.

"**Structured Finance Obligation**" means any obligation secured directly by, referenced to, or representing ownership of, a pool of receivables or other financial assets of any obligor, including collateralized debt obligations and mortgage-backed securities.

"**Subordinated Note Issuing and Paying Agency Agreement**" means the agreement dated on or about October 19, 2017 between the Issuer and the Subordinated Note Issuing and Paying Agent relating to the issuance of the Subordinated Notes and payments in respect thereof.

"**Subordinated Note Issuing and Paying Agent**" means Citibank, N.A., in its capacity as subordinated note issuing and paying agent under the Subordinated Note Issuing and Paying Agency Agreement, and any successor thereto.

"**Subordinated Noteholders**" means the Holders of the Subordinated Notes.

"**Subordinated Notes**" means the Subordinated Notes issued pursuant to the Subordinated Note Issuing and Paying Agency Agreement.

"**Subordinated Notes Internal Rate of Return**" means, as of any date of determination, an annualized internal rate of return (computed using the "XIRR" function in Microsoft® Excel 2002 or an equivalent function in another software package), stated on a *per annum* basis, for the following cash flows, assuming all Subordinated Notes were purchased on the Closing Date for U.S.$40,700,000:

(i) each distribution of Interest Proceeds made to the holders of the Subordinated Notes on any prior Payment Date and, to the extent necessary to reach the applicable Subordinated Notes Internal Rate of Return, the current Payment Date; and

(ii) each distribution of Principal Proceeds made to the holders of the Subordinated Notes on any prior Payment Date and, to the extent necessary to reach the applicable Subordinated Notes Internal Rate of Return, the current Payment Date.

"**Substantial United States Owner**" has the meaning specified in Section 1473(2) of the Code.

"**Supermajority**" means (a) with respect to any Class of Secured Notes, the holders of at least 66-2/3% of the Aggregate Outstanding Amount of the Secured Notes of such Class and (b) with respect to the Subordinated Notes, the holders of at least 66-2/3% of the Aggregate Outstanding Amount of the Subordinated Notes.

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

"**Target Initial Par Amount**" equals U.S.$450,000,000.

"**Target Initial Par Condition**" means a condition satisfied as of any date of determination if (i) the Aggregate Principal Balance of Collateral Obligations that are held by the Issuer and that the Issuer has committed to purchase

on such date, together (without duplication) with (ii) the amount of any proceeds of prepayments, maturities or redemptions of Collateral Obligations purchased by the Issuer prior to such date (other than any such proceeds that have been reinvested or committed to be reinvested in Collateral Obligations held by the Issuer under clause (i) on such date of determination which shall be included in the determination of the Aggregate Principal Balance), will equal or exceed the Target Initial Par Amount; *provided* that, for purposes of this definition, any Collateral Obligation that becomes a Defaulted Obligation prior to the Effective Date shall be treated as having a Principal Balance equal to the lesser of (i) its S&P Collateral Value and (ii) its Moody's Collateral Value.

"**Tax Account Reporting Rules**" means FATCA, and any other laws, intergovernmental agreements, administrative guidance or official interpretations, adopted or entered into on, before or after the date of the Indenture, by one or more governments providing for the collection of financial account information and the automatic exchange of such information between or among governments for purposes of improving tax compliance, including but not limited to the Cayman FATCA Legislation, and any laws, intergovernmental agreements or other guidance adopted pursuant to the global standard for automatic exchange of financial account information issued by the OECD.

"**Tax Account Reporting Rules Compliance**" means compliance with Tax Account Reporting Rules as necessary to avoid (a) fines, penalties, or other sanctions imposed on the Issuer or any of its directors or (b) the withholding or imposition of tax from or in respect of payments to or for the benefit of the Issuer.

"**Tax Account Reporting Rules Compliance Costs**" means the costs to the Issuer of achieving Tax Account Reporting Rules Compliance.

"**Tax Event**" means an event that occurs if (i) any obligor under any Collateral Obligation is required to deduct or withhold from any payment under such Collateral Obligation to the Issuer for or on account of any tax for whatever reason (other than (x) withholding tax on (1) amendment, waiver, consent and extension fees and (2) commitment fees and other similar fees in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations and (y) withholding tax imposed as a result of the failure by any Holder to comply with its Noteholder Reporting Obligations, so long as the Issuer, within 60 days after the imposition of such withholding tax, exercises its right to demand that such Non-Permitted Holder transfer its interest to a Person that is not a Non-Permitted Holder and, if such Non-Permitted Holder fails to so transfer its Notes, the Issuer (or the Collateral Manager acting for the Issuer) exercises its right to sell such Notes or interest therein to a person that is not a Non-Permitted Holder) and such obligor is not required to pay to the Issuer such additional amount as is necessary to ensure that the net amount actually received by the Issuer (free and clear of taxes, whether assessed against such obligor or the Issuer) will equal the full amount that the Issuer would have received had no such deduction or withholding occurred or (ii) any jurisdiction imposes net income, profits or similar tax on the Issuer.

"**Tax Jurisdiction**" means the Bahamas, Bermuda, the British Virgin Islands, the Cayman Islands, the Channel Islands, Curaçao, St. Maarten and any other tax advantaged jurisdiction as may be notified by Moody's to the Collateral Manager from time to time.

"**Third Party Credit Exposure**" means as of any date of determination, the Principal Balance of each Collateral Obligation that consists of a Participation Interest.

"**Third Party Credit Exposure Limits**" means limits that shall be satisfied if the Third Party Credit Exposure with counterparties having the ratings below from S&P do not exceed the percentage of the Collateral Principal Amount specified below:

S&P's credit rating of Selling Institution	Aggregate Percentage Limit	Individual Percentage Limit
AAA	20%	20%
AA+	10%	10%
AA	10%	10%
AA-	10%	10%
A+	5%	5%

A	5%	5%
A- and below	0%	0%

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 Aggregate Percentage Limit and Individual Percentage Limit shall be 0%.

"**Transaction Documents**" means the Indenture, the Collateral Management Agreement, the Collateral Administration Agreement, the Securities Account Control Agreement, the Placement Agency Agreement, the Subordinated Note Issuing and Paying Agency Agreement, each Note Purchase Agreement and the Administration Agreement.

"**Trustee**" means Citibank, N.A., in its capacity as Trustee under the Indenture, and any successor thereto.

"**Underlying Instrument**" means the indenture or other agreement pursuant to which an Asset has been issued or created and each other agreement that governs the terms of or secures the obligations represented by such Asset or of which the holders of such Asset are the beneficiaries.

"**United States person**" has the meaning specified in Section 7701(a)(30) of the Code.

"**Unpaid Class X Principal Amortization Amount**" means, for any Payment Date, the aggregate amount of all or any portion of the Class X Principal Amortization Amounts for any prior Payment Dates that were not paid on such prior Payment Dates.

"**Unscheduled Principal Payments**" means any principal payments received with respect to a Collateral Obligation during and after the Reinvestment Period as a result of optional redemptions, exchange offers, tender offers, consents or other payments or prepayments (x) made at the option of the issuer thereof, (y) not payable on scheduled dates or (z) not made in pre-determined amounts.

"**Unsecured Loan**" means a senior unsecured Loan obligation of any corporation, partnership or trust which is not (and by its terms is not permitted to become) subordinate in right of payment to any other debt for borrowed money incurred by the obligor under such Loan (other than any subordination resulting from such other debt for borrowed money being secured by all or any portion of the assets of such obligor and having a prior claim to the proceeds of such assets upon sale or liquidation).

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

"**Warehouse Facility**" means the revolving loan agreement dated as of July 6, 2017 by and among the Issuer, as borrower, the lenders and investors party thereto from time to time, Royal Bank of Canada, as administrative agent, and the Collateral Manager, as amended from time to time.

"**Warehouse Principal Financed Accrued Interest**" means with respect to any Collateral Obligation owned or purchased by the Issuer on the Closing Date, including any Investor Financed Assets, an amount equal to the unpaid interest and delayed compensation on such Collateral Obligation that accrued prior to the Closing Date that is owing to the Issuer and remains unpaid as of the Closing Date, as set forth in the Indenture.

"**Weighted Average S&P Recovery Rate**" means, as of any measurement date, the number, expressed as a percentage and determined separately for each Class of Secured Notes, obtained by *summing* the products obtained by *multiplying* the outstanding Principal Balance of each Collateral Obligation *by* its corresponding recovery rate as determined in accordance with Annex C hereto, *dividing* such sum *by* the Aggregate Principal Balance of all Collateral Obligations, and *rounding* to the nearest tenth of a percent.

"**Zero Coupon Security**" means any debt security or other obligation that, at the time of purchase, does not provide for the payment of cash interest.

INDEX OF DEFINED TERMS

Following is an index of defined terms used in this Offering Circular and the page number where each definition appears.

Annex A-1

FORM OF PURCHASER REPRESENTATION LETTER FOR ERISA RESTRICTED CERTIFICATED NOTES THAT ARE SUBORDINATED NOTES

[DATE]

Citibank, N.A., as Subordinated Note Issuing and Paying Agent
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07310
Attention: Securities Window - AMMC CLO 21, Limited

Re: AMMC CLO 21, Limited (the "**Issuer**"); Subordinated Notes

Reference is hereby made to the Subordinated Note Issuing and Paying Agency Agreement, dated as of October 19, 2017, between the Issuer and Citibank, N.A., as Subordinated Note Issuing and Paying Agent (as amended from time to time, the "**Subordinated Note Issuing and Paying Agency Agreement**"). Capitalized terms not defined in this Certificate shall have the meanings ascribed to them in the Subordinated Note Issuing and Paying Agency Agreement or, if not defined therein, in the final offering circular in respect of the Subordinated Notes referenced below.

This letter relates to U.S.$_____ aggregate outstanding principal amount of Subordinated Notes (the "**Subordinated Notes**") in the form of one or more certificated Subordinated Notes to effect the transfer of the Subordinated Notes to _____ (the "**Transferee**"**).**

The Transferee hereby represents, warrants and covenants for the benefit of the Issuer and its counsel that it is:

(a) (PLEASE CHECK ONLY ONE)

_____ a "qualified institutional buyer" as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**"), who is also a "qualified purchaser" (within the meaning of the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and the rules thereunder, a "**Qualified Purchaser**") or an entity beneficially owned exclusively by Qualified Purchasers and is acquiring the Subordinated Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder;

_____ an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act who is also a Qualified Purchaser or an entity beneficially owned exclusively by Qualified Purchasers; or

_____ an "accredited investor" as defined in Rule 501(a) under the Securities Act who is also a Knowledgeable Employee (as defined in Rule 3c-5 promulgated under the Investment Company Act (a "**Knowledgeable Employee**")) with respect to the Issuer or an entity owned exclusively by Knowledgeable Employees with respect to the Issuer; and

(b) acquiring the Subordinated Notes for our own account (and not for the account of any other Person) in a minimum denomination of U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof.

The Transferee further represents, warrants and agrees as follows:

1. The Transferee understands that the Subordinated Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Subordinated Notes have not been and will not be registered under the Securities Act, and, if in the future it decides to offer, resell, pledge or otherwise transfer the Subordinated Notes, such Subordinated Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Subordinated Note Issuing and Paying Agency Agreement and the legends on such Subordinated Notes, including any requirement for written certifications. In particular, the Transferee understands that the Subordinated Notes may be transferred only (I) to a person that is (a) a Qualified Purchaser, or an entity beneficially owned exclusively by Qualified Purchasers, that is either (i) a

"qualified institutional buyer" as defined in Rule 144A under the Securities Act who purchases such Subordinated Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (ii) an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act that purchases such Subordinated Notes in a non-public transaction or (b) a Knowledgeable Employee with respect to the Issuer, or an entity beneficially owned exclusively by Knowledgeable Employees with respect to the Issuer, that is an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchases such Subordinated Notes in a non-public transaction or (II) to a person that is not a "U.S. person" as defined in Regulation S under the Securities Act, and is acquiring the Subordinated Notes in an offshore transaction (as defined in Regulation S thereunder) in reliance on the exemption from registration provided by Regulation S thereunder. The Transferee acknowledges that no representation is made as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Subordinated Notes. It understands that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act. The Transferee understands and acknowledges that the Issuer has the right, under the Subordinated Note Issuing and Paying Agency Agreement, to compel any Holder or beneficial owner of an interest in the Subordinated Notes that fails to comply with the foregoing requirements to sell its interest in such Subordinated Notes, or may sell such interest on behalf of such Holder or owner.

2. In connection with its purchase of the Subordinated Notes: (i) none of the Co-Issuers, the Placement Agent, the Collateral Manager, the Subordinated Note Issuing and Paying Agent, the Trustee, the Collateral Administrator or any of their respective Affiliates is acting as a fiduciary or financial or investment adviser for it; (ii) the Transferee is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Co-Issuers, the Placement Agent, the Collateral Manager, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator or any of their respective Affiliates other than any statements in the final offering circular for such Subordinated Notes; (iii) the Transferee has read and understands the final offering circular for such Subordinated Notes (including, without limitation, the descriptions therein of the structure of the transaction in which the Subordinated Notes are being issued and the risks to purchasers of the Subordinated Notes); (iv) the Transferee has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary, and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Subordinated Note Issuing and Paying Agency Agreement) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Co-Issuers, the Placement Agent, the Collateral Manager, the Subordinated Note Issuing and Paying Agent, the Collateral Administrator or any of their respective Affiliates; (v) the Transferee will hold and transfer at least the Minimum Denomination of such Subordinated Notes; (vi) the Transferee was not formed for the purpose of investing in the Subordinated Notes; (vii) the Transferee is a sophisticated investor and is purchasing the Subordinated Notes with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks; (viii) none of the Transferee or any of its affiliates (as such term is defined in Rule 501(b) of Regulation D under the Securities Act) or any other Person acting on any of their behalf will engage, in connection with such Subordinated Notes, in any form of (A) general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (B) directed selling efforts within the meaning of Rule 902(c) of Regulation S thereunder; (ix) the Transferee has not solicited and will not solicit offers for such Subordinated Notes, and has not arranged and will not arrange commitments to purchase such Subordinated Notes, except in accordance with the Subordinated Note Issuing and Paying Agency Agreement and any applicable U.S. federal and state securities laws and the securities laws of any other jurisdiction in which such Subordinated Notes have been offered and (x) if the Transferee is not a United States person (as defined below), it is not acquiring any Subordinated Note as part of a plan to reduce, avoid or evade U.S. federal income tax.

3. (i) The Transferee is either (x) a Person that is (A) a Qualified Purchaser for purposes of Section 3(c)(7) of the Investment Company Act (or an entity beneficially owned exclusively by Qualified Purchasers) that is either (1) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act who purchases such Subordinated Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (2) an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act or (B) a Knowledgeable Employee with respect to the Issuer for purposes of Rule 3c-5 of the Investment Company Act (or an entity owned exclusively by Knowledgeable Employees with respect to the Issuer) that is an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchase such Subordinated Notes in a non-public transaction or (y) not a "U.S. person" as defined in Regulation S under the Securities Act and is acquiring the

Subordinated Notes in an offshore transaction (as defined in Regulation S thereunder) in reliance on the exemption from registration provided by Regulation S thereunder; (ii) the Transferee is acquiring the Subordinated Notes as principal solely for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (iii) the Transferee is not a broker-dealer which owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan; (iv) the Transferee agrees that it shall not hold any Subordinated Notes for the benefit of any other Person, that it shall at all times be the sole beneficial owner thereof for purposes of the Investment Company Act and all other purposes and that it shall not sell participation interests in the Subordinated 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 Subordinated Notes and (v) the Transferee will hold and transfer at least the Minimum Denomination of the Subordinated Notes and the Transferee will provide notice of the relevant transfer restrictions to subsequent transferees, including that the Transferee may be relying on the exemption from registration under the Securities Act provided by Rule 144A thereunder.

4. The Transferee acknowledges and agrees that all of the assurances given by it in certifications required by the Subordinated Note Issuing and Paying Agency Agreement as to its status under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or as to its status as an Affected Bank are correct and are for the benefit of the Issuer, the Subordinated Note Issuing and Paying Agent, the Placement Agent and the Collateral Manager. The Transferee agrees and acknowledges that neither the Issuer nor the Subordinated Note Issuing and Paying Agent will recognize any transfer of the Subordinated Notes if such transfer may result in 25% or more of the value of the Subordinated Notes being held by Benefit Plan Investors, as defined in 29 C.F.R Section 2510.3-101 and Section 3(42) of ERISA. The Transferee further agrees and acknowledges that no transfer of a Global Note to a Benefit Plan Investor or 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 will be permitted, and the Subordinated Note Issuing and Paying Agent will not recognize any such transfer. For this purpose, 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, and "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. The Transferee further agrees and acknowledges that the Issuer has the right, under the Subordinated Note Issuing and Paying Agency Agreement, to compel any beneficial owner of a Subordinated Note who has made or has been deemed to make a prohibited transaction, or a Benefit Plan Investor, Controlling Person or Similar Law representation that is subsequently shown to be false or misleading or whose ownership otherwise causes a violation of the 25% Limitation to sell its interest in the Subordinated Note, or may sell such interest on behalf of such owner.

5. The Transferee will treat its Subordinated Notes as equity in the Issuer for United States federal and, to the extent permitted by law, state and local income and franchise tax purposes unless otherwise required by any relevant taxing authority.

6. The Transferee is _____ (check if applicable) a "United States person" within the meaning of Section 7701(a)(30) of the Code, and a properly completed and signed Internal Revenue Service Form W-9 (or applicable successor form) is attached hereto; or _____ (check if applicable) not a "United States person" within the meaning of Section 7701(a)(30) of the Code, and a properly completed and signed applicable Internal Revenue Service Form W-8 (or applicable successor form) is attached hereto. The Transferee understands and acknowledges that failure to provide the Issuer or the Subordinated Note Issuing and Paying Agent with the applicable tax certifications or the failure to meet its Noteholder Reporting Obligations may result in withholding or back-up withholding from payments to it in respect of the Subordinated Notes.

7. The Transferee hereby agrees to provide the Issuer and Subordinated Note Issuing and Paying Agent all information necessary to comply with the Noteholder Reporting Obligations. The Transferee understands and acknowledges that the Issuer may provide such information and any other information concerning its investment in the Subordinated Notes to the U.S. Internal Revenue Service, the Cayman Islands Tax Information Authority and any other relevant taxing authority. The Transferee understands and acknowledges that the Issuer has the right, under the Subordinated Note Issuing and Paying Agency Agreement, to (i) withhold any payments on the

Subordinated Notes for taxes imposed under Tax Account Reporting Rules and (ii) compel any Holder or beneficial owner of an interest in the Subordinated Notes that fails to comply with the foregoing requirements or whose ownership of the Subordinated Notes may preclude the Issuer's Tax Account Reporting Rules Compliance to sell its interest in such Subordinated Notes, or may sell such interest on behalf of such Holder or owner.

8. The Transferee agrees not to seek to commence in respect of the Issuer, the Co-Issuer or any Blocker Subsidiary, or cause the Issuer, the Co-Issuer or any Blocker Subsidiary to commence, a bankruptcy proceeding before a year (or, if longer, the applicable preference period then in effect) and a day has elapsed since the payment in full to the holders of the Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any Rating Agency at the request of the Issuer) issued pursuant to the Indenture.

9. The Transferee hereby represents and warrants that it is not an Affected Bank and it agrees and acknowledges that no transfer of a Subordinated Note to an Affected Bank will be effective and the Subordinated Note Issuing and Paying Agent will not recognize any such transfer, unless such transfer is specifically authorized by the Issuer in writing; *provided* that the Issuer shall authorize any such transfer if (x) such transfer would not cause an Affected Bank, directly or in conjunction with its affiliates, to own more than 33-1/3% of the aggregate outstanding principal amount of the Subordinated Notes or (y) the transferor is an Affected Bank previously approved by the Issuer. An "**Affected Bank**" is a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that is not (a) a United States person (within the meaning of Section 7701(a)(30) of the Code), (b) entitled to the benefits of an income tax treaty with the United States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0%, or (c) exempt from U.S. federal withholding tax due to its income being effectively connected with a trade or business in the United States.

10. If the Transferee acquires more than 50% of the Subordinated Notes, by fair market value, or such Transferee is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i)), the Transferee agrees to (i) cause any member of such expanded affiliated group (assuming that the Issuer is a "participating FFI" within the meaning of Treasury Regulations Section 1.1471-5(f)(1)) that is treated as a "foreign financial institution" within the meaning of section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder to be a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury Regulations Section 1.1471-4(e), and (ii) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e), in each case except to the extent that the Issuer or its agents have provided such Transferee with an express waiver of this provision.

11. To the extent required by the Issuer, as determined by the Issuer or the Collateral Manager on behalf of the Issuer, the Issuer may, upon notice to the Subordinated Note Issuing and Paying Agent, impose additional transfer restrictions on the Subordinated Notes to comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and other similar laws or regulations, including, without limitation, requiring each transferee of a Subordinated Note to make representations to the Issuer in connection with such compliance.

12. The Transferee represents and warrants that _____ (check if applicable) upon acquisition by the Transferee of the Subordinated Notes, the Subordinated Notes will constitute Collateral Manager Notes; or _____ (check if applicable) upon acquisition by the Transferee of the Subordinated Notes, the Subordinated Notes will not constitute Collateral Manager Notes.

13. The Transferee will provide notice to each person to whom the Transferee proposes to transfer any interest in the Subordinated Notes of the transfer restrictions and representations set out in Section 2.4 (Registration, Registration of Transfer and Exchange) of the Subordinated Note Issuing and Paying Agency Agreement, including the Exhibits referenced therein, and the legends on the Subordinated Notes.

14. The Transferee understands that the Issuer, the Subordinated Note Issuing and Paying Agent, the Placement Agent and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and the Transferee hereby consents to such reliance.

[The remainder of this page has been intentionally left blank.]

Name of Purchaser:

Dated:

By:_____
Name:
Title:

Outstanding principal amount of Subordinated Notes: U.S.$_____

Purchase Price (as a percentage of par): _____%

Form of Subordinated Notes:

_____ Certificated Subordinated Note

_____ Rule 144A Global Subordinated Note

_____ Regulation S Global Subordinated Note

Taxpayer identification number:

Address for notices:

Wire transfer information for payments:

Bank:

Address:

Bank ABA#:

Account #:

Telephone:

FAO:

Facsimile:

Attention:

Attention:

Denominations of certificates (if applicable and if more than one):
Registered name:

cc: AMMC CLO 21, Limited
c/o MaplesFS Limited
P.O. Box 1093
Queensgate House
Grand Cayman, KY1-1102
Cayman Islands

Annex A-2

FORM OF ERISA AND AFFECTED BANK CERTIFICATE

The purpose of this Certificate (this "**Certificate**") is, among other things, to (i) endeavor to ensure that less than 25% of the value of each ERISA Restricted Notes Class issued by AMMC CLO 21, Limited (the "**Issuer**") is held by "Benefit Plan Investors" as defined under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and the U.S. Department of Labor's regulations set forth at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulations**"), so that the Issuer will not be subject to the U.S. federal employee benefits provisions contained in ERISA and Section 4975 of the Internal Revenue Code of 1986 (the "**Code**"), (ii) endeavor to ensure that no Affected Bank, directly or in conjunction with its affiliates, owns more than 33-1/3% of any ERISA Restricted Notes Class, (iii) obtain from you certain representations and agreements and (iv) provide you with certain related information with respect to your acquisition, holding or disposition of ERISA Restricted Notes. **By signing this Certificate, you agree to be bound by its terms**.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalized terms not defined in this Certificate shall have the meanings ascribed to them in the final offering circular of the Issuer and the Indenture or the Subordinated Note Issuing and Paying Agency Agreement.

Please review the information in this Certificate and check the box(es) that are applicable to you.

If a box is not checked, you are agreeing that the applicable Section does not, and will not, apply to you. If you intend to purchase interests in ERISA Restricted Notes in the form of Global Notes, you must check Box 4 and you must not check Boxes 1, 2, 3 or 7; otherwise you will not be permitted to purchase such interests.

1. ☐**Employee Benefit Plans Subject to ERISA or the Code**. We, or the entity on whose behalf we are acting, are an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4, Subtitle B of Title I of ERISA or a "plan" within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.

> **Examples**: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or "IRAs" and "Keogh" plans and (iv) certain tax-qualified educational and savings trusts.

2. ☐**Entity Holding Plan Assets by Reason of Plan Asset Regulations**. We, or the entity on whose behalf we are acting, are an entity, account or fund whose underlying assets include "plan assets" by reason of a Benefit Plan Investor's investment in such entity.

> **Examples**: (i) an insurance company separate account in which Benefit Plan Investors invest, (ii) a bank collective trust fund in which Benefit Plan Investors invest and (iii) a hedge fund or other private investment vehicle where 25% or more of the value of any class of its equity is held by Benefit Plan Investors.

If you check Box 2, please indicate the maximum percentage of the entity or fund that will constitute "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code: ____%.

An entity or fund that cannot provide the foregoing percentage hereby acknowledges that for purposes of determining whether Benefit Plan Investors own less than 25% of the value of each ERISA Restricted Notes Class issued by the Issuer, 100% of the assets of the entity or fund will be treated as "plan assets."

ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any question regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

3. ☐**Insurance Company General Account**. We, or the entity on whose behalf we are acting, are an insurance company purchasing ERISA Restricted Notes with funds from our or their general account (*i.e.*, the insurance company's corporate investment portfolio), whose assets, in whole or in part, constitute "plan assets" for purposes of the Plan Asset Regulations.

If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute "plan assets" for purposes of conducting the 25% test under the Plan Asset Regulations:____%. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100% IN THE BLANK SPACE.

4. ☐**None of Sections (1) Through (3) Above Apply**. We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections (1) through (3) above.

5. **No Prohibited Transaction**. If we checked any of the boxes in Sections (1) through (3) above, we represent, warrant and agree that our acquisition, holding and disposition of ERISA Restricted Notes (or interests therein) do not and will not constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

6. **Not Subject to Similar Law and No Violation of Similar Law**. If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local non- U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer or the Collateral Manager (or other persons responsible for the investment and operation of the Issuer's assets) to federal, state, local, other federal or non-U.S. laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the Code, and (b) our acquisition, holding and disposition of the ERISA Restricted Notes (or interests therein) do not and will not constitute or result in a violation of any federal, state, local, other federal or non-U.S. law or regulation that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**").

7. ☐**Controlling Person**. We are, or we are acting on behalf of any of: (i) the Trustee, (ii) the Subordinated Note Issuing and Paying Agent, (iii) the Collateral Manager, (iv) any person that has discretionary authority or control with respect to the assets of the Issuer, (v) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (vi) any "affiliate" of any of the above persons. "Affiliate" shall have the meaning set forth in the Plan Asset Regulations. Any of the persons described in the first sentence of this Section (7) is referred to in this Certificate as a "Controlling Person."

Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25% of the value of each ERISA Restricted Notes Class, the value of any ERISA Restricted Notes held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

Compelled Disposition. We acknowledge and agree that:

(i) if any representation that we made hereunder is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25% Limitation, the Issuer shall, promptly after such discovery (or upon notice from the Trustee or the Subordinated Note Issuing and Paying Agent if the Trustee or the Subordinated Note Issuing and Paying Agent makes the discovery (who, in each case, agree to notify the Issuer of such discovery, if any)), send notice to us demanding that we transfer our interest to a person that is not a Non-Permitted ERISA Holder within 10 days after the date of such notice;

(ii) if we fail to transfer our ERISA Restricted Notes as described in (i) above, the Issuer shall have the right, without further notice to us, to sell such ERISA Restricted Notes or our interest in such ERISA Restricted Notes, to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose;

(iii) the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to such ERISA Restricted

Notes and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;

(iv) by our acceptance of an interest in ERISA Restricted Notes, we agree to cooperate with the Issuer to effect such transfers;

(v) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and

(vi) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to us as a result of any such sale or the exercise of such discretion.

Required Notification and Agreement. We hereby agree that we (a) will inform the Trustee or the Subordinated Note Issuing and Paying Agent (as applicable) of any proposed transfer by us of all or a specified portion of ERISA Restricted Notes and (b) will not initiate any such transfer after we have been informed by the Issuer or either of the Trustee or the Subordinated Note Issuing and Paying Agent (as applicable) in writing that such transfer would cause the 25% Limitation to be exceeded. We hereby agree and acknowledge that after the Trustee or the Subordinated Note Issuing and Paying Agent effects any permitted transfer of ERISA Restricted Notes owned by us to a Benefit Plan Investor or a Controlling Person or receives notice of any such permitted change of status, the Trustee or the Subordinated Note Issuing and Paying Agent shall include such ERISA Restricted Notes in future calculations of the 25% Limitation unless subsequently notified that such ERISA Restricted Notes (or such portion), as applicable, would no longer be deemed to be held by Benefit Plan Investors or Controlling Persons.

8. ☐**Affected Bank**. We, or the entity on whose behalf we are acting, are a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that is not (x) a United States person (within the meaning of Section 7701(a)(30) of the Code), (y) entitled to the benefits of an income tax treaty with the United States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0%, or (z) exempt from U.S. federal withholding tax due to its income being effectively connected with a trade or business in the United States.

Note: We understand that, if we checked the box in Section 8, the Trustee or the Subordinated Note Issuing and Paying Agent (as applicable) will not register the transfer of ERISA Restricted Notes to us unless such transfer is specifically authorized by the Issuer in writing; *provided* that the Issuer shall authorize any such transfer if (x) such transfer would not cause an Affected Bank, directly or in conjunction with its affiliates, to own more than 33-1/3% of the aggregate outstanding principal amount of any ERISA Restricted Notes Class or (y) the transferor of the ERISA Restricted Notes to it is an Affected Bank previously approved by the Issuer.

9. **Continuing Representation; Reliance**. We acknowledge and agree that the representations contained in this Certificate shall be deemed made on each day from the date we make such representations through and including the date on which we dispose of our interests in the ERISA Restricted Notes. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer, the Trustee, and the Subordinated Note Issuing and Paying Agent to determine that (i) Benefit Plan Investors own or hold less than 25% of the value of each ERISA Restricted Notes Class upon any subsequent transfer of ERISA Restricted Notes in accordance with the Indenture or the Subordinated Note Issuing and Paying Agency Agreement (as applicable) and (ii) no Affected Bank, directly or in conjunction with its affiliates, owns or holds more than 33-1/3% of any ERISA Restricted Notes Class at any time.

10. **Further Acknowledgement and Agreement**. We acknowledge and agree that (i) all of the assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent, the Placement Agent and the Collateral Manager as third-party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, the Subordinated Note Issuing and Paying Agent, the Placement Agent, the Collateral Manager, Affiliates of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above

and (iii) any acquisition or transfer of ERISA Restricted Notes by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.

11. **Future Transfer Requirements.**

Transferee Letter and its Delivery. We acknowledge and agree that we may not transfer any ERISA Restricted Notes to any person unless the Trustee or the Subordinated Note Issuing and Paying Agent, as applicable, has received a certificate substantially in the form of this Certificate. Any attempt to transfer in violation of this section will be null and void from the beginning, and of no legal effect.

Note: Unless you are notified otherwise, the name and address of the Trustee is as follows:

For Note transfer purposes and presentation:

Citibank, N.A., as Trustee
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07310
Attention: Securities Window - AMMC CLO 21, Limited

For all other purposes:

Citibank, N.A., as Trustee
388 Greenwich Street
New York, NY 10013
Attention: Agency & Trust - AMMC CLO 21, Limited

and the name and address of the Subordinated Note Issuing and Paying Agent is as follows:

For Note transfer purposes and presentation:

Citibank, N.A., as Subordinated Note Issuing and Paying Agent
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07310
Attention: Securities Window - AMMC CLO 21, Limited

For all other purposes:

Citibank, N.A., as Subordinated Note Issuing and Paying Agent
388 Greenwich Street
New York, NY 10013
Attention: Agency & Trust - AMMC CLO 21, Limited

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate.

Name of Purchaser: _____

By:_____
Name:
Title:
Dated:

This Certificate relates to U.S.$_____ of ERISA Restricted Notes

Annex A-3

FORM OF PURCHASER REPRESENTATION LETTER FOR ERISA RESTRICTED CERTIFICATED NOTES THAT ARE SECURED NOTES

Citibank, N.A., as Trustee
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07310
Attention: Securities Window - AMMC CLO 21, Limited

Re: AMMC CLO 21, Limited (the "**Issuer**"); Class E Notes

Reference is hereby made to the Indenture, dated as of October 19, 2017, between the Issuer, AMMC CLO 21, LLC (the "**Co-Issuer**" and, together with the Issuer, the "**Co-Issuers**") and Citibank, N.A., as Trustee and, solely as expressly specified therein, in its individual capacity (as amended from time to time, the "**Indenture**"). Capitalized terms not defined in this Certificate shall have the meanings ascribed to them in the Indenture or, if not defined therein, the final offering circular in respect of the Secured Notes referenced below.

This letter relates to U.S.$_____ aggregate outstanding principal amount of Class E Notes (the "**Secured Notes**"), in the form of one or more Certificated Notes to effect the transfer of the Secured Notes to _____ _____ (the "**Transferee**").

In connection with such request, and in respect of such Secured Notes, the Transferee does hereby certify that the Secured Notes are being transferred (i) in accordance with the transfer restrictions set forth in the Indenture and (ii) pursuant to an exemption from registration under the United States Securities Act of 1933, as amended (the "**Securities Act**") and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In addition, the Transferee hereby represents, warrants and covenants for the benefit of the Issuer and its counsel that we are:

(a) **(PLEASE CHECK ONLY ONE)**

_____ a "qualified institutional buyer" as defined in Rule 144A under the Securities Act who is also a "qualified purchaser" (as defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and the rules thereunder (a "**Qualified Purchaser**")) or an entity beneficially owned exclusively by Qualified Purchasers and is acquiring the Secured Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder;

_____ an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act who is also a Qualified Purchaser or an entity beneficially owned exclusively by Qualified Purchasers;

_____ an "accredited investor" as defined in Rule 501(a) under the Securities Act who is also a Knowledgeable Employee (as defined in Rule 3c-5 promulgated under the Investment Company Act (a "**Knowledgeable Employee**")) with respect to the Issuer or an entity owned exclusively by Knowledgeable Employees with respect to the Issuer; and

(b) acquiring the Secured Notes for our own account (and not for the account of any other Person) in a minimum denomination of U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof.

The Transferee further represents, warrants and covenants for the benefit of the Issuer as follows:

1. The Transferee understands that the Secured Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Secured Notes have not been and will not be registered under the Securities Act, and, if in the future it decides to offer, resell, pledge or otherwise transfer the Secured Notes, such Secured Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Indenture and the legends on such Secured Notes, including any requirement

for written certifications. In particular, the Transferee understands that the Secured Notes may be transferred only (I) to a person that is (a) a Qualified Purchaser, or an entity beneficially owned exclusively by Qualified Purchasers, that is either (i) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act who purchases such Secured Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (ii) an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act that purchases such Secured Notes in a non-public transaction or (b) a Knowledgeable Employee with respect to the Issuer, or an entity beneficially owned exclusively by Knowledgeable Employees with respect to the Issuer, that is an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchases such ERISA Restricted Notes in a non-public transaction or (II) to a person that is not a "U.S. person" as defined in Regulation S under the Securities Act, and is acquiring the Secured Notes in an offshore transaction (as defined in Regulation S thereunder) in reliance on the exemption from registration provided by Regulation S thereunder. The Transferee acknowledges that no representation has been made as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Secured Notes. The Transferee understands that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act. The Transferee understands and acknowledges that the Issuer has the right, under the Indenture, to compel any Holder or beneficial owner of an interest in the Secured Notes that fails to comply with the foregoing requirements to sell its interest in such Secured Notes, or may sell such interest on behalf of such Holder or owner.

2. In connection with the Transferee's purchase of the Secured Notes: (i) none of the Co-Issuers, the Placement Agent, the Collateral Manager, the Trustee, the Collateral Administrator or any of their respective Affiliates is acting as a fiduciary or financial or investment adviser for the Transferee; (ii) the Transferee is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Co-Issuers, the Collateral Manager, the Trustee, the Collateral Administrator, the Placement Agent or any of their respective Affiliates other than any statements in the final offering circular for such Secured Notes; (iii) the Transferee has read and understands the final offering circular for such Secured Notes (including, without limitation, the descriptions therein of the structure of the transaction in which the Secured Notes are being issued and the risks to purchasers of the Secured Notes); (iv) the Transferee has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary, and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Indenture) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Co-Issuers, the Placement Agent, the Collateral Manager, the Trustee, the Collateral Administrator or any of their respective Affiliates; (v) the Transferee will hold and transfer at least the Minimum Denomination of such Secured Notes; (vi) the Transferee was not formed for the purpose of investing in the Secured Notes; (vii) the Transferee is a sophisticated investor and is purchasing the Secured Notes with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks; (viii) none of the Transferee or any of its affiliates (as such term is defined in Rule 501(b) of Regulation D under the Securities Act) or any other Person acting on any of their behalf will engage, in connection with such Secured Notes, in any form of (A) general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (B) directed selling efforts within the meaning of Rule 902(c) of Regulation S thereunder; (ix) the Transferee has not solicited and will not solicit offers for such Secured Notes, and has not arranged and will not arrange commitments to purchase such Secured Notes, except in accordance with the Indenture and any applicable U.S. federal and state securities laws and the securities laws of any other jurisdiction in which such Secured Notes have been offered and (x) if the Transferee is not a United States person (as defined below), it is not acquiring any Secured Note as part of a plan to reduce, avoid or evade U.S. federal income tax.

3. (i) The Transferee is either (x) a Person that is (A) a Qualified Purchaser for purposes of Section 3(c)(7) of the Investment Company Act (or an entity beneficially owned exclusively by Qualified Purchasers) that is either (1) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act who purchases such Secured Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder or (2) an institutional "accredited investor" as defined in Rule 501(a)(1)-(3) or (7) under the Securities Act or (B) a Knowledgeable Employee with respect to the Issuer for purposes of Rule 3c-5 of the Investment Company Act (or an entity owned exclusively by Knowledgeable Employees with respect to the Issuer) that is an "accredited investor" as defined in Rule 501(a) under the Securities Act that purchase such Secured Notes in a non-public transaction or (y) not a "U.S. person" as defined in Regulation S under the Securities Act and is acquiring the Secured Notes in an offshore transaction (as defined in Regulation S thereunder) in reliance on the exemption from

registration provided by Regulation S thereunder; (ii) the Transferee is acquiring its interest in the Secured Notes as principal solely for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (iii) the Transferee is not a broker-dealer which owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan; (iv) the Transferee agrees that it shall not hold any Secured Notes for the benefit of any other Person, that it shall at all times be the sole beneficial owner thereof for purposes of the Investment Company Act and all other purposes and that it shall not sell participation interests in the Secured 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 Secured Notes; and (v) the Transferee will hold and transfer at least the Minimum Denomination of the Secured Notes and the Transferee will provide notice of the relevant transfer restrictions to subsequent transferees, including that the Transferee may be relying on the exemption from registration under the Securities Act provided by Rule 144A thereunder.

4. The Transferee acknowledges and agrees that all of the assurances given by it in certifications required by the Indenture as to its status under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or as to its status as an Affected Bank are correct and are for the benefit of the Issuer, the Trustee, the Placement Agent and the Collateral Manager. The Transferee agrees and acknowledges that neither the Issuer nor the Trustee will recognize any transfer of the Secured Notes that are ERISA Restricted Notes if such transfer may result in 25% or more of the value of the relevant Class of Secured Notes being held by Benefit Plan Investors, as defined in 29 C.F.R. Section 2510.3-101 and Section 3(42) of ERISA. The Transferee further agrees and acknowledges that no transfer of a Global Note to a Benefit Plan Investor or 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 will be permitted. For this purpose, 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, and "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. The Transferee further agrees and acknowledges that the Issuer has the right, under the Indenture, to compel any beneficial owner of a Secured Note who has made or has been deemed to make a prohibited transaction, or a Benefit Plan Investor, Controlling Person or Similar Law representation that is subsequently shown to be false or misleading or whose ownership otherwise causes a violation of the 25% Limitation to sell its interest in the Secured Note, or may sell such interest on behalf of such owner.

5. The Transferee will treat its Secured Notes as debt of the Issuer for United States federal and, to the extent permitted by law, state and local income and franchise tax purposes unless otherwise required by any relevant taxing authority, except that Transferees of the Class E Notes may make a protective qualified electing fund election.

6. The Transferee is _____ (check if applicable) a "United States person" within the meaning of Section 7701(a)(30) of the Code, and a properly completed and signed Internal Revenue Service Form W-9 (or applicable successor form) is attached hereto; or _____ (check if applicable) not a "United States person" within the meaning of Section 7701(a)(30) of the Code, and a properly completed and signed applicable Internal Revenue Service Form W-8 (or applicable successor form) is attached hereto. It understands and acknowledges that failure to provide the Issuer or the Trustee with the applicable tax certifications or the failure to meet its Noteholder Reporting Obligations may result in withholding or back-up withholding from payments to it in respect of the Secured Notes.

7. The Transferee hereby agrees to provide the Issuer and Trustee all information necessary to comply with the Noteholder Reporting Obligations. The Transferee understands and acknowledges that the Issuer may provide such information and any other information concerning its investment in the Secured Notes to the U.S. Internal Revenue Service, the Cayman Islands Tax Information Authority and any other relevant taxing authority. The Transferee understands and acknowledges that the Issuer has the right, under the Indenture, to (i) withhold on any payments on the Secured Notes for taxes imposed under Tax Account Reporting Rules and (ii) compel any Holder or beneficial owner of an interest in the Secured Notes that fails to comply with the foregoing requirements or whose ownership of the Secured Notes may preclude the Issuer's Tax Account Reporting Rules Compliance to sell its interest in such Secured Notes, or may sell such interest on behalf of such owner.

8. The Transferee hereby represents and warrants that it is not an Affected Bank and it agrees and acknowledges that no transfer of a Secured Note to an Affected Bank will be effective and the Trustee will not recognize any such transfer, unless such transfer is specifically authorized by the Issuer in writing; *provided* that the Issuer shall authorize any such transfer if (x) such transfer would not cause an Affected Bank, directly or in conjunction with its affiliates, to own more than 33-1/3% of the aggregate outstanding principal amount of any ERISA Restricted Notes Class or (y) the transferor is an Affected Bank previously approved by the Issuer. An "**Affected Bank**" is a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that is not (a) a United States person (within the meaning of Section 7701(a)(30) of the Code), (b) entitled to the benefits of an income tax treaty with the United States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0% or (c) exempt from U.S. federal withholding tax due to its income being effectively connected with a trade or business in the United States.

9. To the extent required by the Issuer, as determined by the Issuer or the Collateral Manager on behalf of the Issuer, the Issuer may, upon notice to the Trustee, impose additional transfer restrictions on the Secured Notes to comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and other similar laws or regulations, including, without limitation, requiring each transferee of a Secured Note to make representations to the Issuer in connection with such compliance.

10. The Transferee agrees not to seek to commence in respect of the Issuer, the Co-Issuer or any Blocker Subsidiary, or cause the Issuer, the Co-Issuer or any Blocker Subsidiary to commence, a bankruptcy proceeding before a year (or, if longer, the applicable preference period then in effect) and a day has elapsed since the payment in full to the holders of the Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any Rating Agency at the request of the Issuer) issued pursuant to the Indenture.

11. The Transferee represents and warrants that _____ (check if applicable) upon acquisition by the Transferee of the Secured Notes, the Secured Notes will constitute Collateral Manager Notes; or _____ (check if applicable) upon acquisition by the Transferee of the Secured Notes, the Secured Notes will not constitute Collateral Manager Notes.

12. The Transferee will provide notice to each person to whom the Transferee proposes to transfer any interest in the Secured Notes of the transfer restrictions and representations set out in Section 2.5 (Registration, Registration of Transfer and Exchange) of the Indenture, including the Exhibits referenced therein, Sections 2.11 and 2.12 of the Indenture, and the legends on the Secured Notes.

13. The Transferee understands that the Issuer, the Trustee, the Placement Agent and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and the Transferee hereby consents to such reliance.

[The remainder of this page has been intentionally left blank.]

Name of Purchaser:

Dated:

By:_____
Name:
Title:

Outstanding principal amount of Class E Notes: U.S.$_____

Purchase Price (as a percentage of par): _____%

Form of Notes:

_____ Certificated Note

_____ Rule 144A Global Note

_____ Regulation S Global Note

Taxpayer identification number:

Address for notices:

Wire transfer information for payments:

Bank:

Address:

Bank ABA#:

Account #:

Telephone:

FAO:

Facsimile:

Attention:

Attention:

Denominations of certificates (if more than one):
Registered name:

cc: AMMC CLO 21, Limited
c/o MaplesFS Limited
P.O. Box 1093
Queensgate House
Grand Cayman, KY1-1102
Cayman Islands

Annex B

MOODY'S RATING DEFINITIONS

"**Assigned Moody's Rating**" means the monitored publicly available rating, the estimated rating or the unpublished monitored rating expressly assigned to a debt obligation (or facility) by Moody's that addresses the full amount of the principal and interest promised; *provided* that, so long as the Issuer (or the Collateral Manager on its behalf) applies for a new estimated rating, or renewal of an estimated rating, in a timely manner and provides the information required to obtain such estimate or renewal, as applicable, then pending receipt of such estimate or renewal, as applicable, (A) in the case of a request for a new estimated rating, (i) for a period of 90 days, such debt obligation will have an Assigned Moody's Rating of "B3" for purposes of this definition if the Collateral Manager certifies to the Trustee that the Collateral Manager believes that such estimated rating will be at least "B3" and (ii) thereafter, such debt obligation will have an Assigned Moody's Rating of "Caa3," (B) in the case of an annual request for a renewal of an estimated rating, (i) the Issuer for a period of 30 days after 12 months from the previous applicable credit estimate, will continue using the previous estimated rating assigned by Moody's with respect to such debt obligation until such time as Moody's renews such estimated rating or assigns a new estimated rating for such debt obligation, (ii) after the expiration of such period as described in clause (i), for a period of 60 days thereafter, such prior estimated rating assigned by Moody's will be adjusted down one subcategory until such time as Moody's renews such estimated rating or assigns a new estimated rating for such debt obligation and (iii) at all times after the expiration of such 60-day period, but before Moody's renews such estimated rating or assigns a new estimated rating, such debt obligation will be deemed to have an Assigned Moody's Rating of "Caa3" and (C) in the case of a request for a renewal of an estimated rating following a material deterioration in the creditworthiness of the obligor or a material documentary change in respect of such debt obligation, the Issuer will continue using the previous estimated rating assigned by Moody's until such time as (x) Moody's renews such estimated rating or assigns a new estimated rating for such debt obligation or (y) the criteria specified in clause (A) in connection with an annual request for a renewal of an estimated rating becomes applicable in respect of such debt obligation; *provided further* that, in the case of any Collateral Obligation that is the subject of a credit estimate by Moody's, the Issuer will, (a) on a quarterly basis, notify Moody's of (1) any Specified Amendment or (2) any documentary change which, in each case, is known to the Issuer or the Collateral Manager to have occurred during the related calendar quarter and deemed to be material by the Collateral Manager with respect to such Collateral Obligation and (b) in respect of any Collateral Obligation with respect to which notice has been given to Moody's pursuant to the foregoing clause (a), apply for a renewal of an estimated rating for such Collateral Obligation from Moody's promptly following the giving of such notice.

"**CFR**" means with respect to an obligor of a Collateral Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; *provided* that, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's corporate family does have a corporate family rating, then the CFR is such corporate family rating.

"Moody's Default Probability Rating" means, with respect to any Collateral Obligation, as of any Measurement Date, the rating determined in accordance with the following methodology:

(a) With respect to a Collateral Obligation (other than any DIP Collateral Obligation), if the obligor of such Collateral Obligation has a CFR, then such CFR;

(b) With respect to a Collateral Obligation (other than any DIP Collateral Obligation) the rating of which is not determined pursuant to clause (a) above, if the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then such Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

(c) With respect to a Collateral Obligation (other than any DIP Collateral Obligation) the rating of which is not determined pursuant to clauses (a) or (b) above, if the obligor of such Collateral Obligation has one or more senior secured obligations with an Assigned Moody's Rating (other than any estimated 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) With respect to a Collateral Obligation (other than any DIP Collateral Obligation) the rating of which is not determined pursuant to clauses (a), (b) or (c) above, if a credit estimate has been assigned to such Collateral 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 credit estimate as long as such credit estimate or a renewal for such credit 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 credit estimate has been issued or provided by Moody's for a period (x) longer than 13 months but not beyond 15 months, the Moody's Default Probability Rating will be one subcategory lower than such credit estimate and (y) beyond 15 months, the Moody's Default Probability Rating will be deemed to be "Caa3;"

(e) With respect to any DIP Collateral Obligation, the Moody's Default Probability Rating of such Collateral Obligation shall be the rating which is one subcategory below the Assigned Moody's Rating of such DIP Collateral Obligation;

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

(g) With respect to a Collateral Obligation the rating of which is not determined pursuant to any of clauses (a) through (f) above, the Collateral Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3;"

provided that, for purposes of calculating a Moody's Default Probability Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be.

"**Moody's Derived Rating**" means, with respect to a Collateral 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) (i) If such Collateral Obligation has an S&P Rating, then by adjusting the S&P Rating by the number of rating subcategories pursuant to the table below:

Type of Collateral Obligation	S&P Rating (Public and Monitored)	Collateral 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 a Loan	-1
Not Structured Finance Obligation	≤ "BB+"	Not a Loan or Participation Interest in a Loan	-2
Not Structured Finance Obligation		Loan or Participation Interest in a Loan	-2

(ii) if such Collateral Obligation is not rated by S&P but another security or obligation of the obligor has a public and monitored rating by S&P (a "parallel security"), then the rating of such parallel security will, at the election of the Collateral Manager, be determined in accordance with the table set forth in subclause (a)(i) above, and the Moody's Derived Rating for purposes of clauses (a)(iv) and (b)(v) of the definition of "Moody's Rating" and clause (f) of the definition of "Moody's Default Probability Rating" (as applicable) of such Collateral Obligation in accordance with the methodology set forth in the following table (for such purposes treating the parallel security as if it were rated by Moody's at the rating determined pursuant to this subclause (a)(ii):

Obligation Category of Rated Obligation	**Rating of Rated Obligation**	**Number of Subcategories Relative to Rated Obligation Rating**
Senior secured obligation	greater than or equal to B2	-1
Senior secured obligation	less than B2	-2
Subordinated obligation	greater than or equal to B3	+1
Subordinated obligation	less than B3	0

or

(iii) if such Collateral Obligation is a DIP Collateral Obligation, 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 Obligations that may have a Moody's Rating derived from an S&P Rating as set forth in sub-clauses (i) or (ii) of this clause (a) may not exceed 10% of the Collateral Principal Amount; or

(b) if not determined pursuant to clause (a) above and such Collateral Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer of such Collateral 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 Obligation to assign a rating or credit estimate with respect to such Collateral Obligation but such rating or credit estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating shall be (x) "B3" if the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Collateral Manager believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Obligations determined pursuant to this clause (b) does not exceed 5% of the Collateral Principal Amount or (y) otherwise, "Caa3;"

provided that, for purposes of calculating a Moody's Derived Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be.

"**Moody's Rating**" means, with respect to any Collateral Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(a) With respect to a Collateral Obligation that is Senior Secured Loan:

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

(ii) if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has a CFR, then the Moody's Rating that is one subcategory higher than such CFR;

(iii) if neither clause (i) nor (ii) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral 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 clauses (i) through (iii) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(v) if none of clauses (i) through (iv) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of "Caa3;" and

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

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

(ii) if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

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

(iv) if none of clauses (i), (ii) or (iii) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral 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 clauses (i) through (iv) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(vi) if none of clauses (i) through (v) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of "Caa3;"

provided that, for purposes of calculating a Moody's Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be.

"**Specified Amendment**" means, with respect to any Collateral Obligation that is the subject of a credit estimate by Moody's, any waiver, modification, amendment or variance that would:

(i) modify the amortization schedule with respect to such Collateral Obligation in a manner that:

(a) reduces the Dollar amount of any Scheduled Distribution by more than the greater of (x) 20% and (y) U.S.$250,000;

(b) postpones any Scheduled Distribution by more than two payment periods or eliminates a Scheduled Distribution; or

(c) causes the Weighted Average Life of the applicable Collateral Obligation to increase by more than 10%;

(ii) reduce or increase the agreed-upon stated spread above the relevant index payable by the obligor thereunder by more than 200 basis points (excluding any increase in an interest rate arising by operation of a default or penalty interest clause under a Collateral Obligation);

(iii) extend the stated maturity date of such Collateral Obligation by more than 36 months; *provided* that any such extension shall be deemed not to have been made until the Business Day following the original stated maturity date of such Collateral Obligation;

(iv) release any party from its obligations under such Collateral Obligation, if such release would have a material adverse effect on the Collateral Obligation;

(v) write down the principal amount thereof; or

(vi) in the reasonable business judgment of the Collateral Manager, have a material adverse impact on the value of such Collateral Obligation.

Annex C

S&P RATING DEFINITION

AND RECOVERY RATE TABLES

"**Information**" means S&P's "Credit Estimate Information Requirements" dated April 2011 and any other available information S&P reasonably requests in order to produce a credit estimate for a particular asset.

"**S&P Rating**" means, with respect to any Collateral Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(ii) (a) if there is an issuer credit rating of the issuer of such Collateral Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Obligation pursuant to a form of guaranty approved by S&P for use in connection with this transaction, then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral 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) or (b) if there is no issuer credit rating of the issuer by S&P but (1) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Obligation shall be one sub-category below such rating; (2) if clause (1) 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 Obligation shall equal such rating; and (3) if neither clause (1) nor clause (2) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Obligation shall be one sub-category above such rating if such rating is higher than "BB+," and shall be two sub-categories above such rating if such rating is "BB+" or lower;

(iii) with respect to any Collateral Obligation that is a DIP Collateral Obligation, the S&P Rating thereof shall be the credit rating assigned to such issue by S&P; *provided* that, if such credit rating is subsequently withdrawn by S&P, such rating will remain the S&P Rating of such Collateral Obligation until the earlier of (x) the date that is 12 months from the date such credit rating was initially assigned by S&P and (y) the date on which the Collateral Manager becomes aware that a Specified DIP Amendment has occurred with respect to such DIP Collateral Obligation;

(iv) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined pursuant to clauses (a) through (c) below:

(a) if an obligation of the issuer is not a DIP Collateral Obligation and is publicly rated by Moody's, then the S&P Rating will be determined in accordance with the methodologies for establishing the Moody's Rating set forth above except that the S&P Rating of such obligation will be (1) one sub-category below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Baa3" or higher and (2) two sub-categories below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Ba1" or lower;

(b) 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 Obligation shall, prior to or within 30 days after the acquisition of such Collateral 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 30-day period, then, pending receipt from S&P of such estimate, such Collateral Obligation shall have an S&P Rating as determined by the Collateral Manager in its sole discretion if the Collateral Manager certifies to the Trustee and the Collateral Administrator that it believes that such S&P Rating determined by the Collateral Manager is commercially reasonable and that the credit estimate provided by S&P will be at least equal to such S&P Rating determined by the Collateral Manager; *provided further* that, if such Information is not submitted within such 30-day period, then, pending receipt from S&P of such estimate, the Collateral Obligation shall

have (1) the S&P Rating as determined by the Collateral Manager for a period of up to 90 days after the acquisition of such Collateral Obligation and (2) an S&P Rating of "CCC-" following such 90-day period; unless, during such 90-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 such 90-day period (or other extended period) elapses pending S&P's decision with respect to such application, the S&P Rating of such Collateral Obligation shall be "CCC-;" *provided further* that, if the Collateral 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 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, the S&P Rating may not be determined pursuant to this clause (b) if the Collateral Obligation is a DIP Collateral Obligation; *provided further* that such credit estimate shall expire 12 months after the acquisition of such Collateral Obligation, following which such Collateral Obligation shall have an S&P Rating of "CCC-" unless, during such 12-month period, the Issuer applies for renewal thereof in accordance with the Indenture, in which case such credit estimate shall continue to be the S&P Rating of such Collateral 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 Obligation; *provided further* that such confirmed or revised credit estimate shall expire on the next succeeding 12-month anniversary of the date of the acquisition of such Collateral Obligation and (when renewed annually in accordance with the Indenture) on each 12-month anniversary thereafter; *provided further* that the Collateral Manager shall notify S&P of any material event with respect to any such Collateral Obligation if the Collateral Manager determines that such event is a material event as described in S&P's published criteria for credit estimates titled "What Are Credit Estimates And How Do They Differ From Ratings?" dated April 2011 (as the same may be amended or updated from time to time);

(c) with respect to a Collateral Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Obligation will at the election of the Issuer (at the direction of the Collateral Manager) be "CCC-" *provided* (i) neither the issuer of such Collateral Obligation nor any of its Affiliates are subject to any bankruptcy or reorganization proceedings and (ii) the issuer has not defaulted on any payment obligation in respect of any debt security or other obligation of the issuer at any time within the two year period ending on such date of determination, all such debt securities and other obligations of the issuer that are *pari passu* with or senior to the Collateral Obligation are current and the Collateral Manager reasonably expects them to remain current; *provided* that the Collateral Manager shall submit to S&P all Information available to the Collateral Manager in respect of any Collateral Obligation with an S&P Rating determined pursuant to this clause (c); or

(v) with respect to a DIP Collateral Obligation that has no issue rating by S&P or a Current Pay Obligation that is rated "D" or "SD" by S&P, the S&P Rating of such DIP Collateral Obligation or Current Pay Obligation, as applicable, will be, at the election of the Issuer (at the direction of the Collateral Manager), "CCC-" or the S&P Rating determined pursuant to clause (iii)(b) above;

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 and (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.

S&P RECOVERY RATE TABLES

(a) If a Collateral Obligation has an S&P Recovery Rating the S&P Recovery Rate for such Collateral Obligation shall be determined as follows (taking into account, for any Collateral Obligation with an S&P Recovery Rate of "2" through "5," the recovery range indicated in the S&P published report therefor):

Table 1: S&P Recovery Rates for Collateral Obligations with S&P Asset Specific Recovery Ratings*

S&P Recovery Rating of a Collateral Obligation	Recovery Range from S&P Published Reports**	Initial Liability Rating						
		Identifier	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
1+	100	1+	75%	85%	88%	90%	92%	95%
1	90-99	1	65%	75%	80%	85%	90%	95%
2	80-89	2H	60%	70%	75%	81%	86%	89%
2	70-79	2L	50%	60%	66%	73%	79%	79%
2	N/A	2	50%	60%	66%	73%	79%	79%
3	60-69	3H	40%	50%	56%	63%	67%	69%
3	50-59	3L	30%	40%	46%	53%	59%	59%
3	N/A	3	30%	40%	46%	53%	59%	59%
4	40-49	4H	27%	35%	42%	46%	48%	49%
4	30-39	4L	20%	26%	33%	39%	39%	39%
4	N/A	4	20%	26%	33%	39%	39%	39%
5	20-29	5H	15%	20%	24%	26%	28%	29%
5	10-19	5L	5%	10%	15%	19%	19%	19%
5	N/A	5	5%	10%	15%	19%	19%	19%
6	0-9	6	2%	4%	6%	8%	9%	9%
		Recovery Rate						

* The S&P Recovery Rate will be the applicable rate set forth above based on the applicable Class of Secured Notes and the rating thereof as of the Closing Date.

** If a recovery range is not available from S&P's published reports for a given loan with an S&P Recovery Rating of '2' through '5', the lower range for the applicable recovery rating will be assumed.

(b) If a Collateral Obligation is senior unsecured debt or subordinate debt and does not have an S&P Asset Specific Recovery Rating but the same issuer has other debt obligations that rank senior, the S&P Recovery Rate for such Collateral Obligation will be the applicable percentage set forth in Tables 2, 3 and 4 below:

Table 2: Recovery Rates for Senior Unsecured Assets Junior to Assets with Recovery Ratings

Senior Asset Recovery Rate	S&P Recovery Rate for Secured Notes rated "AAA" (%)	S&P Recovery Rate for Secured Notes rated "AA" (%)	S&P Recovery Rate for Secured Notes rated "A" (%)	S&P Recovery Rate for Secured Notes rated "BBB" (%)	S&P Recovery Rate for Secured Notes rated "BB" (%)	S&P Recovery Rate for Secured Notes rated "B" and "CCC" (%)
Group A						
1+	18	20	23	26	29	31
1	18	20	23	26	29	31
2	18	20	23	26	29	31
3	12	15	18	21	22	23
4	5	8	11	13	14	15
5	2	4	6	8	9	10
6	--	--	--	--	--	--
Group B						
1+	13	16	18	21	23	25
1	13	16	18	21	23	25
2	13	16	18	21	23	25
3	8	11	13	15	16	17
4	5	5	5	5	5	5
5	2	2	2	2	2	2
6	--	--	--	--	--	--
Group C						
1+	10	12	14	16	18	20
1	10	12	14	16	18	20
2	10	12	14	16	18	20
3	5	7	9	10	11	12
4	2	2	2	2	2	2
5	--	--	--	--	--	--
6	--	--	--	--	--	--

Table 3: Recovery Rates for Collateral Obligations Domiciled in Groups A and B

Senior Asset Recovery Rate	S&P Recovery Rate for Secured Notes rated "AAA"	S&P Recovery Rate for Secured Notes rated "AA"	S&P Recovery Rate for Secured Notes rated "A"	S&P Recovery Rate for Secured Notes rated "BBB"	S&P Recovery Rate for Secured Notes rated "BB"	S&P Recovery Rate for Secured Notes rated "B" and "CCC"
1+	8	8	8	8	8	8
1	8	8	8	8	8	8
2	8	8	8	8	8	8
3	5	5	5	5	5	5
4	2	2	2	2	2	2
5	--	--	--	--	--	--
6	--	--	--	--	--	--

Table 4: Recovery Rates for Collateral Obligations Domiciled in Group C

Senior Asset Recovery Rate	S&P Recovery Rate for Secured Notes rated "AAA"	S&P Recovery Rate for Secured Notes rated "AA"	S&P Recovery Rate for Secured Notes rated "A"	S&P Recovery Rate for Secured Notes rated "BBB"	S&P Recovery Rate for Secured Notes rated "BB"	S&P Recovery Rate for Secured Notes rated "B" and "CCC"
1+	5	5	5	5	5	5
1	5	5	5	5	5	5
2	5	5	5	5	5	5
3	2	2	2	2	2	2
4	--	--	--	--	--	--
5	--	--	--	--	--	--
6	--	--	--	--	--	--

(c) In all other cases, as applicable, based on the applicable Class of Note, the S&P Recovery Rate for such Collateral Obligation will be the applicable percentage set forth in Table 5 below:

Table 5: Tiered Corporate Recovery Rates (By Asset Class And Class of Notes)*

	S&P Recovery Rate for Secured Notes rated "AAA"	S&P Recovery Rate for Secured Notes rated "AA"	S&P Recovery Rate for Secured Notes rated "A"	S&P Recovery Rate for Secured Notes rated "BBB"	S&P Recovery Rate for Secured Notes rated "BB"	S&P Recovery Rate for Secured Notes rated "B" and "CCC"
Senior Secured Loan (%)**						
Group A	50	55	59	63	75	79
Group B	39	42	46	49	60	63
Group C	17	19	27	29	31	34
Senior Secured Loan (Cov-Lite Loan) (%)						
Group A	41	46	49	53	63	67
Group B	32	35	39	41	50	53
Group C	17	19	27	29	31	34
Second Lien Loan/Unsecured Loan/First Lien Last Out Loan (%)***						
Group A	18	20	23	26	29	31
Group B	13	16	18	21	23	25
Group C	10	12	14	16	18	20
Subordinated Loan (%)						
Group A	8	8	8	8	8	8
Group B	8	8	8	8	8	8
Group C	5	5	5	5	5	5

Group A: Australia, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Japan, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, U.K., U.S.

Group B: Brazil, Dubai International Finance Centre, Italy, Mexico, South Africa, Turkey, United Arab Emirates

Group C: Kazakhstan, Russian Federation, Ukraine and others not included in Group A or Group B

* The S&P Recovery Rate will be the applicable rate set forth above based on the applicable Class of Secured Notes and the rating thereof as of the Closing Date.

** Solely for the purpose of determining the S&P Recovery Rate for such loan, no loan will constitute a "Senior Secured Loan" unless such loan (a) is secured by a valid first priority security interest in collateral, (b) in the Collateral Manager's commercially reasonable judgment (with such determination being made in good faith by the Collateral Manager at the time of such loan's purchase and based upon information reasonably available to the Collateral Manager at such time and without any requirement of

additional investigation beyond the Collateral Manager's customary credit review procedures), is secured by specified collateral that has a value not less than an amount equal to the sum of (i) the Aggregate Principal Balance of all loans senior or *pari passu* to such loans and (ii) the outstanding principal balance of such loan, which value may be derived from, among other things, the enterprise value of the issuer of such loan (but may not be based solely on goodwill or equity); *provided* that, to the extent a loan is secured solely or primarily by equity or common stock, such loan will be treated as a Unsecured Loan for purposes of determining the S&P Recovery Rate with respect to such loan, and (c) is not a First Lien Last Out Loan (*provided* that the terms of this footnote may be amended or revised at any time by a written agreement of the Issuer and the Collateral Manager, with written notice to the Trustee (without the consent of any Holder of any Note), subject to the satisfaction of the S&P Rating Condition, in order to conform to S&P then-current criteria for such loans).

*** Solely for the purpose of determining the S&P Recovery Rate for such loan, the Aggregate Principal Balance of all First Lien Last Out Loans, Unsecured Loans and Second Lien Loans that, in the aggregate, represent up to 15% of the Collateral Principal Amount will have the S&P Recovery Rate specified for First Lien Last Out Loans, Unsecured Loans and Second Lien Loans in the table above and the Aggregate Principal Balance of all First Lien Last Out Loans, Unsecured Loans and Second Lien Loans in excess of 15% of the Collateral Principal Amount will have the S&P Recovery Rate specified for subordinated loans in the table above.

S&P CDO Monitor

(a) Weighted Average S&P Recovery Rate:

Liability Rating	An Amount (in increments of 0.25%):		Preset Effective Date Recovery Rate (%)
	Not Less Than (%)	Not Greater Than (%)	
"AAA"			
"AA"			
"A"			
"BBB"			
"BB"			

Unless the Collateral Manager otherwise notifies S&P in writing on or prior to the Effective Date, as of the Effective Date the Collateral Manager will elect the Weighted Average S&P Recovery Rates set forth above in the column labeled "Preset Effective Date Recovery Rate."

(b) Weighted Average Floating Spread:

The lesser of (i) a spread between 2.50% and 5.30% (in increments of 0.01%) as chosen by the Collateral Manager and (ii) the Weighted Average Floating Spread. Unless the Collateral Manager otherwise notifies S&P in writing on or prior to the Effective Date, as of the Effective Date the Weighted Average Floating Spread will be 3.30%.

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