IMPORTANT NOTICE

You must read the following disclaimer before continuing

THIS DOCUMENT MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE TRANSMITTED INTO OR DISTRIBUTED WITHIN THE U.S. TO ANY PERSON UNLESS SUCH PERSON IS BOTH (X) (I) A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") (AS DEFINED IN RULE 144A ("**RULE 144A**") UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**")) IN RELIANCE ON RULE 144A OR (II) SOLELY IN THE CASE OF NOTES ISSUED IN THE FORM OF DEFINITIVE CERTIFICATES, (OR, SOLELY IN THE CASE OF NOTES PURCHASED BY THE SERVICER AND/OR ITS AFFILIATES FROM THE ISSUER ON THE ISSUE DATE, IN THE FORM OF RULE 144A GLOBAL CERTIFICATES), AN INSTITUTIONAL "ACCREDITED INVESTOR" ("**IAI**" OR "**INSTITUTIONAL ACCREDITED INVESTOR**") (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) AND (Y) A "QUALIFIED PURCHASER" ("**QP**") FOR THE PURPOSES OF SECTION 3(c)(7) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"), IN EACH CASE FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO THE DISTRIBUTION THEREOF OR OF THE SECURITIES DESCRIBED HEREIN (EXCEPT IN ACCORDANCE WITH RULE 144A).

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

THIS DOCUMENT IS NOT A PROSPECTUS FOR THE PURPOSES OF REGULATION (EU) 2017/1129 (AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME) OR ANY IMPLEMENTING LEGISLATION OR RULES RELATING THERETO. COPIES OF THE FINAL DOCUMENT WILL, FOLLOWING PUBLICATION, BE AVAILABLE FROM PALMER SQUARE EUROPEAN LOAN FUNDING 2020-1 DESIGNATED ACTIVITY COMPANY'S REGISTERED OFFICE AND THE WEBSITE OF THE IRISH STOCK EXCHANGE PLC, TRADING AS EURONEXT DUBLIN.

THIS DOCUMENT IS SUBJECT TO COMPLETION AND AMENDMENT WITHOUT NOTICE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OF THE ISSUER. THE DEFINITIVE TERMS OF THE TRANSACTIONS DESCRIBED HEREIN WILL BE CONTAINED IN THE FINAL DOCUMENT.

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

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

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

The document and any information contained herein shall remain our property and in sending the document to you, no rights (including any intellectual property rights) over the document and the information contained therein

have been given to you. We specifically prohibit the redistribution of the document and accept no liability whatsoever for the actions of third parties in this respect.

Confirmation of Your Representation: In order to be eligible to view the document or make an investment decision with respect to the Notes, each investor must either be: (a) a person that is both (x) (I) a QIB or (II) solely in the case of Notes issued in the form of Definitive Certificates (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, in the form of Rule 144A Global Certificates), an IAI and (y) a QP, or (b) a non-U.S. Person with a view to purchasing the securities described herein in "offshore transactions" (within the meaning of Regulation S). The document is being sent at your request and by accepting the e-mail and accessing the document, you shall be deemed to have represented to us that: (1) you and any customers that you represent are either: (a) persons that are both (x) (I) QIBs or (II) solely in the case of Notes issued in the form of Definitive Certificates, (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, in the form of Rule 144A Global Certificates), IAIs and (y) QPs; or (b) non-U.S. Persons and that the electronic email address that you gave us and to which this email has been delivered is not located in the U.S.; (2) such acceptance and access to the document by you and any customers that you represent is not unlawful in the jurisdiction where it is being made to you and any customers that you represent; and (3) you consent to delivery of the document by electronic transmission.

The document has been sent to you in the belief that you are: (a) a person of the kind described in Article 49(2)(a) to (d) (*High net worth companies, unincorporated associations, etc*.) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) or who otherwise falls within an exemption set forth in such Order so that section 21(1) of the Financial Services and Markets Act 2000 (as amended) does not apply to the Issuer; and (b) a person to whom the document can be sent lawfully in accordance with all other applicable securities laws (including any legal entity which is a "qualified investor" as such term is defined in Regulation (EU) 2017/1129). If this is not the case then you must return the document immediately.

The document has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of J.P. Morgan Securities plc, Palmer Square European Loan Funding 2020-1 Designated Activity Company or Palmer Square Europe Capital Management LLC (or, in each case, any person who controls it or any director, officer, employee or agent of it, or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the document distributed to you in electronic format and the hard copy version available to you on request from us.

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

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

PALMER SQUARE EUROPEAN LOAN FUNDING 2020-1 DESIGNATED ACTIVITY COMPANY

(*a designated activity company limited by shares incorporated under the laws of Ireland with registered number 674682 and having its registered office in Ireland*)

€129,000,000 Class A Senior Secured Floating Rate Notes due 2030
€18,400,000 Class B Senior Secured Floating Rate Notes due 2030
€14,500,000 Class C Senior Secured Deferrable Floating Rate Notes due 2030
€11,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2030
€8,300,000 Class E Senior Secured Deferrable Floating Rate Notes due 2030
€3,200,000 Class F Senior Secured Deferrable Floating Rate Notes due 2030
€14,300,000 Subordinated Notes due 2030

The assets securing the Notes (as defined below) will consist of a portfolio of primarily Senior Loans, Senior Secured Bonds, Mezzanine Obligations and High Yield Bonds managed by Palmer Square Europe Capital Management LLC (the "**Servicer**", which term shall include its permitted successors and assigns) pursuant to the terms of a servicing agreement dated 6 October 2020 (the "**Issue Date**") and made between, amongst others, the Issuer, Citibank N.A., London Branch as trustee (the "**Trustee**") and the Servicer (the "**Servicing Agreement**").

Palmer Square European Loan Funding 2020-1 Designated Activity Company (the "**Issuer**") will issue €129,000,000 Class A Senior Secured Floating Rate Notes due 2030 (the "**Class A Notes**"), €18,400,000 Class B Senior Secured Floating Rate Notes due 2030 (the "**Class B Notes**"), €14,500,000 Class C Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class C Notes**"), €11,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class D Notes**"), €8,300,000 Class E Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class E Notes**"), €3,200,000 Class F Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**") and €14,300,000 Subordinated Notes due 2030 (the "**Subordinated Notes**" and together with the Rated Notes, the "**Notes**"). The Notes will be issued pursuant to a trust deed dated the Issue Date and made between, amongst others, the Issuer, the Trustee and the Servicer (the "**Trust Deed**").

Interest on the Notes will be payable: (i) quarterly in arrear on 15 January, 15 April, 15 July and 15 October at any time other than following the occurrence of a Frequency Switch Event (as defined herein); and (ii) semi-annually in arrear following the occurrence of a Frequency Switch Event on: (A) 15 January and 15 July (where the Payment Date (as defined herein) immediately prior to the occurrence of the relevant Frequency Switch Event falls in either January or July); or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either April or October), in each year, commencing on 15 April 2021 and ending on the Maturity Date (as defined herein) (subject to any earlier redemption of the Notes and in accordance with the Priorities of Payment described herein, in each case, subject to further adjustment for non-Business Days in accordance with the Conditions).

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

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

This offering circular (this "**Offering Circular**") does not constitute a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Notes to be admitted to the Official List and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**") which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II (as defined herein). It is anticipated that such listing and admission to trading will take place on or about the Issue Date. There can be no assurance that any such approval will be granted or, if granted, that such listing and admission to trading will be maintained. This Offering

Circular constitutes listing particulars for the purpose of such listing application and has been approved by Euronext Dublin.

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

It is a condition of the issue and sale of the Notes that the Notes (except for the Subordinated Notes) be issued with at least the ratings set out in the section of this Offering Circular entitled "*Term Sheet*" from the Rating Agencies.

The Notes have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and will be offered only: (a) outside the U.S. to persons that are not "U.S. persons" (as such term is defined in Regulation S under the Securities Act ("**Regulation S**")); and (b)(i) within the U.S. to persons; and (ii) outside the U.S. to U.S. Persons, in each case, who are both (x)(I) "qualified institutional buyers" (as defined in Rule 144A) in reliance on Rule 144A or (II) solely in the case of Notes issued in the form of Definitive Certificates, (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, in the form of Rule 144A Global Certificates), institutional "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and (y) "qualified purchasers" for the purposes of Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). The Issuer has not been and will not be registered under the Investment Company Act. Interests in the Notes will be subject to certain restrictions on transfer, and each purchaser of Notes offered hereby in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. See sections "*Plan of Distribution*" and "*Transfer Restrictions*" of this Offering Circular.

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

The Notes are being issued at a maximum issue price of 100 per cent. of the principal amount thereof. The Notes (other than any Notes being sold directly by the Issuer to (i) Palmer Square Europe Capital Management LLC (the "**Retention Holder**") or its Affiliates (as defined herein) or (ii) any fund or account managed or advised by Palmer Square Europe Capital Management LLC or any of its Affiliates) (the "**J.P. Morgan Placed Notes**") are being offered by the Issuer through J.P. Morgan Securities plc in its capacity as placement agent of the offering of such J.P. Morgan Placed Notes (the "**Placement Agent**") subject to prior sale, when, as and if delivered to and accepted by the Placement Agent, and to certain conditions. It is expected that delivery of the Notes will be made on or about the Issue Date. The Placement Agent may offer the J.P. Morgan Placed Notes and the Issuer may offer any other Notes sold to the Retention Holder or Affiliates of the Retention Holder, in each case, at prices as may be negotiated at the time of sale which may vary among different purchasers and be different to the issue price of the Notes.

J.P. Morgan
as Placement Agent

The date of this Offering Circular is 5 October 2020

The Issuer accepts responsibility for the information contained in this document and to the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Servicer accepts responsibility for the information contained in the sections of this document headed "Risk Factors—Risk Retention and Due Diligence Requirements—U.S. Risk Retention Rules" (in respect of the first sentence of the second paragraph only), "Risk Factors—Risks Relating to the Servicer", "Risk Factors—Certain Conflicts of Interest—Servicer", "Description of the Shared Services Agreement" and "The Servicer". To the best of the knowledge and belief of the Servicer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Collateral Administrator accepts responsibility for the information contained in the section of this document headed "Description of the Collateral Administrator". To the best of the knowledge and belief of the Collateral Administrator (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Retention Holder accepts responsibility for the information contained in the sections of this document headed "The Retention Holder and EU Retention Requirements—Description of the Retention Holder" and "The Retention Holder and EU Retention Requirements—Origination". To the best of the knowledge and belief of the Retention Holder (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. Except for the sections of this document headed "Risk Factors—Risk Retention and Due Diligence Requirements—U.S. Risk Retention Rules" (in respect of the first sentence of the second paragraph only), "Risk Factors—Risks Relating to the Servicer", "Risk Factors—Certain Conflicts of Interest—Servicer", "Description of the Shared Services Agreement" and "The Servicer", in the case of the Servicer, the section of this document headed "Description of the Collateral Administrator", in the case of the Collateral Administrator, and the sections of this document headed "The Retention Holder and EU Retention Requirements—Description of the Retention Holder" and "The Retention Holder and EU Retention Requirements—Origination", in the case of the Retention Holder, none of the Servicer, the Collateral Administrator nor the Retention Holder accept any responsibility for the accuracy and completeness of any information contained in this Offering Circular. The delivery of this Offering Circular at any time does not imply that the information herein is correct at any time subsequent to the date of this Offering Circular.

None of the Placement Agent, the Trustee, the Servicer (save in respect of the sections headed "Risk Factors—Risk Retention and Due Diligence Requirements—U.S. Risk Retention Rules" (in respect of the first sentence of the second paragraph only), "Risk Factors—Risks Relating to the Servicer", "Risk Factors—Certain Conflicts of Interest—Servicer", "Description of the Shared Services Agreement" and "The Servicer"), the Collateral Administrator (save in respect of the section headed "Description of the Collateral Administrator"), the Retention Holder (save in respect of the sections headed "The Retention Holder and EU Retention Requirements—Description of the Retention Holder" and "The Retention Holder and EU Retention Requirements—Origination") any Agent (save for the Collateral Administrator as specified above), any Hedge Counterparty or any other party has separately verified the information contained in this Offering Circular and, accordingly, none of the Placement Agent, the Trustee, the Servicer (save as specified above), the Retention Holder (save as specified above), any Agent (save for the Collateral Administrator as specified above), any Hedge Counterparty or any other party (save for the Issuer as specified above) makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained in this Offering Circular or in any further notice or other document which may at any time be supplied in connection with the Notes or their distribution or accepts any responsibility or liability therefor. None of the Placement Agent, the Trustee, the Servicer, the Retention Holder, any Agent, any Hedge Counterparty nor any other party (save for the Issuer) undertakes to advise any investor or potential investor in the Notes of any information coming to the attention of any of the aforementioned parties which is not included in this Offering Circular or to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular. None of the Placement Agent, the Trustee, the Servicer (save as specified above), the Retention Holder (save as specified above), any Agent (save for the Collateral Administrator as specified above), any Hedge Counterparty or any other party (save for the Issuer as specified above) accepts any responsibility for the accuracy or completeness of any information contained in this Offering Circular.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Trustee or any of their respective Affiliates or any other person to subscribe for or purchase any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer and the Placement Agent to inform themselves about and to observe any such restrictions. In particular, the communication constituted by this Offering Circular is directed only at persons

who: (i) are outside the United Kingdom and are offered and accept this Offering Circular in compliance with such restrictions; or (ii) are persons falling within Article 49(2)(a) to (d) (High net worth companies, unincorporated associations etc.) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) or who otherwise fall within an exemption set forth in such Order so that Section 21(1) of the UK Financial Services and Markets Act 2000 (as amended) does not apply to the Issuer (all such persons together being referred to as "relevant persons"). This communication must not be distributed to, acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons. For a description of certain further restrictions on offers and sales of Notes and distribution of this Offering Circular, see sections "Plan of Distribution" and "Transfer Restrictions" of this Offering Circular.

In connection with the issue and sale of the Notes, no person is authorised to give any information or to make any representation not contained in this Offering Circular and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Placement Agent, the Trustee, the Servicer, the Retention Holder or the Agents. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The contents of this Offering Circular should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.

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

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

Each of the Rating Agencies is established in the European Union and are registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").

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

Following the Issue Date, final versions of the Transaction Documents referred to in the preceding paragraph and this Offering Circular will be made available: (A) via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Retention Holder, the Trustee, each Hedge Counterparty, the Servicer, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant

Competent Authority (as instructed by the Issuer or the Servicer on its behalf and as agreed with the Collateral Administrator).

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

In connection with the issue of the Notes, no stabilisation will take place and J.P. Morgan Securities plc will not be acting as stabilising manager in respect of the Notes.

EU Retention and Due Diligence Requirements

In accordance with the EU Retention Requirements, the Retention Holder will represent and undertake to the Issuer, the Trustee (for the benefit of the Noteholders), the Collateral Administrator and the Placement Agent in a letter agreement to, among other things, acquire and hold the Retention Notes on the terms set out in the Risk Retention Letter.

In connection with the EU Transparency Requirements under the Securitisation Regulation, the Issuer has been designated as the entity required to make available the reports and information necessary to fulfil the EU Transparency Requirements and the Servicer, the Collateral Administrator and other third parties will provide certain assistance to the Issuer in this regard. See section "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements – Securitisation Regulation*", the information on page vii of this Offering Circular and the section "*Description of the Reports*" of this Offering Circular as to how the relevant information and reports can be accessed.

The Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (other than the Issuer) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction and the structure of the transaction itself is sufficient to comply with the Securitisation Regulation or any similar requirements. Notwithstanding anything to the contrary herein, none of the Issuer, the Servicer, the Retention Holder, the Placement Agent, the Collateral Administrator, the Trustee, their respective Affiliates, corporate officers or professional advisers or any other person makes any representation, warranty or guarantee that any such information or structure is sufficient for such purposes or any other purpose and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy or otherwise comply with the requirements of the Securitisation Regulation, the implementing provisions in respect of the Securitisation Regulation in their relevant jurisdiction or any other applicable legal, regulatory or other requirements. Each prospective investor in the Notes which is subject to the Securitisation Regulation or any other regulatory requirement should consult with its own legal, accounting, regulatory, tax, financial, business, investment and other advisers and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of the Securitisation Regulation or similar requirements of which it is uncertain. See sections "*Risk Factors – Regulatory Initiatives*" and "*The Retention Holder and EU Retention Requirements*" of this Offering Circular.

THE PLACEMENT AGENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR COMPLIANCE OF THE ISSUER, THE RETENTION HOLDER AND THE SERVICER WITH ANY REQUIREMENTS OF THE SECURITISATION REGULATION, INCLUDING ANY TECHNICAL STANDARDS THERETO.

Volcker Rule

Under Section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules (the "**Volcker Rule**") relevant banking entities (as defined under the Volcker Rule) are generally prohibited from, among other things, acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to as covered funds. In addition, in certain circumstances, the Volcker Rule restricts relevant banking entities from entering into certain credit exposure related transactions with covered funds.

The Issuer expects that it will be a “covered fund” under the Volcker Rule and, in such circumstances, in the absence of regulatory relief, the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of U.S. “banking entities” and non-U.S. affiliates of U.S. banking institutions to hold an ownership interest in the Issuer or enter into financial transactions with the Issuer.

An “ownership interest” is broadly defined and may arise through a holder’s exposure to the profit and losses of the covered fund, as well as, subject to the amendments in the 2020 Volcker Changes set out below, through any right of the holder to participate in the selection of an investment advisor, manager, or board of directors of the covered fund.

From 1 October 2020, the Volcker Rule will be amended pursuant to the final rules approved by five regulators responsible for the enforcement of the Volcker Rule (“**2020 Volcker Changes**”). Pursuant to the 2020 Volcker Changes, the final rules will, among other things, (i) exclude from the definition of “ownership interest” certain “senior loans” or “senior debt interests” issued by a covered fund and (ii) clarify that the right to participate in the removal of a collateral manager for cause or to participate in the selection of a replacement manager upon the manager's resignation or removal would not be a feature that results in a banking entity having an ownership interest in a covered fund. Such changes mean that banking entities will no longer have an ownership interest in a covered fund deriving solely from such a right to participate in the removal or replacement of a collateral manager or investing in a Class of Rated Notes meeting the definition of a “senior debt interest” once the 2020 Volcker Changes become effective.

The Transaction Documents provide that the right of holders of the Notes in respect of the removal of the Collateral Manager and selection of a replacement collateral manager shall only be exercisable upon a Collateral Manager Event of Default.

It should be noted that the Class E Notes and the Class F Notes may be, and the Subordinated Notes will be characterised as ownership interests in the Issuer and it is uncertain whether the Class C Notes and Class D Notes may be subsequently characterised as ownership interests. For instance, there is currently uncertainty as to whether the rights of the Issuer to defer interest payments to Class C Noteholders and Class D Noteholders in and of itself will be construed as indicative of an ownership interest by the Noteholders of the relevant Class and such Classes of Rated Notes may not be considered “senior debt instruments”.

There is limited interpretive guidance regarding the Volcker Rule, including the 2020 Volcker Changes, and implementation of the regulatory framework for the Volcker Rule is still evolving. Moreover, the 2020 Volcker Changes were designated as a "major rule" under the Congressional Review Act (the "**CRA**") and may be disapproved by the US Congress after the 1 October effective date until the tolling period under the CRA expires. The Volcker Rule’s prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a “banking entity” as defined under the Volcker Rule and is considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each purchaser must determine for itself whether it is a banking entity subject to regulation under the Volcker Rule. None of the Issuer, the Collateral Manager or the Placement Agent makes any representation regarding (i) the status of the Issuer under the Volcker Rule or (ii) the ability of any purchaser to acquire or hold the Notes, now or at any time in the future. See “*Risk Factors – Regulatory Initiatives – Volcker Rule*” below for further information.

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U.S. Investment Company Act of 1940

As at the Issue Date, the Issuer has not been and will not be registered under the Investment Company Act in reliance on both Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act. The Issuer has the right by notice to the Trustee to elect (which election may be made only upon confirmation

from the Servicer that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act and to no longer rely on Rule 3a-7.

Investors should conduct their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Servicer Related Persons, the Trustee or any of their Affiliates makes any representation, warranty or guarantee to any prospective investor or purchaser of the Notes as to how any regulator may interpret the application of the Volcker Rule or the 2020 Volcker Changes to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future. See "*Risk Factors—Regulatory Initiatives—Issuer Reliance on Rule 3a-7*" and "*Risk Factors—Regulatory Initiatives—Volcker Rule*".

Information as to placement within the U.S.

The Notes of each Class offered pursuant to an exemption from registration requirements under Rule 144A (the "**Rule 144A Notes**") will be sold only to "qualified institutional buyers" ("**QIBs**") (as defined in Rule 144A) that are also "qualified purchasers" ("**QPs**") for the purposes of Section 3(c)(7) of the Investment Company Act. Rule 144A Notes of each Class (other than in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) will be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Rule 144A Global Certificate**" and, together, the "**Rule 144A Global Certificates**") or in some cases definitive certificates (each, a "**Rule 144A Definitive Certificate**" and, together, the "**Rule 144A Definitive Certificates**"), in each case in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of a nominee of, a common depositary for Euroclear Bank SA/NV, as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or, in the case of Rule 144A Definitive Certificates, the registered holder thereof. The Notes of each Class sold outside the U.S. to non-U.S. Persons in reliance on Regulation S ("**Regulation S**") under the Securities Act (the "**Regulation S Notes**") (other than in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes and any Notes sold to U.S. purchasers who are Institutional Accredited Investors (and not Qualified Institutional Buyers) (other than certain Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, which will be issued in the form of Rule 144A Global Certificates)) will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Regulation S Global Certificate**" and together, the "**Regulation S Global Certificates**") or, in some cases by definitive certificates of such Class (each, a "**Regulation S Definitive Certificate**" and, together, the "**Regulation S Definitive Certificates**"), in each case in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg or, in the case of Regulation S Definitive Certificates, the registered holder thereof. Neither U.S. Persons nor "U.S. residents" (as determined for the purposes of the Investment Company Act) ("**U.S. Residents**") may hold an interest in a Regulation S Global Certificate or a Regulation S Definitive Certificate. Ownership interests in the Regulation S Global Certificates and the Rule 144A Global Certificates (together, the "**Global Certificates**") will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. Other than with respect to the Class E Notes, the Class F Notes and the Subordinated Notes and any Notes sold to U.S. purchasers who are Institutional Accredited Investors (and not Qualified Institutional Buyers), Notes in definitive, certificated, fully registered form will be issued only in limited circumstances. The Class E Notes, the Class F Notes and the Subordinated Notes may in certain circumstances described herein be issued in definitive, certificated, fully registered form pursuant to the Trust Deed and will be offered: (i) outside the U.S. to non-U.S. Persons in reliance on Regulation S; and (ii) within the U.S. to persons who are both (x) (I) QIBs or (II) IAIs and (y) QPs, and, in each case, will be registered in the name of the holder (or a nominee thereof). Any Notes sold to U.S. purchasers who are Institutional Accredited Investors (and not Qualified Institutional Buyers) (other than certain Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, which will be issued in the form of Rule 144A Global Certificates) will be issued in definitive, certificated, fully registered form pursuant to the Trust Deed. In each case, purchasers and transferees of Notes will be deemed, and in certain circumstances will be required, to have made certain representations and agreements. See sections "*Form of the Notes*", "*Book Entry Clearance Procedures*", "*Plan of Distribution*" and "*Transfer Restrictions*" of this Offering Circular.

Each purchaser of an interest in the Notes (other than a non-U.S. Person outside the U.S.) will be deemed to have represented and agreed that it is both (x) (I) a QIB or (II) solely in the case of Notes issued in the form of Definitive

Certificates (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, in the form of Rule 144A Global Certificates), an IAI and (y) a QP and will also be deemed to have made the representations set out in "*Transfer Restrictions*" herein. The purchaser of any Note, by such purchase, agrees that such Note is being acquired for its own account and not with a view to distribution (other than in the case of the Placement Agent) and may be resold, pledged or otherwise transferred only: (1) to the Issuer (upon redemption thereof or otherwise); (2) to a person the purchaser reasonably believes is both (x) (I) a QIB or (II) solely in the case of Notes issued in the form of Definitive Certificates (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, in the form of Rule 144A Global Certificates), an IAI and (y) a QP, in a transaction meeting the requirements of Rule 144A or Section 4(a)(2) of the Securities Act, as applicable; or (3) outside the U.S. to a non-U.S. Person in an "offshore transaction" in reliance on Regulation S, in each case, in compliance with the Trust Deed and all applicable securities laws of any state of the U.S. or any other jurisdiction. See "*Transfer Restrictions*".

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes and the offering thereof described herein, including the merits and risks involved.

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

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

Disclosure

NOTWITHSTANDING ANYTHING IN THIS OFFERING CIRCULAR TO THE CONTRARY, EACH RECIPIENT (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF SUCH RECIPIENT) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT OF THE ISSUER, THE NOTES, AND THE TRANSACTIONS DESCRIBED IN THIS OFFERING CIRCULAR AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER U.S. TAX ANALYSES) RELATING TO SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT AND THAT MAY BE RELEVANT TO UNDERSTANDING SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT.

Available Information

To permit compliance with the Securities Act in connection with the sale of the Notes in reliance on Rule 144A, the Issuer will be required under the Trust Deed to furnish upon request to a holder or beneficial owner of a Note sold in reliance on Rule 144A who is a QIB or a prospective investor who is a QIB designated by such holder or beneficial owner, the information required to be delivered under Rule 144A(d)(4) of the Securities Act if, at the time of the request, the Issuer is neither: (i) a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"); nor (ii) exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. All information made available by the Issuer pursuant to the terms of this paragraph may also be obtained, during usual business hours and free of charge, at the office of the Principal Paying Agent.

IMPORTANT NOTICE REGARDING THE IMPLEMENTATION OF EUROPEAN UNION ("EU") LAW IN THE UNITED KINGDOM

ALL REFERENCES TO EU LAWS AND REGULATIONS IN THIS OFFERING CIRCULAR SHALL BE READ TO INCLUDE THE EUROPEAN UNION (WITHDRAWAL AGREEMENT) ACT 2020 (THE "**WITHDRAWAL ACT**") WHICH IMPLEMENTS SUCH LAW AND REGULATION INTO UNITED KINGDOM LAW AND ANY SUBSEQUENT UK LEGISLATION WHICH REPLACES, AMENDS, SUPERSEDES SUCH LAW OR REGULATION, IN EACH CASE, AS AMENDED FROM TIME TO TIME.

General Notice

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

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

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

CURRENCIES

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to: (i) "**Euro**", "**euro**", "**€**" and "**EUR**" are to the lawful currency of the member states of the European Union that have adopted and retain the single currency in accordance with the Treaty establishing the European Community, as amended from time to time; provided that if any member state or states cease to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), "**Euro**", "**euro**", "**€**" and "**EUR**" shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s); (ii) "**US Dollar**", "**US dollar**", "**USD**", "**U.S. Dollar**" or "**$**" shall mean the lawful currency of the U.S.; and (iii) "**£**", "**Sterling**" and "**GBP**" are references to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

COMMODITY POOL REGULATION

IN THE EVENT THAT TRADING IN ANY HEDGE AGREEMENTS WOULD RESULT IN THE ISSUER'S ACTIVITIES FALLING WITHIN THE DEFINITION OF A "**COMMODITY POOL**" UNDER THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED, THE SERVICER EXPECTS TO BE EXEMPT FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**") AS A COMMODITY POOL OPERATOR (A "**CPO**") OR COMMODITY TRADING ADVISOR ("**CTA**") PURSUANT TO CFTC RULE 4.13(a)(3) AND CFTC RULE 4.14(A)(8)(I)(D) RESPECTIVELY. THEREFORE, UNLIKE A REGISTERED CPO, THE ISSUER AND THE SERVICER WOULD NOT BE REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE INVESTORS NOR WOULD THEY BE REQUIRED TO PROVIDE INVESTORS WITH CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS. THIS OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE CFTC. FURTHER, THE TRADING OR ENTERING INTO SUCH HEDGE AGREEMENTS MUST NOT ELIMINATE THE ISSUER'S ABILITY TO RELY ON RULE 3a-7 UNDER THE INVESTMENT COMPANY ACT, UNLESS AND UNTIL

THE ISSUER ELECTS (WHICH ELECTION MAY BE MADE ONLY UPON CONFIRMATION FROM THE SERVICER THAT IT HAS OBTAINED LEGAL ADVICE FROM REPUTABLE INTERNATIONAL LEGAL COUNSEL KNOWLEDGEABLE IN SUCH MATTERS TO THE EFFECT THAT TO DO SO WOULD NOT RESULT IN THE ISSUER BEING CONSTRUED AS A "COVERED FUND" IN RELATION TO ANY HOLDER OF OUTSTANDING NOTES FOR THE PURPOSES OF THE VOLCKER RULE) TO RELY SOLELY ON THE EXCEPTION CONTAINED IN SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT.

MIFID II Product Governance

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

PRIIPs Regulation

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area or the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, known as the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area and/or the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area and/or the UK may be unlawful under the PRIIPs Regulation.

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OVERVIEW

TERM SHEET

This section (the "**Term Sheet**") sets forth specific details about the Issuer and other participants in the transaction, the Notes offered and the Collateral. The information in this Term Sheet is supplemental to, and in some cases, modifies related information in the other sections of the Offering Circular and must be read in conjunction with the other sections of the Offering Circular in order to understand the nature of the details described in this Term Sheet and limitations thereon. This Term Sheet does not purport to be a summary of all terms applicable to the Notes. Prospective investors should not rely solely on this Term Sheet and should read the entire Offering Circular.

Capitalised terms not specifically defined in this Overview have the meanings set out in Condition 1 (*Definitions*) under "Terms and Conditions of the Notes" below or are defined elsewhere in this Offering Circular. An index of defined terms appears at the back of this Offering Circular. References to a "**Condition**" are to the specified Condition in the "Terms and Conditions of the Notes" below and references to "**Conditions**" are to the "Terms and Conditions of the Notes" below. For a discussion of certain risk factors to be considered in connection with an investment in the Notes, see the section of this Offering Circular titled "*Risk Factors*".

GENERAL TERMS

Transaction Parties

The following are the parties involved in the transaction described in this Offering Circular.

Issuer	Palmer Square European Loan Funding 2020-1 Designated Activity Company (the "**Issuer**").
Servicer	Palmer Square Europe Capital Management LLC (the "**Servicer**").
Trustee	Citibank N.A., London Branch (in such capacity, the "**Trustee**").
Paying Agent, Transfer Agent, Information Agent and Calculation Agent	Citibank N.A., London Branch (the "**Paying Agent**", "**Transfer Agent**", "**Calculation Agent**" and "**Information Agent**").
Registrar	Citigroup Global Markets Europe AG (the "**Registrar** ")
Collateral Administrator	Virtus Group, LP (the "**Collateral Administrator**").
Placement Agent	J.P. Morgan Securities plc, in its capacity as placement agent of the J.P. Morgan Placed Notes (in such capacity, the "**Placement Agent**").
Process Agent	Maples and Calder (having an office, at the date hereof, at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, England) (the "**Process Agent**").

Notes

The following notes (each, a "**Note**" and collectively, the "**Notes**") will be issued pursuant to the Trust Deed:

Class of Notes	Designation	Principal Amount[4]	Initial Stated Interest Rate[1]	Alternative Stated Interest Rate[2]	S&P Rating of at least[3]	Fitch Rating of at least[3]	Moody's Rating of at least[3]	Stated Maturity
"**Class A Notes**"	Secured Notes; Floating Rate Notes	€129,000,000	3 month EURIBOR +1.15%	6 month EURIBOR +1.15%	"AAA (sf)"	"AAAsf"	N/A	15 January 2030
"**Class B Notes**"	Secured Notes; Floating Rate Notes	€18,400,000	3 month EURIBOR +1.75%	6 month EURIBOR +1.75%	"AA (sf)"	"AAsf"	N/A	15 January 2030
"**Class C Notes**"	Deferrable Notes; Secured Notes; Floating Rate Notes	€14,500,000	3 month EURIBOR +2.80%	6 month EURIBOR +2.80%	"A (sf)"	"Asf"	N/A	15 January 2030
"**Class D Notes**"	Deferrable Notes; Secured Notes; Floating Rate Notes	€11,000,000	3 month EURIBOR +4.00%	6 month EURIBOR +4.00%	"BBB- (sf)"	"BBB-sf"	N/A	15 January 2030
"**Class E Notes**"	Deferrable Notes; Secured Notes; Floating Rate Notes	€8,300,000	3 month EURIBOR +6.39%	6 month EURIBOR +6.39%	"BB- (sf)"	"BB-sf"	N/A	15 January 2030
"**Class F Notes**" (together with the Class C Notes, Class D Notes and the Class E Notes, the "**Deferrable Notes**")	Deferrable Notes; Secured Notes; Floating Rate Notes	€3,200,000	3 month EURIBOR +7.70%	6 month EURIBOR +7.70%	"B- (sf)"	"Bsf"	N/A	15 January 2030
"**Subordinated Notes**"		€14,300,000	N/A[5]	N/A[5]	N/A	N/A	N/A	15 January 2030

1 Applicable at all times prior to the occurrence of a Frequency Switch Event. The rate of interest of the Rated Notes of each Class for the first Accrual Period will be determined by reference to a straight line interpolation of 6 month EURIBOR and 12 month (the "**Initial Accrual Period Interpolation**") EURIBOR. Payment of interest on the Subordinated Notes will be made on an available funds basis in accordance with the Priorities of Payment.

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

3 The ratings assigned by Fitch and S&P to the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by Fitch and S&P to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. The ratings assigned by Moody's to the Rated Notes address the expected loss posed to investors by the legal final maturity on the Maturity Date. A security rating is not a recommendation to buy, sell or hold the Rated Notes and may be subject to revision, suspension or withdrawal at any time by the applicable Rating Agency. As of the date of this Offering Circular, each of S&P and Fitch is established in the European Union ("**EU**") and Moody's is established in the UK. As of the date of this Offering Circular, each of the Rating Agencies is registered under the CRA Regulation. As such, each Rating Agency is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation.

4 The Notes are being issued at a maximum issue price of 100% of the principal amount thereof. The Issuer and the Placement Agent may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers and be different to the issue price of the Notes.

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

Rating Agencies	
Rating Agencies	S&P and Fitch, *provided that* if at any time S&P and/or Fitch ceases to provide rating services, "**Rating Agencies**" shall mean any other nationally recognised investment rating agency or rating agencies (as applicable) selected by the Issuer and satisfactory to the Trustee (a "**Replacement Rating Agency**") and "**Rating Agency**" means any such rating agency. In the event that at any time a Rating Agency is replaced by a Replacement Rating Agency, references to rating categories of the original Rating Agency in these Conditions, the Trust Deed and the Servicing Agreement shall be deemed instead to be references to the equivalent categories of the relevant Replacement Rating Agency as of the most recent date on which such other rating agency published ratings for the type of security in respect of which such Replacement Rating Agency is used and all references herein to "Rating Agencies" shall be construed accordingly. Any rating agency shall cease to be a Rating Agency if, at any time, it ceases to assign a rating in respect of any Class of Rated Notes.
Rating Agency Confirmation	With respect to any specified action, determination or appointment, receipt by the Issuer and/or the Trustee of written confirmation (or such other confirmation as the relevant Rating Agency is willing to provide from time to time that such modifications or amendments will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency) (which may take the form of a bulletin, press release, email or other written communication) (the "**Rating Agency Confirmation**") by each Rating Agency which has, as at the relevant date assigned ratings to any Class of the Rated Notes that are Outstanding (or, if applicable, the Rating Agency specified in respect of any such action or determination, provided that such Rating Agency has, as at the relevant date assigned ratings to any Class of the Rated Notes) that such specified action, determination or appointment will not result in the downgrade or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency. Notwithstanding anything to the contrary in any Transaction Document and these Conditions, no Rating Agency Confirmation shall be required from a Rating Agency in respect of any action or determination if such Rating Agency has declined a request from the Trustee, the Servicer or the Issuer to review the effect of such action, determination or appointment or if such Rating Agency announces (publicly or otherwise) or confirms to the Trustee, the Servicer or the Issuer that Rating Agency Confirmation from such Rating Agency is not required, or that its practice is to not give such confirmations for such type of action, determination or appointment or such Rating Agency has ceased to engage in the business of providing ratings or has made a public statement in writing to the effect that it will no longer review events or circumstances of the type requiring a Rating Agency Confirmation under any Transaction Document or these Conditions for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of obligations rated by such Rating Agency.
Effective Date Fitch Rating Adjustment	Applicable.
Applicable Dates	
Issue Date	6 October 2020 (the "**Issue Date**").

Payment Dates	Distributions will be made under the Priorities of Payments on: (a) following the occurrence of a Frequency Switch Event, (i) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either January or July); or (ii) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either April or October); and (b) 15 January, 15 April, 15 July and 15 October at all other times, in each case, in each year commencing on 15 April 2021 up to and including the Maturity Date (each a "**Scheduled Payment Date**"), any Redemption Date in connection with a redemption in whole, the Final Distribution Date, and/or following the date upon which the Rated Notes have been redeemed in full, any unscheduled Payment Date, *provided that* if any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day that is a Business Day (unless it would thereby fall in the following month, in which case it shall be brought forward to the immediately preceding Business Day) (each such date, a "**Payment Date**") *provided further that*, following the redemption or repayment in full of the Rated Notes, Subordinated Noteholders may receive payments (including in respect of an Optional Redemption of Subordinated Notes) on any Business Day designated by the Servicer (which Business Days may or may not be the dates stated above) upon five Business Days' prior written notice to the Trustee, the Subordinated Noteholders (in accordance with Condition 16 (*Notices*)) and the Collateral Administrator and such Business Days shall constitute Payment Dates.
First Payment Date	The "**First Payment Date**" means the Payment Date falling in April 2021.
Initial Measurement Date	6 October 2020 (the "**Initial Measurement Date**").
Determination Dates	Determinations of amounts payable under the Priority of Payments on each Payment Date will be determined on the last Business Day of each Due Period, or in the event of any redemption of the Notes following the occurrence of an Event of Default, eight Business Days prior to the applicable Redemption Date (each, a "**Determination Date**").
Interest Determination Date	The "**Interest Determination Date**" means the second Business Day prior to the commencement of each Accrual Period. For the avoidance of doubt, in respect of the Issue Date, the Calculation Agent will determine the offered rate on the Issue Date in respect of all Classes of the Rated Notes, pursuant to the Initial Accrual Period Interpolation EURIBOR but such offered rate shall be calculated as of the two Business Days prior to the Issue Date.
Due Period	The "**Due Period**" means (as applicable): (a) in the case of any Payment Date which is not an unscheduled Payment Date or the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the eighth Business Day prior to such Payment Date;

	(b) in the case of any Payment Date which is not a Scheduled Payment Date, a Redemption Date or the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the third Business Day prior to such Payment Date; and (c) in the case of any Payment Date that is the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the Business Day preceding the Final Distribution Date. Where the "**Due Period Start Date**" means: (a) in the case of the period relating to the first Payment Date, the Issue Date; and (b) in the case of any subsequent Due Period, the day immediately following: (i) if the immediately preceding Payment Date was a Scheduled Payment Date, the eighth Business Day prior to the preceding Payment Date; or (ii) if the immediately preceding Payment Date was an unscheduled Payment Date, the third Business Day prior to the preceding Payment Date.
Non-Call Period	The period from and including the Issue Date up to, but excluding 6 October 2021 (or, if such day is not a Business Day, then the next succeeding Business Day (unless it would fall in the following month, in which case it shall be moved to the immediately preceding Business Day)) (the "**Non-Call Period**").
Maturity Date	15 January 2030 (or, if such day is not a Business Day, then the next succeeding Business Day (unless it would fall in the following month, in which case it shall be moved to the immediately preceding Business Day)) (the "**Maturity Date**").
Additional Conditions of the Notes	
Redemption of the Notes	Principal payments on the Notes may be made in the following circumstances: (a) on any Payment Date in accordance with the Principal Proceeds Priority of Payments; (b) on the Maturity Date (see Condition 7(a) (*Final Redemption*)); (c) on any Payment Date following a Determination Date on which a Coverage Test is not satisfied (to the extent such test is required to be satisfied on such Determination Date) (see Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*));

	(d)	in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day following the expiry of the Non-Call Period from Sale Proceeds or Refinancing Proceeds (or any combination thereof) if directed in writing by (i) the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices) or (ii) the Servicer subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such direction within five calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders) (see Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Servicer*));
	(e)	in part by the redemption in whole of one or more Classes of Rated Notes from Refinancing Proceeds on any Business Day following the expiry of the Non-Call Period if directed in writing by either: (i) the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices); or (ii) the Servicer subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such direction within five calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders in accordance with Condition 16 (*Notices*)), as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes (see Condition 7(b)(i) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*));
	(f)	in whole (with respect to all Classes of Rated Notes) but not in part from Sale Proceeds on any Business Day following the expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period the Aggregate Collateral Balance is less than 20.0 per cent. of the Target Par Amount and if directed in writing by the Servicer (see Condition 7(b)(iii) (*Optional Redemption in Whole – Servicer*));
	(g)	on any Business Day, the Subordinated Notes may be redeemed in whole at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution or at the direction of the Servicer following the redemption in full of all Classes of Rated Notes (see Condition 7(b)(iii) (*Optional Redemption of Subordinated Notes*));
	(h)	in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day following the occurrence of a Collateral Tax Event from Sale Proceeds or Refinancing Proceeds (or any combination thereof) if directed by the Subordinated Noteholders acting by way of Ordinary Resolution (as evidenced by duly completed Redemption Notices) (See Condition 7(b)(i) (*Optional*

	Redemption in Whole – Subordinated Noteholders or Servicer)); (i) in whole (with respect to all Classes of Notes) but not in part on any Business Day if directed in writing by the Controlling Class or the Subordinated Noteholders, in each case, acting by way of Extraordinary Resolution, following the occurrence of a Note Tax Event, subject to: (i) the Issuer having failed to cure the Note Tax Event; and (ii) certain minimum time periods. See Condition 7(e) (*Redemption following Note Tax Event*); and (j) at any time following an Event of Default which occurs and is continuing, provided an Acceleration Notice has been given or deemed to have been given and not rescinded or annulled (see Condition 10 (*Events of Default*)).
Target Par Amount	€200,000,000 (the "**Target Par Amount**").
Closing Proceeds	The Issuer anticipates that, by the Issue Date, it or the Servicer on its behalf will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which is equal to at least €200,000,000. The proceeds of issue of the Notes remaining after payment of: (a) the acquisition costs for the Collateral Debt Obligations acquired by the Issuer pursuant to the Warehouse Arrangements; and (b) certain fees, costs and expenses incurred in connection with the issue of the Notes and anticipated to be payable by the Issuer following completion of the issue of the Notes will be deposited in the Collection Account, the First Period Reserve Account, the Expense Reserve Account and the Unused Proceeds Account on the Issue Date.
Priorities of Payments	The "**Priorities of Payment**" means: (a) save for: (i) in connection with any Optional Redemption of the Rated Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*); (ii) in connection with a redemption in whole pursuant to Condition 7(g) (*Redemption following Note Tax Event*); or (iii) following the delivery of an Acceleration Notice (deemed or otherwise) which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), in the case of Interest Proceeds, the priority of payments set out in Condition 3(c)(i) (*Application of Interest Proceeds*) (the "**Interest Proceeds Priority of Payments**") and in the case of Principal Proceeds, the priority of payments set out in Condition 3(c)(ii) (*Application of Principal Proceeds*) (the "**Principal Proceeds Priority of Payments**"); (b) in the event of any Optional Redemption of the Rated Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*) or the Notes pursuant to Condition 7(g) (*Redemption following Note Tax Event*) or following the delivery of an Acceleration Notice (deemed or otherwise) which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), the priority of payments set out in Condition

	11 (*Enforcement*) (the "**Post-Acceleration Priority of Payments**"); (c) in the case of Collateral Enhancement Obligation Proceeds, the priority of payments set out in Condition 3(c)(iii) (*Application of Collateral Enhancement Obligation Proceeds*) (the "**Collateral Enhancement Obligation Proceeds Priority of Payments**"); and (d) in the event of any Optional Redemption of the Rated Notes in part but not in whole pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*), in the case of the Refinancing Proceeds and the Partial Redemption Interest Proceeds, the priority of payments set out in Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*) (the "**Partial Redemption Priority of Payments**").
Ongoing Expense Reserve Ceiling	The "**Ongoing Expense Reserve Ceiling**" means, on any Payment Date, the excess, if any, of €250,000 over the amount then on deposit in the Expense Reserve Account without giving effect to any deposit thereto on such Payment Date pursuant to paragraph (C) of Condition 3(c)(i) (*Application of Interest Proceeds*).
Senior Expenses Cap	The "**Senior Expenses Cap**" means, in respect of each Payment Date and the Due Period immediately preceding such Payment Date the sum of: (a) €225,000 per annum (pro rated for the Due Period for the first Payment Date on the basis of a 360-day year and the actual number of days elapsed in such Due Period and thereafter on the basis of a 360-day year comprised of twelve 30-day months with each anniversary of the first Payment Date being the start of such 360-day period); and (b) 0.02 per cent. per annum (pro rated for the Due Period for the first Payment Date on the basis of a 360-day year and the actual number of days elapsed in such Due Period and thereafter on the basis of a 360-day year and the actual number of days elapsed in such Due Period with each anniversary of the first Payment Date being the start of such 360-day period) of the Aggregate Collateral Balance as at the Determination Date immediately preceding such Payment Date, *provided however*, that: (i) if the aggregate amount of Trustee Fees and Expenses and Administrative Expenses paid on the three immediately preceding Payment Dates (or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date) together with the aggregate amount of Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period(s) is less than the stated Senior Expenses Cap, the amount of each such shortfall shall be added to

	the Senior Expenses Cap with respect to the then current Payment Date. For the avoidance of doubt, the application of any such shortfall in this manner may not at any time result in an increase of the Senior Expenses Cap on a per annum basis; and (ii) the Senior Expenses Cap in respect of the Payment Date immediately following a Partial Redemption Date shall be reduced (subject to a minimum value of zero) by the amount distributed on such Partial Redemption Date pursuant to Condition 3(m)(i) and 3(m)(ii) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).
First Period Reserve Amount	€750,000 (the "**First Period Reserve Amount**").
Servicer Agreement	
Servicing Fees	On each Payment Date, including any Redemption Date, the Servicer will be entitled to receive servicing fees (the "**Servicing Fees**"), which will be payable in accordance with the Priority of Payments and will consist of the following three components: (a) a "**Senior Servicing Fee**" equal to 0.10 per cent. per annum of the Aggregate Collateral Balance calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case, on the basis of a 360-day year and the actual number of days elapsed in such Due Period (exclusive of any VAT) *provided that* the Senior Servicing Fee payable on any Payment Date shall not include any such fee (or any portion thereof) that has been waived or deferred by the Servicer (with notice to the Issuer and the Collateral Administrator) no later than the Determination Date immediately prior to such Payment Date pursuant to the Servicing Agreement; (b) a "**Subordinated Servicing Fee**" equal to 0.15 per cent. per annum of the Aggregate Collateral Balance calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case, on the basis of a 360-day year and the actual number of days elapsed in such Due Period (exclusive of any VAT) *provided that* the Subordinated Servicing Fee payable on any Payment Date shall not include any such fee (or any portion thereof) that has been waived or deferred by the Servicer (with notice to the Issuer and the Collateral Administrator) no later than the Determination Date immediately prior to such Payment Date pursuant to the Servicing Agreement; and (c) an "**Incentive Servicing Fee**" shall be payable to the Servicer on each Payment Date on which the Incentive Servicing Fee IRR Threshold has been met or surpassed, equal to Incentive Servicing Fee Percentage of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds (after any payment required to satisfy the Incentive Servicing Fee IRR

	Threshold) that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payment (exclusive of any VAT).
Incentive Servicing Fee Percentage	The "**Incentive Servicing Fee Percentage**" means 20.0 per cent.
Incentive Servicing Fee IRR Threshold	The "**Incentive Servicing Fee IRR Threshold**" means the threshold which will have been reached on the relevant Payment Date if the Subordinated Notes Outstanding have received an annualised internal rate of return (computed using the "XIRR" function in Microsoft® Excel or an equivalent function in another software package and assuming for this purpose that all Subordinated Notes were purchased on the Issue Date at a price equal to 100 per cent. of the principal amount thereof) of at least 12.0 per cent. or such other greater amount as may be specified by the Servicer in writing to the Issuer in accordance with the terms of the Servicing Agreement on the Principal Amount Outstanding of the Subordinated Notes as of the first day of the Due Period preceding such Payment Date (after giving effect to all payments in respect of the Subordinated Notes to be made on such Payment Date), provided that any additional issuances of the Subordinated Notes pursuant to Condition 17 (*Additional Issuances*) shall be included for the purposes of calculating the Incentive Servicing Fee IRR Threshold at their issue price and issue date.
Maturity Amendment Weighted Average Life Test	The "**Maturity Amendment Weighted Average Life Test**" means a test satisfied on any date of determination if the Weighted Average Life of all Collateral Debt Obligations as of such date is less than (i) six years *minus* (ii) the number of years (rounded to the nearest one hundredth thereof) that have elapsed since the Issue Date.
Denominations; Form; Listing; Trading; Governing Law	
Minimum Denominations	The "**Minimum Denominations**" are: (a) in the case of the Regulation S Notes of each Class, €100,000; and (b) in the case of the Rule 144A Notes of each Class, €250,000
Form	The Class A Notes, Class B Notes, Class C Notes and Class D Notes may, in each case, be in the form of Servicer Removal and Replacement Voting Notes, Servicer Removal and Replacement Exchangeable Non-Voting Notes or Servicer Removal and Replacement Non-Voting Notes. Servicer Removal and Replacement Voting Notes shall carry a right to vote in respect of, and be counted for the purposes of determining a quorum and the result of, any votes in respect of any Servicer Replacement Resolutions and any Servicer Removal Resolutions. Servicer Removal and Replacement Non-Voting Notes and Servicer Removal and Replacement Exchangeable Non-Voting Notes shall not carry any rights in respect of, or be counted for the purposes of determining a quorum and the result of, any votes in respect of any Servicer Removal Resolutions or any Servicer Replacement Resolutions, but shall carry a right to vote on and be counted in respect of all other matters in respect of which the Servicer Removal and Replacement Voting Notes have a right to vote and be counted.

	Servicer Removal and Replacement Voting Notes shall be exchangeable at any time upon request by the relevant Noteholder into Servicer Removal and Replacement Exchangeable Non-Voting Notes or Servicer Removal and Replacement Non-Voting Notes. Servicer Removal and Replacement Exchangeable Non-Voting Notes shall be exchangeable upon request by the relevant Noteholder for: (i) Servicer Removal and Replacement Non-Voting Notes at any time; or (ii) Servicer Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of the transferor upon request of the relevant transferee or transferor and in no other circumstances. Servicer Removal and Replacement Non-Voting Notes shall not be exchangeable at any time into Servicer Removal and Replacement Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes. Any Class A Notes, Class B Notes, Class C Notes or Class D Notes held by or on behalf of the Servicer or any Servicer Related Person shall only be held in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes.
Listing and Trading	Application has been made to Euronext Dublin for the approval of this Offering Circular as listing particulars and for the Notes to be admitted to the official list (the "**Official List**") and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**").
EU Retention Requirements	The Retention Holder will represent and undertake to, among other things, acquire and hold the Retention Notes on the terms set out in the Risk Retention Letter. See "*The Retention Holder and EU Retention Requirements*".
Governing Law	The Notes, the Trust Deed, the Servicing Agreement, the Agency Agreement and all other Transaction Documents (save for the Corporate Services Agreement which is governed by the laws of Ireland) will be governed by English law.
Voting and Control	
Controlling Class	The "**Controlling Class**" means: (a) the Class A Notes; or (b) (i) following redemption and payment in full of the Class A Notes; or (ii) prior to the redemption and payment in full of the Class A Notes and solely in connection with a Servicer Removal Resolution and/or a Servicer Replacement Resolution, if 100.0 per cent. of the Principal Amount Outstanding of the Class A Notes is held in the form of Servicer Removal and Replacement Non-Voting Notes and/or Servicer Removal and Replacement Exchangeable Non-Voting Notes, the Class B Notes; or (c) (i) following redemption and payment in full of the Class A Notes and the Class B Notes; or

	(ii) prior to the redemption and payment in full of the Class A Notes and the Class B Notes and solely in connection with a Servicer Removal Resolution and/or a Servicer Replacement Resolution, if 100.0 per cent. of the Principal Amount Outstanding of each of the Class A Notes and the Class B Notes is held in the form of Servicer Removal and Replacement Non-Voting Notes and/or Servicer Removal and Replacement Exchangeable Non-Voting Notes, the Class C Notes; or (d) (i) following redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes; or (ii) prior to the redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes and solely in connection with a Servicer Removal Resolution and/or a Servicer Replacement Resolution, if 100.0 per cent. of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes and the Class C Notes is held in the form of Servicer Removal and Replacement Non-Voting Notes and/or Servicer Removal and Replacement Exchangeable Non-Voting Notes, the Class D Notes; or (e) (i) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; or (ii) prior to the redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes and solely in connection with a Servicer Removal Resolution and/or a Servicer Replacement Resolution, if 100.0 per cent. of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes is held in the form of Servicer Removal and Replacement Non-Voting Notes and/or Servicer Removal and Replacement Exchangeable Non-Voting Notes, the Class E Notes; or (f) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the Class F Notes; or (g) following redemption and payment in full of all of the Rated Notes, the Subordinated Notes, *provided that*, solely in connection with a Servicer Removal Resolution and/or a Servicer Replacement Resolution, no Notes held in the form of Servicer Removal and Replacement Non-

	Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes shall: (A) constitute or form part of the Controlling Class; (B) be entitled to vote in respect of such Servicer Removal Resolution and/or Servicer Replacement Resolution; or (C) be counted for the purposes of determining a quorum or the result of voting in respect of such Servicer Removal Resolution and/or Servicer Replacement Resolution.

THE COLLATERAL DEBT OBLIGATIONS

Each Noteholder, by its acceptance thereof, is deemed to have consented to the Issuer's purchase of the Collateral Debt Obligation listed in Annex C (*Collateral Debt Obligations*) to this Offering Circular.

All Collateral Debt Obligations are denominated in Euros. Accordingly, no Currency Hedge Transactions will be entered into in relation to the Collateral Debt Obligations.

Eligibility Criteria

The securities and other obligations held by the Issuer (the "**Collateral Debt Obligations**") must on the Issue Date, satisfy the following criteria (the "**Eligibility Criteria**") as determined by the Servicer in accordance with the Standard of Care (which determination will not be called into question as a result of subsequent events):

(a)	***Type of obligation***	It is a Senior Secured Loan (which may include PIK Securities), a Senior Secured Bond, an Unsecured Senior Loan, a Mezzanine Obligation (which may include PIK Securities), a Second Lien Loan, a Corporate Rescue Loan or a High Yield Bond.
(b)	***Denomination***	It is: (i) denominated in Euro; or (ii)(A) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof; or (B) denominated in a Qualified Unhedged Currency, acquired in the Primary Market and no later than 180 calendar days following the settlement date of the acquisition thereof, the subject of a Currency Hedge Transaction entered into by the Issuer (or the Servicer on its behalf) with a notional amount in the relevant currency equal to the aggregate principal amount of such obligation and complies with the requirements set out in respect of such obligation in the Servicing Agreement; and (iii) is not convertible into or payable in any other currency.
(c)	***Defaulted and credit impaired obligations***	It is not a Defaulted Obligation or a Credit Impaired Obligation.
(d)	***Leases***	It is not a lease (including, for the avoidance of doubt, a finance lease).
(e)	***Structured Finance Security and Synthetic Security***	It is not a Structured Finance Security or a Synthetic Security.
(f)	***Fixed repayment of principal equal to at least par***	It provides for a fixed amount of principal payable in cash on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortisation or prepayment in each case at a price of less than par.
(g)	***Zero Coupon Security***	It is not a Zero Coupon Security.
(h)	***Margin Stock***	It does not constitute "margin stock" (as defined under Regulation U issued by the Board of Governors of the U.S. Federal Reserve System).
(i)	***Withholding tax***	It is an obligation in respect of which, following acquisition thereof by the Issuer by the selected method of transfer, payments will not be subject to withholding Tax imposed by any jurisdiction (other than (1) U.S. withholding Tax on commitment fees, amendment fees, waiver fees, consent fees, letter of credit fees, extension fees, or similar fees or (2) withholding imposed under FATCA) unless either: (i) such

		withholding tax can, upon completion of the relevant procedural formalities, be reduced or eliminated by application being made under an applicable double Tax treaty or convention or otherwise; or (ii) the Obligor is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding on an after-Tax basis.
(j)	***Minimum rating***	Other than in the case of a Corporate Rescue Loan (which shall have a rating as determined by the definition of "Moody's Rating", "S&P Rating" and "Fitch Rating" as applicable), if S&P is a Rating Agency, it is an obligation which has an S&P Rating of "CCC-" or higher, if Moody's is a Rating Agency, it is an obligation which has an Moody's Rating of "Caa3" or higher and if Fitch is a Rating Agency, a Fitch Rating of "CCC-" or higher.
(k)	***Substantial non-credit related risk***	It is not a debt obligation whose repayment is subject to substantial non-credit related risk.
(l)	***Future liabilities***	It will not result in the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer other than those: (i) which may arise at its option; (ii) which are fully collateralised; (iii) which are subject to limited recourse provisions similar to those set out in the Trust Deed; (iv) which are owed to the agent bank in relation to the performance of its duties under a Collateral Debt Obligation; (v) which may arise as a result of an undertaking to participate in a financial restructuring of a Collateral Debt Obligation where such undertaking is contingent upon the redemption in full of such Collateral Debt Obligation on or before the time by which the Issuer is obliged to enter into the restructured Collateral Debt Obligation and where the restructured Collateral Debt Obligation satisfies the Restructured Obligation Criteria and for the avoidance of doubt, the Issuer is not liable to pay any amounts in respect of a restructuring; or (vi) which are Delayed Drawdown Collateral Debt Obligations or Revolving Obligations, provided that, in respect of this paragraph (l) only, that the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer following such restructuring shall not exceed the redemption amounts from such obligation.
(m)	***Investment Company Act***	It will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act.
(n)	***Frequency of interest***	It is not a debt obligation that pays scheduled interest less frequently than annually (other than, for the avoidance of doubt, PIK Securities).
(o)	***Subject to offer***	It is not subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action for a price less than its par amount plus all accrued and unpaid interest. For the avoidance of doubt, the fact that a restructuring process may commence after entering into a binding commitment to acquire such obligation and result in redemption for a price less than par plus all accrued and unpaid interest shall not result in the non-satisfaction of this paragraph (o).
(p)	***Maturity***	The Collateral Debt Obligation Stated Maturity thereof falls prior to the Maturity Date of the Notes.
(q)	***Stamp duty***	Its acquisition by the Issuer will not result in the imposition of stamp duty, stamp duty reserve tax or similar Tax or duty payable by the Issuer or by any person entitled to recover the same from the Issuer, unless such stamp duty, stamp duty reserve tax or similar Tax or duty has been included in the purchase price of such Collateral Debt Obligation.
(r)	***Capable of being subject to charge or security interest***	Upon acquisition, both: (i) the Collateral Debt Obligation is capable of being, and will be, the subject of a first fixed charge, a first priority security interest or other similar security interest having first ranking priority and having a similar commercial effect in favour of the Trustee for the benefit of the Secured Parties; and (ii) (subject to (i) above) the Issuer (or the Servicer on behalf of the Issuer) has notified the Trustee in the event that any Collateral Debt Obligation that is a bond is held through

		the Custodian but not held through Euroclear and has taken such action as the Trustee may require to effect such security interest.
(s)	***Obligation of Irish borrower***	It is not an obligation of a borrower who or which is resident in or incorporated under the laws of Ireland and who or which is not acting in the conduct of a business or profession.
(t)	***Jurisdiction of Obligor***	It is an obligation in respect of which the Obligor (or the guarantor of such obligation) is Domiciled in a Qualifying Country, as determined by the Servicer.
(u)	***Redemption***	It has not been called for, and is not subject to a pending, redemption.
(v)	***No breach of selling restrictions or contract***	It is capable of being sold, assigned or participated to the Issuer, together with any associated security, without any breach of applicable selling restrictions or of any contractual provisions.
(w)	***Majority consent to change interest or principal***	Any change in the amount and/or timing of interest and principal payments pursuant to the relevant Underlying Instrument (for the avoidance of doubt, excluding any changes originally envisaged in such Underlying Instrument) requires the consent of a majority of lenders or holders, as applicable; *provided that* in the case of a Collateral Debt Obligation that is a bond such percentage shall refer to the percentage of holders required to approve such resolution on any such matter, either as a percentage of those attending a quorate bondholder meeting or as a percentage of all bondholders acting by written resolution.
(x)	***Project Finance Loan***	It is not a Project Finance Loan.
(y)	***Registered form***	If it pays U.S.-source interest, it is in registered form for U.S. federal income tax purposes, unless it is not a "registration-required obligation" as defined in Section 163(f) of the Code.
(z)	***Deferring Security***	It is not a Deferring Security.
(aa)	***Revolving Obligation or Delayed Drawdown Collateral Debt Obligation***	If it is a Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, it can only be drawn in Euro.
(bb)	***Step-Down Coupon Security***	It is not a Step-Down Coupon Security.
(cc)	***TCA "qualifying asset"***	It is a "qualifying asset" for the purposes of Section 110 of the TCA.
(dd)	***Appointment of a "credit servicing firm"***	Its acquisition by the Issuer will not result in the Issuer being required to be authorised as, or to appoint a "credit servicing firm" within the meaning of the Central Bank Act 1997 of Ireland (as amended).
(ee)	***Rule 3a-7 "eligible asset"***	It is an "eligible asset" as defined in Rule 3a-7 under the Investment Company Act (so long as the Trading Requirements are applicable).
(ff)	***Minimum indebtedness***	It is not an obligation for which the total potential indebtedness of the Obligor(s) thereof (including, in the case of Corporate Rescue Loans, the total potential indebtedness of the corporate group of the Obligor(s)) under all underlying instruments governing such Obligors' indebtedness (and, in the case of Corporate Rescue Loans, the underlying instruments governing the indebtedness of the Obligors' corporate group) has an aggregate principal amount (whether drawn or undrawn) of less than EUR 150,000,000.
(gg)	***Purchase price***	It shall have been acquired by the Issuer for a purchase price of not less than 50.0 per cent. of the par value thereof.

(hh)	***Equity Security***	It is not an Equity Security, including any obligation convertible into an Equity Security.
(ii)	***S&P subscript***	If S&P is a Rating Agency, it does not have an "f", "r", "p", "pi", "q", "(sf)" or "t" subscript assigned by S&P.
(jj)	***Moody's local currency risk ceiling***	If Moody's is a Rating Agency, it is an obligation of an Obligor who is Domiciled in a jurisdiction the Moody's local currency country risk ceiling of which is "A3" or above.
(kk)	***ESG Collateral Obligation***	It is not an ESG Collateral Obligation.

Other than Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date, the subsequent failure of any Collateral Debt Obligation to satisfy any of the Eligibility Criteria shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation so long as such obligation satisfied the Eligibility Criteria, when the Issuer or the Servicer on behalf of the Issuer entered into a binding agreement to purchase such obligation.

Certain Definitions Related to the Eligibility Criteria

"**Controversial Weapons**" means any controversial weapons (such as cluster bombs, anti-personnel mines, chemical or biological weapons) which are prohibited under applicable international treaties or conventions.

"**ESG Collateral Obligation**" means any debt obligation or debt security where the consolidated group to which the relevant obligor belongs is a group whose Primary Business Activity is:

(a) the speculative extraction of oil and gas (including tar sands and arctic drilling), thermal coal mining or the generation of electricity using coal;

(b) (i) the production of or trade in Controversial Weapons; or (ii) the production of or trade in components or services that have been specifically designed or designated for military purposes for the functioning of Controversial Weapons; or

(c) the trade in:

(i) hazardous chemicals, pesticides and wastes, ozone depleting substances endangered or protected wildlife or wildlife products, of which production or trade is banned by applicable global conventions and agreements;

(ii) pornography or prostitution;

(iii) tobacco or tobacco-related products;

(iv) subprime lending or payday lending activities; or

(v) weapons or firearms.

"**Letter of Credit**" means a contract under which a bank, at the request of a buyer on the sale of specific goods, agrees to pay the beneficiary on the sale contract (such party being the seller in connection with the sale of specific goods), a certain amount against the presentation of specified documents relating to those goods.

"**Primary Business Activity**" means, in relation to a consolidated group of companies, for the purposes of determining whether a debt obligation or debt security is an ESG Collateral Obligation, where such group derives more than 50 per cent. of its revenues for the relevant business, trade or production (as applicable).

"**Project Finance Loan**" means a loan obligation under which the obligor is obliged to make payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of payments) on revenues arising from infrastructure assets, including, without limitation:

(a) the sale of products, such as electricity, water, gas or oil, generated by one or more infrastructure assets in the utility industry by a special purpose entity; and

(b) fees charged in respect of one or more highways, bridges, tunnels, pipelines or other infrastructure assets by a special purpose entity,

in each case, the sole activity of such special purpose entity is the ownership and/or management of such asset or assets and the acquisition and/or development of such asset by the special purpose entity was effected primarily with the proceeds of debt financing made available to it on a limited recourse basis.

"**Step-Down Coupon Security**" means a security the interest rate of which decreases over a specified period of time other than due to the decrease of the floating rate index applicable to such security.

"**Step-Up Coupon Security**" means a security the interest rate of which increases over a specified period of time other than due to the increase of the floating rate index applicable to such security.

"**Structured Finance Security**" means any debt security which is secured directly, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security.

"**Synthetic Security**" means a security or swap transaction (other than a letter of credit or a Participation) that has payments of interest or principal on a reference obligation or the credit performance of a reference obligation.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty, fine or interest payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes" and "Taxation" shall be construed accordingly.

"**Zero Coupon Security**" means a security (other than a Step-Up Coupon Security) that, at the time of determination, does not provide for periodic payments of interest.

Restructured Obligations

In the event a Collateral Debt Obligation becomes, as determined by the Servicer in accordance with the Standard of Care (which determination will not be called into question as a result of subsequent events), the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor, such obligation shall only constitute a Restructured Obligation if:

(a) such obligation satisfies each of the criteria comprising the Eligibility Criteria other than paragraphs (c), (i), (j), (p), (w), (bb), (ff) and (gg) thereof, *provided that* (i) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Restructured Obligations which are PIK Securities; and (ii) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Restructured Obligations which have a Collateral Debt Obligation Stated Maturity that falls on a date which is on or after the Maturity Date of the Notes (for which purpose, the Collateral Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and Fitch Collateral Value) (the "**Restructured Obligation Criteria**"), in each case as determined by the Servicer in accordance with the Standard of Care (which determination will not be called into question as a result of subsequent events), such Collateral Debt Obligation will be considered to satisfy the Restructured Obligation Criteria; and

(b) such obligation has an S&P Rating (if S&P is a Rating Agency), a Fitch Rating (if Fitch is a Rating Agency) and a Moody's Rating (if Moody's is a Rating Agency).

SALES OF COLLATERAL DEBT OBLIGATIONS

Sales of Collateral Debt Obligations

The Servicer on behalf of the Issuer may sell at any time without restriction (*provided that* (i) no Event of Default has occurred and is continuing and (ii) following delivery of an Acceleration Notice, liquidation will be effected as described in Condition 11 (*Enforcement*) and the Servicer will not have the right to sell any Collateral Debt Obligations):

(a) any Credit Impaired Obligation;

(b) any Defaulted Obligation; and

(c) any Exchanged Security; *provided* that the Servicer shall use its commercially reasonable efforts to effect the sale of any Exchanged Security which constitutes Margin Stock as soon as practicable upon its receipt or upon becoming Margin Stock, as applicable, unless such sale is prohibited by applicable law, in which case such Exchanged Security shall be sold as soon as such sale is permitted by applicable law.

The Issuer shall have the right to effect any sale of any Collateral Debt Obligation (x) that has been consented to by a resolution of holders evidencing 100% of the Principal Amount Outstanding of the Controlling Class and (y) of which each applicable Rating Agency (if then rating a Class of Rated Notes), the Collateral Administrator and the Trustee has been notified.

Sale of Collateral Prior to Maturity Date

In the event of any redemption of the Rated Notes in whole prior to the Maturity Date the Servicer (acting on behalf of the Issuer) will, as far as reasonably practicable, arrange for liquidation of the Collateral in order to procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date in accordance with Condition 7 (*Redemption and Purchase*).

Unsaleable Collateral

Notwithstanding the other requirements set forth in the Trust Deed, on any Business Day the Servicer, in its sole discretion, may conduct an auction on behalf of the Issuer of Unsaleable Assets (as defined below) in accordance with the procedures described in this paragraph. Promptly after receipt of written notice from the Servicer of such auction, the Principal Paying Agent will forward a notice in the Issuer's name (in such form as is prepared by the Servicer) to the Noteholders (and the Issuer (or the Servicer on its behalf) shall send a copy of such notice to each applicable Rating Agency) of an auction, setting forth in reasonable detail a description of each Unsaleable Asset and the following auction procedures:

(a) any Noteholder or beneficial owner of Notes may submit a written bid to purchase for cash one or more Unsaleable Assets no later than the date specified in the auction notice (which will be at least 15 Business Days after the date of such notice);

(b) each bid must include an offer to purchase for a specified amount of cash on a proposed settlement date no later than 20 Business Days after the date of the auction notice;

(c) if no Noteholder or beneficial owner of Notes submits such a bid within the time period specified under clause (i) above, unless the Servicer determines that delivery in-kind is not legally or commercially practicable, the Issuer (or the Servicer on its behalf) will provide notice thereof to each Noteholder and offer to deliver (at such Noteholder's expense) a *pro rata* portion (as determined by the Servicer) of each unsold Unsaleable Asset to the Noteholders or beneficial owners of the most senior Class that provide delivery instructions to the Issuer or the Servicer on or before the date specified in such notice, subject to minimum denominations; *provided* that, to the extent that minimum denominations do not permit a *pro rata* distribution, the Servicer will distribute the Unsaleable Assets on a pro rata basis to the extent possible and the Servicer will select by lottery the Noteholder or beneficial owner to whom the remaining amount will be delivered and deliver written notice thereof to the Collateral Administrator; *provided, further*, that the Servicer will use commercially reasonable efforts to effect delivery of such interests and, for the avoidance of doubt, any such delivery to the Noteholders shall not operate to reduce the principal amount of the related Class of Notes held by such Noteholders; and

(d) if no such Noteholder or beneficial owner provides delivery instructions to the Issuer or the Servicer, the Servicer (on behalf of the Issuer) shall take action it determines to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means.

"**Unsaleable Assets**" means (a)(i) a Defaulted Obligation or (ii) an obligation received in connection with an Offer, in a restructuring or plan of reorganisation with respect to the obligor, in each case, in respect of which the Issuer has not received a payment in cash during the preceding twelve months or (b) any Collateral Debt Obligation or Eligible Investment identified in an officer's certificate of the Servicer as having a Market Value multiplied by its Principal Balance of less than Euro 1,000, in the case of each of (a) and (b) with respect to which the Servicer confirms to the Trustee that (x) it has made commercially reasonable endeavours to dispose of such obligation for at least 90 calendar days and (y) in its commercially reasonable judgement such obligation is not expected to be saleable in the foreseeable future.

Investments

After the Issue Date, the Issuer shall not acquire any additional Collateral Debt Obligations except for Eligible Investments and Collateral Enhancement Obligations, as further described below.

Cash on deposit in any Account (other than the Unfunded Revolver Reserve Account, each Counterparty Downgrade Collateral Account, the Payment Account and the Collection Account) may be invested at any time in Eligible Investments in accordance with Condition 3(i) (*Accounts*).

The Servicer (acting on behalf of the Issuer) may, from time to time, subject to the Trading Requirements (so long as they are applicable) purchase Collateral Enhancement Obligations independently or as part of a unit with the Collateral Debt Obligations being so purchased provided that to do so would not cause a Retention Deficiency. All funds required in respect of the purchase price of any Collateral Enhancement Obligations, and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the balance standing to the credit of the Collateral Enhancement Account at the relevant time. Pursuant to Condition 3(j)(vi) (*Collateral Enhancement Account*), such Balance shall be comprised of all sums deposited therein from time to time which will comprise (i) interest and/or principal payable in respect of the Subordinated Notes which the Servicer acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payment rather than being paid to the Subordinated Noteholders (ii) any Contributions made by a Contributor and (iii) any Servicer Advances.

Collateral Enhancement Obligations may be sold at any time and all Collateral Enhancement Obligation Proceeds received by the Issuer shall be deposited into the Collateral Enhancement Account. Collateral Enhancement Obligations and any income or return generated thereby are not taken into account for the purposes of determining satisfaction of, or the requirement to satisfy, any of the Coverage Tests. For the avoidance of doubt, the acquisition of Collateral Enhancement Obligations will not require the satisfaction of the Eligibility Criteria.

COVERAGE TESTS

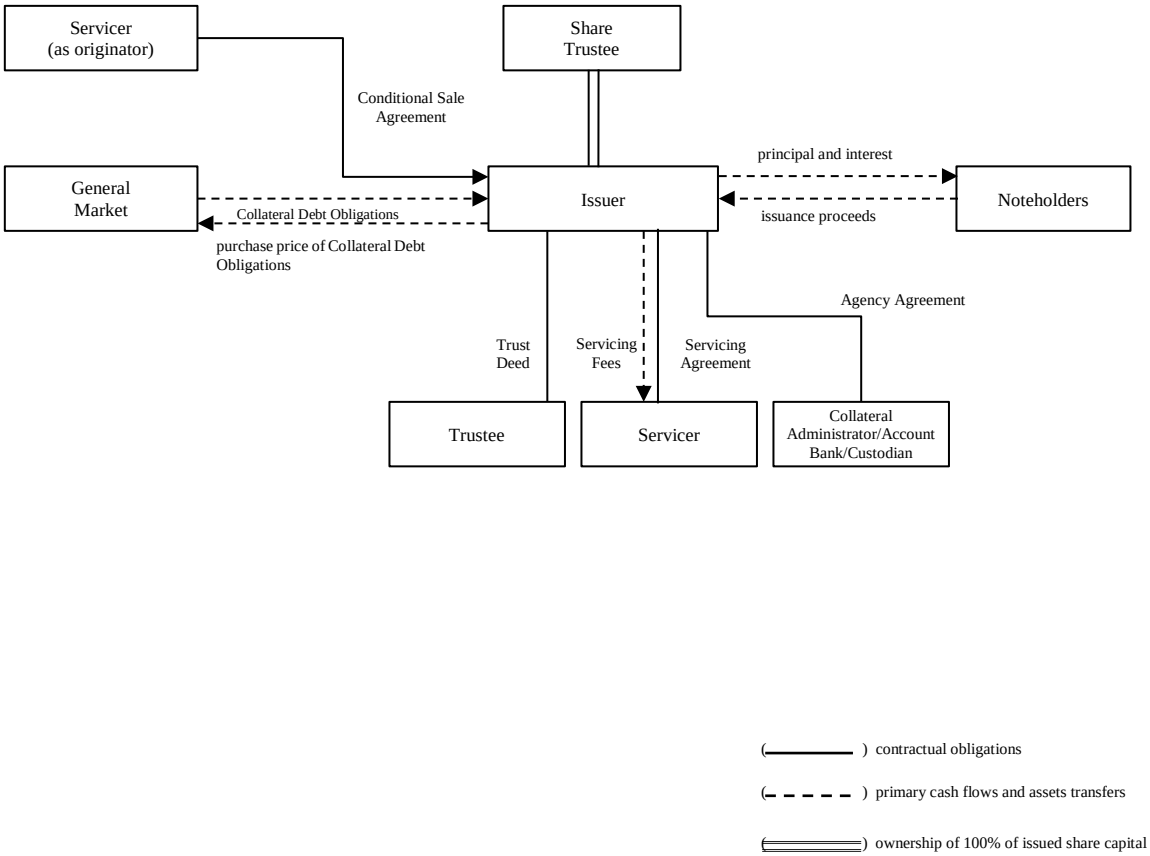
The "**Coverage Tests**" are each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test, the Class E Interest Coverage Test and the Class F Par Value Test as specified in the table below. The Coverage Tests will be used primarily to determine whether interest may be paid on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes or whether Interest Proceeds which would otherwise be used to pay interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes must instead be used to pay principal on the Notes in accordance with the Note Payment Sequence, in each case to the extent necessary to cause the Coverage Tests relating to the relevant Class of Notes to be met.

	Tested Classes	First Test Date	Applicable	Minimum Per Cent.
Class A/B Coverage Tests				
Class A/B Par Value Test.....	Class A Notes and Class B Notes	First Determination Date	Yes	125.69
Class A/B Interest Coverage Test	Class A Notes and Class B Notes	Second Determination Date	Yes	120.00
Class C Coverage Tests				
Class C Par Value Test	Class A Notes, Class B Notes and Class C Notes	First Determination Date	Yes	116.53
Class C Interest Coverage Test ...	Class A Notes, Class B Notes and Class C Notes	Second Determination Date	Yes	110.00
Class D Coverage Tests				
Class D Par Value Test	Class A Notes, Class B Notes, Class C Notes and Class D Notes	First Determination Date	Yes	110.17
Class D Interest Coverage Test ...	Class A Notes, Class B Notes, Class C Notes and Class D Notes	Second Determination Date	Yes	105.00
Class E Coverage Tests				
Class E Par Value Test.....	Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes	First Determination Date	Yes	106.38
Class E Interest Coverage Test	Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes	Second Determination Date	Yes	101.00
Class F Coverage Test				
Class F Par Value Test.....	Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes	First Determination Date	Yes	104.96

"**First Determination Date**" means the Determination Date immediately preceding the first Payment Date.

"**Second Determination Date**" means the Determination Date immediately preceding the second Payment Date.

TRANSACTION OVERVIEW



OWNERSHIP STRUCTURE

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

RISK FACTORS

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

1. GENERAL COMMERCIAL RISKS

1.1. General

It is intended that the Issuer will invest in Collateral Debt Obligations (and other financial assets) with certain risk characteristics as described below and subject to the investment policies, restrictions and guidelines described in the section of this Offering Circular titled "*The Portfolio*". There can be no assurance that the Issuer's investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are therefore advised to review this entire Offering Circular carefully and should consider, among other things, the risk factors set out in this section before deciding whether to invest in the Notes. Except as is otherwise stated below, such risk factors are generally applicable to all Classes of Notes, although the degree of risk associated with each Class of Notes will vary in accordance with the position of such Class of Notes in the Priorities of Payment. See Condition 3(c) (*Priorities of Payment*) and Condition (11)(b) (*Enforcement*). In particular, (i) payments in respect of the Class A Notes are generally higher in the Priorities of Payment than those of the other Classes of Notes; (ii) payments in respect of the Class B Notes are generally higher in the Priorities of Payment than those of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; (iii) payments in respect of the Class C Notes are generally higher in the Priorities of Payment than those of the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; (iv) payments in respect of the Class D Notes are generally higher in the Priorities of Payment than those of the Class E Notes, the Class F Notes and the Subordinated Notes; (v) payments in respect of the Class E Notes are generally higher in the Priorities of Payment than those of the Class F Notes and the Subordinated Notes; and (vi) payments in respect of the Class F Notes are generally higher in the Priorities of Payment than those of the Subordinated Notes.

None of the Placement Agent, the Agents or the Trustee undertakes to review the financial condition or affairs of the Issuer or the Servicer during the life of the arrangements contemplated by this Offering Circular or to advise any investor or potential investor in the Notes of any information coming to the attention of the Placement Agent, the Agents or the Trustee which is not included in this Offering Circular, the Monthly Reports or the Payment Date Reports, as the case may be.

In preparing and furnishing the Monthly Reports and the Payment Date Reports, the Issuer will rely conclusively on the accuracy and completeness of the information or data regarding the Collateral Debt Obligations that has been provided to it by the Collateral Administrator (which will rely conclusively, in turn, on the accuracy and completeness of certain information provided to it by the Servicer and third parties) (and reviewed by the Servicer), and the Issuer will not verify, re-compute, reconcile or recalculate any such information or data.

In addition, the information contained in the Monthly Reports and the Payment Date Reports will be dependent in part on interpretations, calculations and/or determinations made by the Collateral Administrator and the Servicer. The accuracy of the Monthly Reports and the Payment Date Reports, and the information included therein, will therefore be subject to the accuracy of the interpretations, calculations and/or determinations of the Collateral Administrator and the Servicer.

1.2. Suitability

Prospective purchasers of the Notes of any Class should ensure that they understand the nature of such Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, regulatory, accounting and financial evaluation of

the merits and risks of investment in such Notes and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

1.3. Limited Resources of Funds to Pay Expenses of the Issuer

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

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

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

1.5. General Economic Conditions may Deteriorate and may Affect the Ability of the Issuer to make Payments on the Notes

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

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

As discussed further in 1.7 "*European Union and Euro Zone Risk*", it is possible that countries that have adopted the Euro could return to a national currency. The effect on a national economy as a result of it leaving the Euro is impossible to predict, but is likely to be negative. The exit of one or more countries from the Euro zone could have a destabilising effect on all European economies and possibly the global economy as well.

In addition, Obligors of Collateral Debt Obligations may be organised in, or otherwise Domiciled in, certain of such countries currently suffering from economic distress, or other countries that may begin to suffer economic distress, and the uncertainty and market instability in any such country may increase the likelihood of default by such Obligor. If any such Obligor becomes insolvent, by virtue of being organised in such a jurisdiction or having a substantial percentage of its revenues or assets in such a jurisdiction, it may be more likely to be subject to bankruptcy or insolvency proceedings in such jurisdiction at the same time as such jurisdiction is itself potentially unstable.

Significant risks for the Issuer and investors exist as a result of the current economic conditions. These risks include, among others, (i) the likelihood that the Issuer will find it more difficult to sell any of its assets or to purchase new assets in the secondary market, (ii) the possibility that, on or after the Issue Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price, and (iii) the illiquidity of the Notes. These additional risks may affect the returns on the Notes to investors and/or the ability of investors to realise their investment in the Notes prior to their Maturity Date, if at all. In addition, the primary market for a number of financial products including leveraged loans has not fully recovered from the effects of the global credit crisis and the ability of private

equity sponsors and leveraged loans arrangers to effectuate new leveraged buy-outs may be partially or significantly limited. As well as reducing opportunities for the Issuer to purchase assets in the primary market, this is likely to increase the refinancing risk in respect of maturing assets. A continuing decreased ability of obligors to obtain refinancing may result in an economic decline causing a deterioration in loan performance generally and defaults of Collateral Debt Obligations. Although there have recently been signs that the primary market for certain financial products is recovering, particularly in the United States of America, the impact of the economic crisis on the primary market may adversely affect the flexibility of the Servicer to invest and, ultimately, reduce the returns on the Notes to investors.

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

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

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

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

There has been an outbreak of a novel coronavirus (SARS-CoV-2) and related respiratory disease (coronavirus disease (COVID-19)) ("**COVID-19**"), that was first detected in December 2019 and which has now been found in over 200 countries globally. This outbreak and measures being put in place to restrict its spread have disrupted (and continue to disrupt) economies and slowed (and continue to slow) economic growth both in countries where the outbreak has been detected and in a number of other countries. This may result, and in some cases (including in respect of the United Kingdom and Member States of the European Union) has resulted, in the downgrade of certain sovereign credit ratings by certain rating agencies. This has (and continues to) materially and adversely impact the global supply chain, market and economies. At this time, the outbreak has not been successfully contained and continues to detrimentally affect societies and economies globally and it remains uncertain as to what its ultimate impact will be in different affected areas, or how disruptive such outbreak and preventive measures (including for example certain financial relief measures for both individuals and corporate entities adopted by governmental bodies and financial institutions) may be to the global and regional economies. This state of affairs is causing (and may continue to cause) significant uncertainty in both domestic and global financial markets, has led to (and may continue to cause) volatility and disruption in the capital

markets and has had (and may continue to have) a material adverse effect on Obligors of Collateral Debt Obligations. In particular, these additional risks and market disruptions have materially and adversely affected (and may continue to materially and adversely affect) the ability of certain Obligors to make payments under Collateral Debt Obligations, the ratings applicable to Collateral Debt Obligations (see also 4.25 "*Ratings on Collateral Debt Obligations*"), and may materially and adversely affect the Issuer's ability to make payments on the Notes, the liquidity and value of the Notes, and the Issuer's ability to sell Collateral Debt Obligations. Rating actions may result in the Initial Ratings of any Class of Rated Notes published by the Rating Agencies being lower than is described in this Offering Circular. If any rating assigned to the Notes is subject to a downgrade, the market value of the Notes may reduce and holders of the Notes may not be able to resell their Notes without a substantial discount (see 3.17 "*Ratings of the Notes Not Assured and Limited in Scope*").

1.6. Illiquidity in the Collateralised Debt Obligation, Leveraged Finance and Fixed Income Markets may Affect the Noteholders

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

1.7. European Union and Euro Zone Risk

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

As a 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 which could have a negative impact on the Collateral.

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

denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes. Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes.

1.8. The UK's Withdrawal from the European Union

With effect from 1 February 2020, the UK withdrew from the EU (as more particularly described below). At this time, the full consequences of such withdrawal are not clear.

In particular, there is uncertainty as to the final trade arrangements to be put in place following the expiry of the Transition Period (as defined below). Investors should be aware that the Issuer's risk profile may be materially affected by this uncertainty which might also have an adverse impact on the Portfolio and the Issuer's business, financial condition, results of operations and prospects and could therefore also be materially detrimental to Noteholders. Any such potential adverse economic conditions may also affect the ability of the obligors to make payment under the Collateral Debt Obligations which in turn may adversely affect the ability of the Issuer to pay interest and repay principal to the Noteholders.

Applicability of EU law in the UK

The negotiated withdrawal agreement between the EU and the UK provides for a transition period, commencing on 1 February 2020 and ending at 11.00 p.m. GMT on 31 December 2020, unless extended by a single decision for up to one or two years (such period, the "**Transition Period**"). On 12 June 2020, the UK formally confirmed that it would not seek such an extension and this was formally accepted by the EU. The negotiated withdrawal agreement states that, unless otherwise provided in the agreement, EU law will be applicable to and in the UK during the Transition Period. Accordingly, during the Transition Period any references in this Offering Circular to the "**EU**" and its "**Member States**" in the context of EU legislation and the application thereof shall be interpreted so as to include the UK (except where expressly indicated otherwise).

During the Transition Period negotiations will continue between the UK and the EU in respect of the nature of their future relationship. It is at present unclear what type of future trading relationship between the UK and the EU will be established. It is possible that a new relationship would preserve the applicability of certain EU rules (or equivalent rules) in the UK. At this time it is not possible to state with any certainty to what extent that might be so or when negotiations of such relationship will be finalised.

Following the end of the Transition Period, EU law will cease to apply in the UK. However, many EU laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Over the years, English law has been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). As a result, depending on the final trade arrangements to be put in place, substantial amendments to English law may occur and may diverge from the corresponding provisions of EU law applicable after the Transition Period. Consequently, English law may change and differ from EU law and it is impossible at this time to predict the consequences on the Portfolio, the Issuer's business, financial condition, results of operations or prospects or any potential investors. Such changes could be materially detrimental to Noteholders. Such changes could result, for example, in a divergence between the content of the Securitisation Regulation on the one hand and a post-Transition Period UK securitisation regime on the other (and in such case, the Servicer would have no obligation to make any modifications to the Transaction Documents in order to ensure compliance with any such securitisation regime).

Regulatory Risk

Under the EU single market directives, mutual access rights to markets and market infrastructure exist across the EEA and the mutual recognition of insolvency, bank recovery and resolution regimes applies. In addition, regulated entities licensed or authorised in one EEA jurisdiction may operate on a cross-border basis in other EEA countries without the need for a separate licence or authorisation. There is uncertainty as to how, following the expiry of the Transition Period, the existing passporting regime will

apply (if at all). Depending on the terms of any future trading relationship between the EEA and the UK, it is likely that, UK regulated entities may, following the expiry of the Transition Period lose the right to passport their services to EEA countries, and EEA entities may lose the right to reciprocal passporting into the UK. Also, UK entities may no longer have access rights to market infrastructure across the EU and the recognition of insolvency, bank recovery and resolution regimes across the EU may no longer be mutual.

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

Market Risk

Following the result of the referendum on the UK's withdrawal from the EU and its subsequent withdrawal, the financial markets have experienced volatility and disruption. This volatility and disruption may continue or increase, and investors should consider the effect thereof on the market for securities such as the Notes and on the ability of Obligors to meet their obligations under the Collateral Debt Obligations.

Investors should be aware that as a result of the UK's withdrawal from the EU, any negotiation between the UK and the EU with respect to their future trading relationship and following the expiry of the Transition Period, changes to legislation may introduce potentially significant new uncertainties and instabilities in the financial markets. These uncertainties and instabilities could have an adverse impact on the business, financial condition, results of operations and prospects of the Issuer, the Obligors, the Portfolio, the Servicer and the other parties to the transaction and could therefore also be materially detrimental to Noteholders.

Exposure to Counterparties

The Issuer will be exposed to a number of counterparties (including in relation to any Assignments, Participations and Hedge Transactions and also each of the Agents) throughout the life of the Notes. Investors should note that following the UK's withdrawal from the EU and the end of the Transition Period and depending on the terms of any future trading relationship between the UK and the EU, such counterparties may be unable to perform their obligations due to changes in regulation, including the loss of, or changes to, existing regulatory rights to do cross-border business in the EU or the costs of such transactions with such counterparties may increase. In addition, counterparties may be adversely affected by rating actions or volatile and illiquid markets (including currency markets and bank funding markets) arising from the withdrawal of the UK from the EU, therefore increasing the risk that such counterparties may become unable to fulfil their obligations. Such inability could adversely impact the Issuer and could be materially detrimental to Noteholders. For further information on counterparties, see 4.16 "*Counterparty Risk*".

Ratings actions

Since the result of the referendum on the withdrawal of the UK from the EU each of S&P, Fitch and Moody's have downgraded the UK's sovereign credit rating and Moody's have also placed such rating on negative outlook, suggesting possible further negative rating action. Following the outbreak of COVID-19, Fitch have further downgraded the UK's sovereign credit rating and placed such rating on negative outlook, suggesting possible further negative rating action.

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

While the extent and impact of these issues are unknown, investors should be aware that they could have an adverse impact on the Issuer, its service providers, the payment of interest and repayment of principal on the Notes and therefore, the Noteholders. For further information, see 4.16 "*Counterparty Risk*".

1.9. Third Party Litigation; Limited Funds Available

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

2. REGULATORY INITIATIVES AND TAXATION MEASURES

In Europe, the U.S. and elsewhere there has been, and there continues to be, increased political and regulatory scrutiny of banks, financial institutions, "shadow banking entities" and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold or trade asset-backed securities, and may thereby affect the liquidity of such securities.

This uncertainty is further compounded by the numerous regulatory efforts underway in Europe, the U.S. and globally. Certain of these efforts overlap. In addition, even where these regulatory efforts overlap, they generally have not been undertaken on a coordinated basis creating the potential for conflict across jurisdictions. Investors should be aware that risks posed by such regulatory overlap and divergence are material and that the Issuer and, consequently, an investment in the Notes, could be materially and adversely affected thereby.

None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Trustee or any of their respective Affiliates makes any representation as to the proper characterisation of the Notes for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to invest in the Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. All investors whose investment activities are subject to: investment laws, rules and regulations (including risk retention laws, rules and regulations that apply currently to the investor, or which may do so in the future); regulatory capital requirements; or to review by regulatory authorities (including risk retention rules whether currently applicable to the investor or in respect of the introduction or proposal of future risk retention rules) should consult with their own legal, accounting and other advisors in determining whether, and to what extent, the Notes are subject to any such investment or other restrictions and to unfavourable accounting treatment, capital charges or reserve requirements. None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Trustee or any of their affiliates makes any representation, warranty, or guarantee that the structure of the Notes is compliant with any applicable legal, regulatory, or other framework (nor regarding the manner in which such a framework applies to any investor's investment in the Notes).

2.1. Basel III and Basel IV

The Basel Committee on Banking Supervision ("**BCBS**") has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as "**Basel III**") and has proposed certain revisions to the securitisation framework. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a

leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**")). BCBS member countries agreed to implement the initial phase of the Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements (for example, the LCR requirements referred to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements referred to implementation from January 2018). As implementation of any changes to the Basel framework (including those made via Basel III) requires legislation in each jurisdiction, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (for example, as LCR eligible assets or not), may be subject to some level of variation between jurisdictions. It should also be noted that changes to regulatory capital requirements have been introduced for insurance and reinsurance undertakings through jurisdiction specific initiatives, such as the Solvency II framework in the European Union.

In December 2017, the BCBS announced a set of amendments to the Basel III package, described by some commentators as "**Basel IV**". These reforms introduce significant limitations on the ability of banks to reduce their capital requirements through their calculation of risk weighted assets ("**RWAs**") using the Internal Ratings Based approach (the "**IRB Approach**"). The reforms include revisions to the IRB Approach for credit risk, revised minimum capital requirements for market risk, revisions to the credit value adjustment risk framework, amendments to the leverage ratio exposure measure and the introduction of a leverage ratio buffer for global systemically important banks ("**G-SIBs**"), which will take the form of a Tier 1 capital buffer set at 50% of a G-SIB's risk-weighted capital buffer. The reforms also introduce an aggregate output floor, which will ensure that banks' RWAs generated by internal models used in the IRB approach are no lower than 72.5% of RWAs as calculated by the Basel III framework's standardised approaches. The Basel IV reforms will have to be implemented by January 2022, with the exception of the new output floor requirement, which will be phased in between 1 January 2022 and the end of 2026, becoming fully effective on 1 January 2027. No timeline has been established for adopting these changes by the U.S. banking regulatory agencies.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market. None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Trustee or any of their affiliates makes any representation or warranty to any such prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

2.2. Risk Retention and Due Diligence Requirements

Securitisation Regulation

A regulation (Regulation (EU) 2017/2401) to amend the CRR (as defined below) (the "**CRR Amendment Regulation**") and a regulation (Regulation (EU) 2017/2402) aiming to create a general European framework for securitisation and a specific framework for "simple, transparent and standardised" securitisation (the "**Securitisation Regulation**") were published in the Official Journal of the European Union on 28 December 2017 and entered into force on the twentieth day thereafter. The Securitisation Regulation applies to securitisations the securities of which are issued on or after 1 January 2019. The CRR Amendment Regulation applied from 1 January 2019 (subject to certain transitional provisions regarding securitisations the securities of which were issued before 1 January 2019).

There are uncertainties regarding the scope of the obligations in the Securitisation Regulation and the obligations in the technical standards that will be adopted pursuant thereto which will provide details of the requirements under the Securitisation Regulation, as further described below. Most of the relevant technical standards have not yet been adopted.

Investors should be aware, and in some cases are required to be aware, of the various requirements in the EU (the "**EU Securitisation Requirements**") set out in the Securitisation Regulation, any supplementary

regulatory technical standards, implementing technical standards and any official guidance adopted in relation thereto by the European supervisory authorities (and any corresponding implementing rules of their regulator), in addition to any other regulatory requirements that are (or may become) applicable to them and/or with respect to their investment in the Notes. Each investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator before committing to acquire any Notes to determine whether, and to what extent, the information set out in this Offering Circular and in any investor report provided in relation to the transaction is sufficient for the purpose of satisfying such requirements. Notwithstanding that the UK is no longer a member of the EU, the EU Securitisation Requirements continue to apply in and to the UK as if it were still a member of the EU, pursuant to the withdrawal agreement between the EU and the UK, for the duration of the Transition Period provided for by such agreement (i.e. until 31 December 2020).

None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Trustee or any of their affiliates or any other person makes any representation, warranty or guarantee that the information set out in this Offering Circular is sufficient for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are compliant with the EU Securitisation Requirements or any other applicable legal regulatory or other requirements. No such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions contemplated hereby to comply with or otherwise satisfy such requirements.

Due-diligence Requirements for Institutional Investors

The EU Securitisation Requirements contain due diligence requirements that apply to certain types of "institutional investor" as defined in the Securitisation Regulation ("**Institutional Investors**"). Such Institutional Investors include institutions for occupational retirement provision (subject to some exceptions), credit institutions, alternative investment fund managers that manage and/or market alternative investment funds in the EU and investment firms as defined in Regulation (EU) No 575/2013 (the "**Capital Requirements Regulations**" or the "**CRR**"), insurance and reinsurance undertakings, and management companies of UCITS funds or internally managed UCITS.

These requirements restrict such Institutional Investors from investing in securitisations unless such investors have verified (among other things) that: (i) the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five per cent. in the securitisation, determined in accordance with Article 6 of the Securitisation Regulation and the risk retention is disclosed to the Institutional Investor; (ii) the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available the information required by Article 7 of the Securitisation Regulation (as to which see *"EU Transparency Requirements"*) in accordance with the frequency and modalities provided for in that Article; and (iii) where the originator or original lender is not established in the EU, the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness.

Pursuant to Article 14 of the CRR consolidated subsidiaries of credit institutions and investment firms subject to the CRR may also be subject to these requirements.

Failure to comply with one or more of the requirements may result in various penalties including, in the case of those Institutional Investors subject to regulatory capital requirements, the imposition of a punitive capital charge in respect of the Notes acquired by the relevant investor.

Jurisdictional Scope of the Securitisation Regulation Obligations

The Securitisation Regulation is silent as to the jurisdictional scope of the direct risk retention obligation and the EU Transparency Requirements and whether, for example, these obligations apply to U.S. established entities such as Palmer Square Europe Capital Management LLC.

As regards the jurisdictional scope of the direct risk retention obligation, the Explanatory Memorandum to the original European Commission proposal for a Securitisation Regulation implied that the direct obligation would not apply where none of the originator, sponsor or original lender is established in the

EU. The European Banking Authority (the "**EBA**") confirmed this interpretation (in its "Feedback on the public consultation" section of its Final Draft Regulatory Technical Standards published on 31 July 2018) where it said: "The EBA agrees however that a "direct" obligation should apply only to originators, sponsors and original lenders established in the EU as suggested by the Commission in the explanatory memorandum." This EBA interpretation is, however, non-binding and not legally enforceable.

Risk Retention Obligation

The Securitisation Regulation imposes a direct obligation on the originator, sponsor or original lender of a securitisation to retain on an ongoing basis a material net economic interest in the securitisation of not less than five per cent. However, as discussed above, it is uncertain whether these obligations apply to U.S. established entities such as Palmer Square Europe Capital Management LLC. If the direct obligation were to apply to the Retention Holder, failure by the Retention Holder to comply with the Securitisation Regulation's direct retention requirements may result in administrative and/or criminal penalties being imposed on the Retention Holder including, in the case of a legal person, pecuniary sanctions of at least EUR 5,000,000 (or its equivalent) or of up to 10 per cent. of total annual net turnover (the "**Pecuniary Sanctions**").

Any such Pecuniary Sanction levied on the Retention Holder might materially adversely affect the ability of the Retention Holder to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

With respect to the commitment of the Retention Holder to retain a material net economic interest in the securitisation, please see section of this Offering Circular titled *"The Retention Holder and EU Retention Requirements"*.

EU Transparency Requirements

The originator, sponsor and SSPE (i.e. the Issuer) of a securitisation are required to designate one of them (the "**reporting entity**") to fulfil the Securitisation Regulation's reporting requirements in Article 7. The reporting entity must make certain prescribed information available to holders of a securitisation position, to the relevant competent authorities ("**Competent Authorities**") and, upon request, to potential investors.

Under Article 7 of the Securitisation Regulation, certain Transaction Documents and any transaction summary required pursuant to Article 7(1)(c) are required to be made available before pricing. It is not possible to make final documentation available before pricing and so the Collateral Administrator (acting on behalf of the Issuer), has made draft documentation available in substantially final form by way of a website (see section of this Offering Circular titled "*General Information – Documents Available*"). Such Transaction Documents in final form will be available on and after the Issue Date.

Article 7 of the Securitisation Regulation also includes ongoing reporting obligations which include quarterly portfolio level disclosure ("**Loan Reports**"); quarterly investor reports ("**Investor Reports**"); any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (Regulation (EU) No 596/2014) ("**Inside Information**"); and, where applicable, information on "significant events" ("**Significant Events**").

The Loan Reports and the Investor Reports are to be made available simultaneously on a quarterly basis and at the latest one month after each Payment Date. With respect to any period where no Payment Date occurs quarterly, the Loan Reports and Investor Reports are required to be made available simultaneously not more than three months after the most recent publication of the Loan Reports and Investor Reports, or within three months of the Issue Date. Disclosures relating to any Inside Information and Significant Events are required to be made available without delay.

The final technical standards under the EU Transparency Requirements containing disclosure templates that are required to be completed with respect to the Loan Reports, Investor Reports and, in relation to public transactions only, Inside Information and Significant Events (the "**Transparency RTS**") were published in the Official Journal of the European Union on 3 September 2020 and came into effect 20 days thereafter. There remains significant uncertainty as to the jurisdictional scope of the reporting requirements contained in the Transparency RTS.

EU Transparency Requirements – Servicer and Issuer arrangements

In relation to the EU Transparency Requirements, the Issuer will be designated as the reporting entity. The Servicer, the Collateral Administrator and other third parties will provide certain assistance to the Issuer with respect to the EU Transparency Requirements.

Although the Issuer has undertaken to act as the reporting entity, it should be noted that the Securitisation Regulation's reporting obligations might in the future be interpreted by the regulators as applicable to the Servicer if the jurisdictional scope of the Securitisation Regulation were to be clarified to extend to entities such as Palmer Square Europe Capital Management LLC. If the reporting obligations were to apply directly to the Servicer, any failure by the Servicer to comply with the Securitisation Regulation's reporting requirements might result in administrative and/or criminal penalties being imposed on the Servicer including, in the case of a legal person, Pecuniary Sanctions. Any failure by the Issuer, as the reporting entity, or by the Collateral Administrator (on behalf of the reporting entity), to fulfil the EU Transparency Requirements applicable to them or covenants relating thereto may cause the transaction to be non-compliant with the Securitisation Regulation.

The Servicer may be liable to the Issuer and may be required to indemnify the Issuer for Servicer Breaches in accordance with the Servicing Agreement. Investors should note that in respect of such liability, the Servicer is only liable in instances where it has acted in a manner constituting bad faith, willful misconduct, gross negligence (with such term given its meaning under New York law) or reckless disregard, whereas the administrative sanctions under the Securitisation Regulation described above may be applied to the Issuer on the basis of ordinary negligence. Accordingly, should the Issuer be subject to any administrative sanctions due to the Servicer's negligence, the Issuer may be unable to have recourse to the Servicer. In addition, the Servicer may be entitled to indemnification from the Issuer in respect of any Pecuniary Sanctions levied on the Servicer, provided that such Pecuniary Sanctions are not caused by the Servicer acting in a manner constituting bad faith, willful misconduct, gross negligence (with such term given its meaning under New York law) or reckless disregard. As such, it is possible that the Servicer could cause a Pecuniary Sanction by virtue of its own ordinary negligence, and still be able to have recourse to the Issuer under the Issuer's indemnity to the Servicer.

If a Competent Authority determines that the transaction did not comply or is no longer in compliance with the EU Transparency Requirements, then: (i) investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes; and (ii) the Issuer (and/or the Servicer, as originator, if the jurisdictional scope of the Securitisation Regulation were to be clarified to extend to entities such as Palmer Square Europe Capital Management LLC) may be subject to the Pecuniary Sanctions as described above. Any such Pecuniary Sanctions levied on the Issuer may materially adversely affect the Issuer's ability to perform its obligations under the Notes and any such Pecuniary Sanctions levied on the Servicer as the originator may materially adversely affect its ability to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

Uncertainties in the Scope of the EU Securitisation Requirements

Aspects of the detail and effect of the EU Securitisation Requirements and what is, or will be, required to demonstrate compliance to Competent Authorities remain unclear. The EU authorities have published only limited binding guidance relating to the satisfaction of the EU Securitisation Requirements by an institution, similar to the Retention Holder. Furthermore, any relevant regulator's views with regard to the EU Securitisation Requirements may not be based exclusively on technical standards, guidance or other information known at this time.

Any changes in the law or regulation, the interpretation or application of any law or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market.

No assurance can be given that the EU Securitisation Requirements, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes. The Retention Holder does not have an

obligation to change the quantum or nature of its holding of the Retention Notes due to any future changes in the EU Securitisation Requirements or in the interpretation thereof. Any costs incurred by the Issuer and/or the Servicer in connection with satisfying the requirements of the Securitisation Regulation shall be paid by the Issuer as Administrative Expenses.

Relevant investors are required to independently assess and determine the sufficiency of the information described herein for the purposes of complying with any relevant requirements. None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Trustee or any of their affiliates or any other Person makes any representation, warranty or guarantee that any information described herein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are compliant with the EU Securitisation Requirements or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements.

The Future UK Securitisation Regime

It is currently proposed that, with effect from the end of the Transition Period, (i) the Securitisation Regulation will cease to be applicable in the UK, and (ii) certain UK legislation (the "**UK Securitisation Regime**") will take effect. The UK Securitisation Regime as currently drafted, in broad terms (and amongst other things), would impose upon relevant UK-established or UK-regulated persons certain restrictions and obligations that would be similar in nature to those imposed by the Securitisation Regulation as at the end of the Transition Period. However, such restrictions and obligations would in certain respects be different, and such differences might, in certain cases, be material for investors, originators and other parties. In addition, the UK Securitisation Regime in its current form does not include any general transitional (or "grandfathering") provision, by which a person who is in compliance with the Securitisation Regulation in respect of any securitisation immediately before the end of the Transition Period would be deemed to be in compliance with the UK Securitisation Regime in respect of such securitisation with effect from the end of the Transition Period. It remains possible that legislation providing for the UK Securitisation Regime may not be brought into force, and/or that it may be amended before or after it takes effect. There remains uncertainty as to whether key interpretative guidance issued by EU regulatory authorities will also be replicated in the UK Securitisation Regime by UK regulators.

If, at any time, any Noteholder requires any action to be taken for purposes of its compliance with the UK Securitisation Regime, no party to the transaction described in this Offering Circular shall be obliged to take any such action, except to the extent that it is otherwise obliged to do so, as described in this Offering Circular or as provided by the Risk Retention Letter. No such party gives any assurance as to any person's ability to comply, at any time, with any requirement of the UK Securitisation Regime, or shall have any liability to any person in respect of any non-compliance, or inability to comply, with any requirement of the UK Securitisation Regime. Prospective investors are responsible for analysing their own legal and regulatory position and are encouraged, where relevant, to consult with their own advisors regarding the UK Securitisation Regime, and any changes that may be made thereto.

U.S. Risk Retention Rules

On 21 October 2014, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**") were issued. Except with respect to asset-backed securities transactions that satisfy certain exemptions, the U.S. Risk Retention Rules generally require a "sponsor" of asset-backed securities or its "majority-owned affiliate" (as defined in the U.S. Risk Retention Rules) to retain not less than 5 per cent. of the credit risk of the assets collateralizing asset-backed securities (the "**Minimum Risk Retention Requirement**"). On 9 February 2018, a three-judge panel (the "**Panel**") of the United States Court of Appeals for the District of Columbia Circuit ruled in favor of the Loan Syndications and Trading Association in its lawsuit against the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System and held that servicers of "open market CLOs" (described in the LSTA Decision as CLOs where assets are acquired from "arms-length negotiations and trading on an open market") are not "securitizers" or "sponsors" under Section 941 of the Dodd-Frank Act and, therefore, are not subject to risk retention and do not have to comply with the U.S. Risk Retention Rules (the "**LSTA Decision**"). The Panel's opinion in the LSTA Decision became effective on 5 April 2018, when the district court entered its order following the issuance of the appellate mandate on 3 April 2018 (the "**Mandate**") in respect thereof.

As a result the Servicer has informed the Issuer that it does not expect to be required to retain the Minimum Risk Retention Requirement pursuant to the U.S. Risk Retention Rules; provided, however, that the Servicer in its capacity as Retention Holder will retain the Retention Notes on the Issue Date, with the intention of complying with the EU Securitisation Requirements. Accordingly investors will not be entitled to the protections previously afforded by the U.S. Risk Retention Rules that required CLO servicers to have "skin in the game" and to comply with certain disclosure obligations specified in the U.S. Risk Retention Rules.

No assurance can be made whether or not any governmental authority will continue to take further legislative or regulatory action in response to past or future economic crises, or otherwise, including by adopting new credit risk retention rules for the type of transaction contemplated herein (a "**New Risk Retention Rule**" and together with the U.S. Risk Retention Rules, "**U.S. Retention Regulations**"), and the effect (and extent) of such actions, if any, cannot be known or predicted.

If any determination is made that this transaction is subject to the U.S. Risk Retention Rules, the Servicer may fail to comply (or not be able to comply) with the U.S. Risk Retention Rules, which may have a material adverse effect on the Servicer, the Issuer and/or the market value and/or liquidity of the Notes.

If the U.S. Retention Regulations become applicable to this transaction in the future, the Issuer's ability to effect any additional issuance of Notes, any Refinancing or any material amendment may be impaired or limited due to the consent rights of the Servicer with respect to each such action. In granting or withholding its consent to any such action to the extent it is required under the Trust Deed with respect thereto, it should be expected that the Servicer will act in its own self-interest (and will not take into account the interests of any other Person, including the Issuers and/or any holders of Notes).

Recent developments concerning the treatment of CLOs for certain Japanese investors

On 15 March 2019, the Japanese Financial Services Agency (the "**JFSA**") published a rule (the "**JFSA Securitisation Regulation**") concerning the regulatory capital treatment of securitisation transactions for Japanese banks, bank holding companies, certain Japanese credit unions and cooperatives and certain other Japanese financial institutions and their respective affiliates (such investors, "**Affected Japanese Investors**"). The JFSA Securitisation Regulation subjects Affected Japanese Investors to punitive capital charges and/or other regulatory penalties for securitisation exposures they purchase after 31 March 2019 unless the applicable investor (i) has conducted satisfactory due diligence on the assets underlying such securitisation, including the establishment and utilisation of a due diligence system for evaluating securitised products and (ii) has determined that either (a) the underlying assets of the applicable securitisation transaction were "not inadequately or inappropriately formed" or (b) the relevant "originator" (as defined in the JFSA Securitisation Regulation), or another party "deeply involved in the organisation of the securitised product," retains at least 5% of the securitised exposures. At this time there are several unresolved questions relating to the JFSA Securitisation Regulation (for which no official English translation is yet available) and little guidance on many aspects of the rule including, among others, (i) what is meant by assets "not inadequately or inappropriately formed" and what materials an Affected Japanese Investor may be required to review to make such a determination, (ii) the eligibility requirements for a retention holder for purposes of the rule and (iii) on what basis to calculate the 5% retention requirement (i.e. how to determine the amount of "securitised exposures").

The JFSA Securitisation Regulation is expected to apply to Affected Japanese Investors investing in the Notes and potentially to any securities issued in connection with a Refinancing or additional issuance of Notes purchased by Affected Japanese Investors.

The JFSA Securitisation Regulation may lead to decreased participation of Affected Japanese Investors in the market for CLO securities, which may adversely affect (i) the liquidity of the Notes in the secondary market, (ii) the leveraged loan and CLO markets generally and (iii) the ability of the Issuer to effect a Refinancing and/or additional issuance of Notes.

Notwithstanding the fact that the Retention Holder is purchasing on the Issue Date and retaining the Subordinated Notes with the intention of satisfying the Risk Retention and Due Diligence Requirements, no party including, without limitation, the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Trustee or any of their respective affiliates makes any representation, warranty or guaranty

that such retention would enable any Affected Japanese Investor to comply with the JFSA Securitisation Regulation.

Furthermore, no party including, without limitation, the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Trustee or any of their respective affiliates, makes any representation, warranty or guaranty that the Collateral Debt Obligations were not, or will not be, "inadequately or inappropriately formed," that the information made available with respect to the Collateral Debt Obligations is sufficient to make such a determination or that this transaction otherwise satisfies the JFSA Securitisation Regulation.

It is the responsibility of each Affected Japanese Investor to conduct adequate due diligence to confirm and verify that the requirements of the JFSA Securitisation Regulation have been satisfied and none of the Issuer, the Placement Agent, the Servicer, the Retention Holder or the Trustee assumes any responsibility or liability for the failure of any Affected Japanese Investor to conduct the due diligence that is necessary to satisfy the JFSA Securitisation Regulation.

2.3. Restrictions on the Discretion of the Servicer in order to comply with Risk Retention

The aim behind the relevant retention requirements described in 2.2 "*Risk Retention and Due Diligence Requirements – Due-diligence Requirements for Institutional Investors"* and "*Risk Retention and Due Diligence Requirements – Risk Retention Obligation"* is that Institutional Investors should only invest in securitisations where the originator, sponsor or original lender for the securitisation has explicitly disclosed that it will retain on an ongoing basis, a net economic interest of not less than five per cent. in the securitisation. The five per cent. net economic interest is measured as the nominal value of the securitised exposures, calculated based on the Aggregate Collateral Balance. The Retention Holder has agreed to retain such an interest in the transaction by holding Subordinated Notes having a Principal Amount Outstanding being, at any time, an amount equal to no less than 5 per cent. of the Aggregate Collateral Balance.

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

Also, the Issuer may not issue further Notes without the Retention Holder (a) consenting to such issuance and (b) subscribing for sufficient Subordinated Notes such that its holding of such Notes equals at least 5 per cent. of the Aggregate Collateral Balance.

2.4. European Market Infrastructure Regulation (EMIR)

The European Market Infrastructure Regulation EU 648/2012 as amended from time to time ("**EMIR**") and its various delegated regulations and technical standards impose a range of obligations on parties to "over-the-counter" ("**OTC**") derivative contracts according to whether they are "financial counterparties" ("**FCs**") (such as certain investment firms, alternative investment funds (in respect of which, see 2.6 "*Alternative Investment Fund Managers Directive*"), credit institutions and insurance companies), "non-financial counterparties" ("**NFCs**") or third country entities equivalent to FCs or NFCs.

Types of entities and obligations

EMIR sets out thresholds for entities to assist with the categorisation thereof: (i) in the case of NFCs, the aggregate month-end average position for the previous 12 months of all OTC derivative contracts entered into by the NFC and other non-financial entities within its "group" (as defined in EMIR), excluding eligible hedging transactions, does not exceed certain thresholds (set per asset class of OTC derivatives), however, once the threshold for one asset class is exceeded, the NFC will be categorised as an NFC+ and (ii), in the case of FCs, the same thresholds apply, but FCs: (A) cannot exclude their hedging transactions from the threshold calculations, and (B) once the threshold for one asset class is exceeded, the FC must clear all OTC derivatives via an authorised or recognised central counterparty. FCs and NFCs, in each case, which are above the "clearing threshold" ("FC+s" and "NFC+s" respectively) are subject to an obligation to clear through an authorised or recognised central counterparty (the "**clearing obligation**")

all "eligible" OTC derivative contracts entered into with other counterparties (NFC+s need only clear those asset classes in respect of which the clearing threshold is exceeded). All counterparties must report the details of all derivative contracts to a trade repository (the "**reporting obligation**") (provided that from 18 June 2020, FCs have been responsible under EMIR for reporting in connection with OTC derivative contracts on behalf of both themselves and their NFC counterparties that are not subject to the clearing obligation, and accordingly, each Hedge Counterparty will be required to report details of any relevant Hedge Transactions for both itself and the Issuer) and undertake certain risk-mitigation techniques in respect of OTC derivative contracts which are not cleared by a central counterparty such as timely confirmation of terms, portfolio reconciliation and compression and the implementation of dispute resolution procedures (the "**risk mitigation obligations**"). Non-cleared OTC derivatives entered into by FCs and NFC+s must also be marked-to-market on a daily basis and collateral may be required to be exchanged (the "**margin requirement**") to the extent that the FC or NFC+ enters into OTC derivatives transactions with other counterparties subject to the margin requirement.

NFCs which are below such "clearing threshold" (each, an "**NFC-**") and small financial counterparties (as described under EMIR) are not subject to the clearing obligation. An NFC- is also exempted from certain additional risk mitigation obligations, such as the posting of collateral.

Margin requirement

The margin requirement applies to non- cleared OTC derivatives. The margin requirement applies to FCs and NFC+s which transact with other FCs, NFC+s and third country equivalents (subject to exemptions) and, depending on the counterparty, will require collection and posting of variation margin and, for the largest counterparties/groups, initial margin. Variation margin requirements already apply and initial margin requirements are taking effect through a staged implementation period.

Under EMIR, NFCs may choose to calculate their aggregate month-end average positions for the previous 12 months. However, if an entity (such as the Issuer) is classified as NFC-, it is important that the calculation is made to avoid any concern or questions arising relating to the correct classification of the entity as an NFC-.

The Issuer expects to be an NFC-. However, if the Issuer is considered to be a member of a "group" (as defined in EMIR) (which may, for example, potentially be the case if the Issuer is consolidated by a Noteholder as a result of such Noteholder's holding of a significant proportion of the Subordinated Notes) and/or if the aggregate month-end average position of OTC derivative contracts entered into by the Issuer and any non-financial entities within such group exceeds the applicable thresholds (excluding eligible hedging transactions), the Issuer would be subject to the clearing obligation, or if the relevant contract is not a type required to be cleared, to the risk mitigation obligations, including the margin requirement. See 2.6 "*Alternative Investment Fund Managers Directive*" in respect of the potential classification of the Issuer as an AIF.

Prospective investors should be aware that if the Issuer becomes subject to the clearing obligation or to the margin requirement, it is unlikely that it would be able to comply with such requirements, which would adversely affect the Issuer's ability to enter into or materially amend Hedge Transactions (and may also lead to termination of existing Hedge Transactions and/or Hedge Agreements) and/or may significantly increase the cost of entering into derivative contracts (to the extent that the Issuer is reclassified as a FC or NFC+ and becomes subject to marking to market and collateral posting requirements in respect of non-cleared OTC derivatives such as the Currency Hedge Transactions and the Interest Rate Hedge Transactions). These changes may adversely affect the Issuer's ability to enter into Hedge Transactions and therefore the Issuer's ability to acquire Non-Euro Obligations and manage interest rate risk. As a result of such increased costs and/or additional regulatory requirements, investors may receive significantly less or no interest or return, as the case may be, as the Servicer may not be able to execute its investment strategy as anticipated. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR in making any investment decision in respect of the Notes.

The Hedge Agreements may also contain early termination events which are based on the application of EMIR and which may allow the relevant Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of an adverse EMIR related event. The termination of a Hedge Transaction in these

circumstances may result in a termination payment being payable by the Issuer. See section of this Offering Circular titled "*Hedging Arrangements*".

The Conditions permit the Issuer to amend, modify and/or supplement any Transaction Document and oblige the Trustee, without the consent of any of the Noteholders, to consent to the making of such amendment, modification or supplement to the Transaction Documents which the Issuer certifies are required to comply with the requirements of EMIR (including the EMIR Refit Regulation) which may become applicable in the future.

EMIR Refit Regulation

Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 (the "**EMIR Refit Regulation**") was published in the Official Journal on 28 May 2019 and entered into effect on 17 June 2019. The EMIR Refit Regulation has amended EMIR with respect to the definition of financial counterparties ("**FCs**"), the clearing obligation, the suspension of the clearing obligation, the reporting requirements, the risk-mitigation techniques for OTC derivatives contracts not cleared by a central counterparty, the registration and supervision of trade repositories and the requirements for trade repositories. The EMIR Refit Regulation has also introduced a new concept of a "small financial counterparty" ("**SFC**") whereby SFCs shall be exempted from the clearing obligation but are subject to risk mitigation obligations (including collateral exchange). A SFC is a FC whose derivative positions are below the clearing thresholds and therefore will be exempted from the clearing obligation. The EMIR Refit Regulation also includes a material change in the way clearing thresholds are calculated for both FCs and NFCs. Instead of using the 30-day rolling average calculation, the aggregate month-end notional average amount for each of the previous 12 months must be used. In the event that the relevant clearing threshold has been exceeded, the counterparty must begin clearing for: (a) that class of derivatives, if it is an NFC; or (b) all clearing classes of derivatives, if it is an FC. For such purposes, FCs will be required to include all of their OTC derivative contracts or all OTC derivative contracts entered into by other entities within the group, within such calculation.

2.5. Alternative Investment Fund Managers Directive ("AIFMD")

AIFMD introduced authorisation and regulatory requirements for managers of alternative investment funds ("**AIFs**"). If the Issuer were to be considered to be an AIF within the meaning in AIFMD, it would need to be managed by a manager authorised under AIFMD (an "**AIFM**"). The Servicer is not authorised under AIFMD but is currently authorised under MiFID II. As the Servicer is not permitted to be authorised under both AIFMD and under MiFID II, it will not be able to apply for an authorisation under AIFMD unless it gives up its authorisation under MiFID II]. If considered to be an AIF managed by an AIFM, the Issuer would also be classified as a FC under EMIR and may be required to comply with the EMIR clearing obligation and/or risk mitigation techniques for uncleared OTC derivatives contracts (including obligations to exchange margin) with respect to Hedge Transactions (under the EMIR Refit Regulation all AIFs will be FCs whether or not managed by an authorised AIFM). See 2.5 "*European Market Infrastructure Regulation (EMIR)*".

There is an exemption from the definition of AIF in AIFMD for "SSPEs" (the "**SSPE Exemption**"). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, as regards the position in Ireland, the Central Bank has confirmed that pending such further clarification from ESMA, "registered financial vehicle corporations" within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank (which has now been recast pursuant to Regulation (EU) No 1075/2013 of the European Central Bank), such as the Issuer, do not need to seek authorisation as an AIF or appoint an AIFM unless the Central Bank issues further guidance advising them to do so.

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

The Conditions of the Notes allow the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur with the Issuer in the making of modifications to the Transaction Documents

and/or the Conditions of the Notes to comply with the requirements of AIFMD which may become applicable at a future date.

If the Issuer were to be considered an AIF and an AIFM were to be appointed to manage the Issuer's assets, such AIFM would need to comply with a number of requirements under AIFMD, including the appointment of a custodian in respect of the Issuer's assets and compliance with certain reporting and disclosure obligations. Compliance with AIFMD by any such AIFM appointed by the Issuer will involve significant additional costs which may affect the return Noteholders receive from their investment.

2.6. U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on 21 July 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. Implementation of the Dodd-Frank Act has required, and will continue to require, many lengthy rulemaking processes resulting in the adoption of a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. persons outside the U.S. The Dodd-Frank Act affects many aspects, in the U.S. and internationally, of the business of the Servicer, including securitisation, proprietary trading, investing, creation and management of investment funds, OTC derivatives and other activities. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some implementing regulations currently exist only in draft form and are subject to comment and revision, and still other implementing regulations have not yet been proposed. It is therefore difficult to predict whether and to what extent the Issuer and the businesses of the Servicer and its subsidiaries and affiliates, will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect.

The Securities and Exchange Commission (the "**SEC**") proposed changes to Regulation AB (as defined under the Securities Act) 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 require the publication of a new offering circular in connection with the issuance and sale of any additional notes issued pursuant to Condition 17 (*Additional Issuances*) or any Refinancing. While on 27 August 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals. However, the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future. If such amendments are made to Regulation AB in the future, they may place additional requirements and expenses on the Issuer in the event of the issuance and sale of any additional notes, which expenses may reduce the amounts available for distribution to the Noteholders.

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

2.7. CFTC Regulations

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

Furthermore, regulations requiring the posting of initial and variation margin on uncleared swaps entered into by entities such as the Issuer entered into effect in the United States on 1 March 2017 for all registered swap dealers with respect to variation margin (subject to limited relief) and are being phased in for registered swap dealers between 1 September 2016 and 1 September 2021 with respect to initial margin. Hedge Transactions may be subject to such requirements, depending on the identity of the Hedge Counterparty. While transactions existing prior to the relevant implementation date are not subject to the applicable initial and variation margin requirements, new Hedge Transactions, depending on the identity of the Hedge Counterparty, may be subject to the initial and variation margin requirements, as might existing Hedge Transactions that undergo a material amendment, based on guidance provided and positions taken by United States regulators in other contexts. The Trust Deed does not permit the Issuer to post initial or variation margin. Accordingly, the application of United States regulations to a Hedge Transaction or a proposed Hedge Transaction could have a material adverse effect on the Issuer's ability to hedge its interest or currency rate exposure, or on the cost of such hedging.

2.8. Commodity Pool Regulation

The Issuer's ability to enter into Hedge Transactions may cause the Issuer to be a "commodity pool" as defined in the United States Commodity Exchange Act, as amended ("**CEA**") and, the Servicer to be a "commodity pool operator" ("**CPO**") and/or a "commodity trading advisor" (a "**CTA**"), each as defined in the CEA in respect of the Issuer. The CEA, as amended by the Dodd-Frank Act, defines a "commodity pool" to include certain investment vehicles operated for the purpose of trading in "commodity interests" which includes swaps. CPOs and CTAs are subject to regulation by the CFTC and must register with the CFTC unless an exemption from registration is available. Based on applicable CFTC interpretive guidance, the Issuer is not expected to fall within the definition of a "commodity pool" under the CEA and, as such, the Issuer (or the Servicer on the Issuer's behalf) may enter into Hedge Agreements (or any other agreement that would fall within the definition of "swap" as set out in the CEA) following receipt by the Servicer of legal advice from reputable legal counsel to the effect that none of the Issuer, its directors or officers, the Servicer or any of its or their affiliates or any other person would be required to register as a CPO and/or a CTA with the CFTC with respect to the Issuer, provided they satisfy the Hedging Eligibility Criteria or the Servicer seeks legal advice from reputable counsel to the effect that none of the Issuer, its directors or officers, the Servicer or any of its or their affiliates or any other person would be required to register as a CPO and/or a CTA with the CFTC with respect to the Issuer.

If trading or entering into one or more Hedge Agreements would result in the Issuer's activities falling within the definition of a "commodity pool", the Servicer may cause the Issuer to be operated in compliance with the exemption set forth in CFTC Rule 4.13(a)(3) for CPOs to pools whose interests are sold to qualifying investors pursuant to an exemption from registration under the Securities Act, and that limit transactions in commodity interests to the trading thresholds set forth in the Rule. Specifically, under CFTC Rule 4.13(a)(3), the Issuer would be required to limit transactions in commodity interests so that either (i) no more than 5% of the liquidation value of the Issuer's assets is used as margin, premiums and required minimum security deposits to establish such positions, or (ii) the aggregate net notional value of the Issuer's positions in commodity interests does not exceed 100 per cent. of the Issuer's liquidation value. If the Servicer elects to file for a registration exemption under CFTC Rule 4.13(a)(3), then unlike a CFTC-registered CPO, the Servicer would not be required to deliver a CFTC-mandated disclosure document or a certified annual report to investors, or otherwise comply with the requirements applicable to CFTC-registered CPOs and CTAs. Utilising any such exemption from registration may impose additional costs on the Servicer and the Issuer and may significantly limit the Servicer's ability to engage in hedging activities on behalf of the Issuer.

Notwithstanding the above, if the CFTC guidance referred to above changes or the Issuer engages in one or more activities that might cause it to fall within the definition of a "commodity pool" under the CEA and no exemption from registration is available, registration of the Servicer as a CPO or a CTA may be required before the Issuer (or the Servicer on the Issuer's behalf) may enter into any Hedge Agreement. Registration of the Servicer as a CPO and/or a CTA could cause the Servicer to be subject to extensive compliance and reporting requirements that would involve material costs which may be passed on to the Issuer. The scope of such compliance costs is uncertain but could adversely affect the amount of funds available to make payments on the Notes.

Further, if the Servicer determines that additional Hedge Transactions should be entered into by the Issuer in excess of the trading limitations set forth in any applicable exemption from registration as a CPO

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

Neither the CFTC nor the National Futures Association (the "**NFA**") pass judgement upon the merits of participating in a pool or upon the adequacy or accuracy of offering memoranda. Consequently, neither the CFTC not the NFA has reviewed or approved this Offering Circular or any related agreement for the placement or purchase of Notes by any Person.

2.9. Volcker Rule

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

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", and, subject to the following sentence, as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". From 1 October 2020, the 2020 Volcker Changes clarify that clarify that the right to participate in the removal of a collateral manager for cause or to participate in the selection of a replacement manager upon the manager's resignation or removal would not be a feature that results in a banking entity having an ownership interest in a covered fund. A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act 1940 (the "**ICA**") but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

The Transaction Documents provide that the Noteholders' rights in respect of the removal of the Collateral Manager and selection of a replacement Collateral Manager shall only be exercisable upon a Collateral Manager Event of Default.

It should be noted that a commodity pool as defined in the CEA (see 2.8 "*Commodity Pool Regulation*") could, depending on which CEA exemption is used by such commodity pool or its commodity pool operator, also fall within the definition of a covered fund as described above.

Pursuant to the 2020 Volcker Changes, the final rules will, among other things, (i) exclude from the definition of "ownership interest" certain "senior loans" or "senior debt interests" issued by a covered fund and (ii) clarify that the right to participate in the removal of a collateral manager for cause or to participate in the selection of a replacement manager upon the manager's resignation or removal would not be a feature that results in a banking entity having an ownership interest in a covered fund. Such changes mean that banking entities will no longer have an ownership interest in a covered fund deriving solely from such a right to participate in

the removal or replacement of a collateral manager or investing in a Class of Rated Notes meeting the definition of a "senior debt interest" once the 2020 Volcker Changes become effective.

The 2020 Volcker Changes were designated as a "major rule" under the Congressional Review Act (the "**CRA**"). Under the CRA, before a rule can take effect, an agency must submit a report to each house of Congress and the comptroller general containing a copy of the rule and a general statement describing the rule, including whether it is a major rule. After receiving the report, members of Congress have specified time periods during which they must submit and act on a joint resolution of disapproval. If both houses pass the resolution, it is sent to the President for signature or veto. If a joint resolution of disapproval is submitted within the CRA-specified deadline, passed by Congress, and signed by the President, the CRA states that the disapproved rule shall not take effect (or continue). That is, the rule would be deemed not to have had any effect at any time, and even provisions that had become effective would be retroactively negated. Furthermore, if a joint resolution of disapproval is enacted, the CRA provides that a rule may not be issued in substantially the same form as the disapproved rule unless it is specifically authorized by a subsequent law. The statute prohibits judicial review of any "determination, finding, action, or omission under" the CRA. Due to the COVID-19 pandemic, it is possible that the deadline for review of the 2020 Volcker Changes will extend into the next Congress and presidential administration.

The Issuer expects that it will be a "covered fund" under the provisions of the Volcker Rule and its related regulatory provisions, which severely limits the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, including but not limited to any retroactive disapplication of the 2020 Volcker Changes pursuant to the CRA, this could impair the marketability and liquidity of such Notes.

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

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2.10. Issuer Reliance on rule 3a-7

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

The Issuer has the right by notice to the Trustee to elect (which election may be made only upon confirmation from the Servicer that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act and to no longer rely on Rule 3a-7. Investors should carry out their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. In 2011, the SEC published an advance notice of proposed rulemaking to potentially consider proposing amendments to Rule 3a-7. Any guidance

from the SEC or its staff regarding Rule 3a-7, including changes that the SEC may ultimately adopt to Rule 3a-7, that narrow the scope of Rule 3a-7, could further inhibit the business activities of the Issuer and adversely affect the holders of the Notes.

Notwithstanding these restrictions, there can be no assurance that the Issuer will satisfy the requirements of Rule 3a-7 (including with respect to the Trading Requirements) or that any investor will be able to treat the Issuer as exempt under Rule 3a-7 for such purposes, and none of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Trustee nor any of their affiliates makes any representation with respect thereto. It is expected that, in connection with certain capital raising activities of certain investors in the Notes and other investors in collateralised debt obligation securities, the SEC may consider the applicability of Rule 3a-7 to the Issuer or other issuers engaged in similar activities. There can be no assurance as to the results of any such consideration, and such action by the SEC could adversely affect the Issuer and the Noteholders. If necessary as a result of such consideration or otherwise, in order to permit the Issuer to rely on Rule 3a-7 or otherwise avoid constituting an investment company required to register under the Investment Company Act, the Issuer will be permitted to amend the Trust Deed and/or the Conditions without the consent of the Noteholders. Such amendments could result in additional limitations on the ability of the Issuer to purchase and sell Collateral Debt Obligations, among other restrictions, and could adversely affect the return to Noteholders.

2.11. Reliance on Rating Agency Ratings

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

2.12. LIBOR and EURIBOR Reform

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

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

(b) ICE Benchmark Administration Limited becoming the LIBOR administrator in place of the British Bankers' Association in February 2014;

(c) a reduction in the number of currencies and tenors for which LIBOR is calculated; and

(d) the introduction of a LIBOR code of conduct for contributing banks.

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

In a speech on 27 July 2017, Andrew Bailey, the Chief Executive of the FCA, announced the FCA's intention to cease sustaining LIBOR from the end of 2021.

The FCA has statutory powers to compel panel banks to contribute to LIBOR where necessary. The FCA has decided not to ask, or to require, that panel banks continue to submit contributions to LIBOR beyond

the end of 2021. The FCA has indicated that the current panel banks will voluntarily sustain LIBOR until the end of 2021. The FCA's intention is that after 2021, it will no longer be necessary for the FCA to persuade, or to compel, banks to submit to LIBOR. The FCA does not intend to sustain LIBOR through using its influence or legal powers beyond that date.

It is possible that the LIBOR administrator, ICE Benchmark Administration, and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so. However, the survival of LIBOR in its current form, or at all, is not guaranteed after 2021. If LIBOR does not survive in its current form or at all, this could adversely affect the value of, and amounts payable under, any Collateral Debt Obligations which pay interest calculated with reference to LIBOR and therefore reduce amounts which may be available to the Issuer to pay Noteholders. Furthermore, the uncertainty as to whether LIBOR will survive in its current form or at all may lead to adverse market conditions, which may have an adverse effect on the amounts available to the Issuer to pay to Noteholders.

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

In the EU, in September 2013, the European Commission published a proposal for a regulation (the "**Benchmarks Regulation**") on indices used as benchmarks in financial instruments and financial contracts. The Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and entered into force on 30 June 2016. The application date for the majority of its provisions was 1 January 2018. It is directly applicable law across the EU.

The Benchmarks Regulation applies principally to "administrators" and also, in some respects, to "contributors" and certain "users" of "benchmarks", and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and make significant changes to the way in which benchmarks falling within scope of the Benchmarks Regulation are governed (including reforms of governance and control arrangements, obligations in relation to input data, certain transparency and record-keeping requirements and detailed codes of conduct for contributors) and (ii) prevent certain uses of "benchmarks" provided by unauthorised administrators by supervised entities in the EU. The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmark" indices, could also potentially apply to many interest rate and foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue, financial contracts and investment funds. EURIBOR and LIBOR have been designated "critical benchmarks" for the purposes of the Benchmarks Regulation, by way of European Commission Implementing Regulations published on 12 August 2016 and 28 December 2017, respectively.

Benchmarks such as EURIBOR or LIBOR may be discontinued if they do not comply with the requirements of the Benchmarks Regulation, or if the administrator of the benchmark either fails to apply for authorisation or is refused authorisation by its home regulator. On 2 July 2019, the European Money Markets Institute, administrator for EURIBOR, was granted authorisation under the Benchmarks Regulation by the Financial Services and Markets Authority of Belgium. EURIBOR is now considered compliant with the Benchmarks Regulation.

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

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

(b) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could (among other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Investors should be aware that:

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

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

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

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

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

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

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

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

2.13. Financial Transaction Tax ("FTT")

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

Under the Commission Proposal, the proposed FTT would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State or the financial instrument in which the parties are dealing is issued in a Participating Member State. The FTT may apply to both transaction parties where one of these circumstances applies. The FTT may also apply to dealings in the Collateral to the extent the Collateral constitutes financial instruments

within its scope, such as bonds. In such circumstances, it is not possible to predict with certainty what effect the proposed FTT might have on the business of the Issuer, there will be no gross-up by any party to the transaction and amounts due to Noteholders may be adversely affected.

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

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions if the conditions for a charge to arise are satisfied and the FTT is adopted based on the European Commission's proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest and/or principal than expected.

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

2.14. Anti-Money Laundering, Anti-Terrorism, Anti-Corruption, Bribery and Similar Laws May Require Certain Actions or Disclosures

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 26 October 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 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 Issuer to enact anti-money laundering policies.

Many other jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws, and regulations (collectively with the USA PATRIOT Act, the "**AML Requirements**"). Any of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Trustee or the Agents could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Servicer and the Trustee will comply with AML Requirements to which they are subject. The AML Requirements could require the Issuer to implement additional restrictions on the transfer of the Notes.

The Issuer reserves the right to request such information as is necessary to verify the identity of a Noteholder 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 or any other applicable AML Requirements. If there is a 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.

2.15. CRA Regulation in Europe

Regulation (EU) 462/2013 of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies ("**CRA3**") came into force on 20 June 2013. CRA3 has subsequently been supplemented by Delegated Regulation (EU) 2015/3 of 30 September 2014 (the "**CRA3 RTS**").

Article 8(c) of CRA3 has introduced a requirement that where an issuer or a related third party intends to solicit a credit rating of a structured finance instruments, it shall obtain two independent ratings for such instruments. Article 8(d) of CRA3 has introduced a requirement that where an issuer or a related third party intends to appoint at least two credit rating agencies to rate the same instrument, the issuer or

a related third party shall consider appointing at least one rating agency having less than a 10 per cent. market share among agencies capable of rating that instrument. The Issuer intends to have two rating agencies appointed, but does not make any representation as to market share of either agency, and any consequences for the Issuer, related third parties and investors if an agency does not have a less than 10 per cent. market share are not specified. Investors should consult their legal advisors as to the applicability of CRA3 and any consequence of non-compliance in respect of their investment in the Notes.

2.16. Action Plan on Base Erosion and Profit Shifting

On 5 October 2015, the Organisation for Economic Co-operation and Development ("**OECD**") published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan on Base Erosion and Profit Shifting ("**BEPS**"), which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru (the "**Final Report**"). The Final Report was endorsed by G20 Leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey.

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

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

On 24 November 2016, the OECD published the text and explanatory statement of the "Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting", developed by an ad hoc group of 99 countries which included Ireland (the "**Multilateral Instrument**"). The Multilateral Instrument is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures.

Action 6 is implemented into certain double tax treaties Ireland has entered into with other jurisdictions by the inclusion of a principal purpose test ("**PPT**"). The Multilateral Instrument entered into force for Ireland on 1 May 2019. As a general rule, it is effective for Ireland's tax treaties:

- with respect to taxes withheld at source, from 1 January 2020; and
- with respect to all other taxes levied by Ireland, for taxes levied with respect to taxable periods beginning on or after 1 November 2019.

The date on which the Multilateral Instrument modifies each treaty depends on when Ireland's treaty partners deposit their own instruments of ratification.

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

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

Investors should note that other action points which form part of the OECD BEPS project (such as Action 4, which can deny deductions for financing costs (see 2.17 *EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive 2*)) may be implemented in a manner which affects the tax position of the Issuer. In addition, there may be subsequent proposals.

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

Further to the publication by the OECD of its BEPS recommendations, the EU Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016, which was formally adopted by the EC Council on 12 July 2016 in Council Directive (EU) 2016/1164 ("**ATAD I**"). ATAD I has had effect for all Member States from 1 January 2019, subject to derogations for Member States which have equivalent measures in their domestic law. ATAD I requires the introduction of rules in relation to (i) controlled foreign companies, (ii) anti-hybrid mismatches within the EU, (iii) interest deductibility limitations and (iv) general anti-abuse provisions.

Amongst the measures contained in ATAD I are interest deductibility limitation rules similar to the recommendation contained in the BEPS Action 4 proposals. The Irish Minister for Finance had stated that Ireland would not introduce these rules until 2024. However, the Irish Department of Finance has more recently stated that Ireland will continue to engage with the European Commission in this regard and commenced work to examine options to bring forward the process of transposition from the original planned deadline of end of 2023. It is generally expected that the interest deductibility limitation rules will be introduced in Ireland from 1 January 2021.

Until the timing and manner of implementation of the interest deductibility limitation rules is known, it is not possible to provide detailed guidance on the impact of the rules on the Issuer's Irish tax position.

The ATAD I interest deductibility limitation rules provide that interest costs in excess of the higher of (a) EUR 3,000,000 or (b) 30 per cent of an entity's earnings before interest, tax, depreciation and amortisation will not be deductible in the year in which they are incurred but would remain available for carry forward. However, the restriction on interest deductibility would only be in respect of the amount by which the borrowing costs exceed "interest revenues and other equivalent taxable revenues from financial assets". Accordingly, as the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under Collateral Debt Obligations (that is such that the Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if ATAD I were implemented as originally published. There is a carve-out in ATAD I for financial undertakings, although as currently drafted the Issuer would not be treated as a financial undertaking. The EU Commission is also pursuing other initiatives, such as the introduction of a common corporate tax base, the impact of which, if implemented, is uncertain. The implementation date for the interest limitation provision in Ireland is yet to be announced. Accordingly, the final form and impact of the interest limitation rule in Ireland remains uncertain.

EU Anti-Hybrid Rules

The EU Council adopted Council Directive (EU) 2017/952 ("**ATAD II**") on 29 May 2017, amending ATAD I, to provide for minimum standards for counteracting hybrid mismatches involving Member States and third countries. ATAD II requires Member States to either delay and/or deny deduction of payments, expenses or losses or include payments as taxable income, in case of hybrid mismatches.

ATAD II significantly extends the rules on hybrid mismatches. It has been implemented in Ireland by way of the Finance Act 2019 with the provisions effective from 1 January 2020 (other than with respect to reverse hybrids mismatches for which implementation has been postponed to 31 December 2021, and will apply as of 1 January 2022). A hybrid mismatch arrangement is a cross border arrangement that generally uses a hybrid entity or hybrid instrument and results in a mismatch in the tax treatment of a payment across jurisdictions.

ATAD II covers, inter alia, hybrid mismatches arising between (i) associated enterprises, (ii) head offices and permanent establishments, (iii) permanent establishments of the same entity or (iv) under certain

structured arrangements. The forms of hybrid mismatch that are most likely to be relevant to an entity such as the Issuer relate to financial instrument mismatches and hybrid entity mismatches.

The Issuer's Irish tax position may be impacted by Ireland's implementation of the anti-hybrid legislation. To the extent the Issuer is deemed to be associated with any of its Noteholders, or is engaged in certain transactions which have, as their purpose, the exploitation of hybrid mismatches, these anti-hybrid rules may impact the deductibility of payments of interest by the Issuer to certain Noteholders. Associated for these purposes includes direct and indirect participation in terms of voting rights or capital ownership of 25% or more or an entitlement to receive 25 % or more (50% in certain circumstances) of the profits of that entity as well as entities that are part of the same consolidated group for financial accounting purposes or enterprises that have a significant influence in the management of the taxpayer.

Noteholders are not currently anticipated to be persons who would be considered associated with the Issuer, merely by reason of holding Notes.

If payments made by the Issuer under the Notes were not deductible for Irish tax purposes then the Issuer would consequentially pay additional Irish tax on its profits. The amount could be significant. However, this will constitute a Note Tax Event giving any Class of Noteholders a right to redeem their Notes.

2.18. Increased Tax in the Issuer

In addition to the provisions of ATAD 1 and ATAD II, or the Irish legislation enacting such directives, there may be other restrictions on the tax deductibility of interest, funding expenses or other expenses paid or payable by the Issuer. Such restrictions or changes could increase the amount of Irish or other tax payable by the Issuer.

Firstly, under Irish tax law restrictions on deductibility of interest could arise if the Issuer acquires assets related to Irish land. These restrictions apply to qualifying companies which carry on a business of holding, managing or both holding and managing of assets described as "specified mortgages". Specified mortgages broadly includes loans secured on and deriving their value from Irish real estate, units in an Irish Real Estate Fund (IREF) or shares that derive their value, or the greater part of their value from Irish land. These restrictions should not apply where the Issuer is engaged in a transaction which qualifies as a “CLO transaction”. A CLO transaction is defined as including a securitisation transaction carried out in conformity with either (i) a prospectus, within the meaning of the Prospectus Regulation, or (ii) a listing particulars where the securities are listed on an exchange, other than the main exchange of Ireland or another Member State. In addition, based on the prospectus, listing particulars or other legally binding documents and the activities of the qualifying company, it must be reasonable to consider that the acquisition of specified mortgages was not the main purpose, or one of the main purposes, of the qualifying company. As such, the restrictions on deductibility should not apply if either: (a) the Issuer does not hold or manage specified mortgages; or (b) the Issuer’s activities fall within the definition of a CLO transaction. If these conditions are not satisfied, the Issuer's ability to deduct its financing costs may be impacted.

Secondly, Section 110 of the Taxes Consolidation Act 1997 provides that certain results dependent or excessive interest payments to a "specified person" may not be deductible unless, broadly, those payments are subject to tax in a Member State or a jurisdiction with which Ireland has signed a double taxation agreement. A person will be a specified person if they control the Issuer, or are under common control with the Issuer. In broad terms, a person will have control in this context if they have the ability to secure, through shares, voting power or the constitutional documents of the Issuer, that the affairs of the Issuer are conducted in accordance with their wishes. The Finance Act 2019 has extended the concept of specified person to mean that a person will control the Issuer (and therefore be a specified person), if they have:

A. an ability to participate in the financial and operating decisions of the Issuer ("significant influence");

B. hold more than 20 per cent. of any of (i) the share capital of the Issuer, (ii) the principal value of any securities which carry a right to interest or distributions which are to any extent dependent on the results of the Issuer's business or exceed a reasonable commercial rate (iii) the right to more than 20 per cent. of the interest payable on securities described at (ii).

These latter provisions are only likely to be relevant to holders of the Subordinated Notes who are entitled to more than 20 per cent. of the participations described above and who are have significant influence over the Issuer. Significant influence is a new concept in Irish law and its meaning is uncertain. There is currently no Irish Revenue guidance published on the concept.

If any payment was made by the Issuer to a specified person where such payment is not subject to tax in the manner noted above, the Issuer may not be entitled to take a deduction for such payment for tax purposes and the Issuer would be subject to tax on any profits which are treated as arising for Irish tax purposes. In addition, withholding tax may be required to be levied on the payment to the Noteholder.

Thirdly, deductibility may be restricted where the interest or other distribution paid, or the security to which the payment relates forms part of any arrangement or scheme of which the main purpose, or one of the main purposes, is the avoidance of Irish tax or could not reasonably be considered to be for bona fide commercial purposes.

Finally, in the future there may be other changes in Irish or non-Irish tax law, regulations, interpretation, treaties or other measures which could give rise to increased Irish tax liabilities of the Issuer.

2.19. Taxation Implications of Contributions

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

2.20. Imposition of unanticipated Taxes on Issuer / Irish Value Added Tax Treatment of the Servicing Fees

The Issuer has been advised that under current Irish domestic law, the Servicing Fees should be exempt from VAT. This is on the basis that they should be treated as consideration paid for collective portfolio management services provided to a "*qualifying company*" as defined in Section 110 of the Taxes Consolidation Act 1997.

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

Historically, a similar position has been taken by the Netherlands, though recent developments have changed this and, in February 2020 the Dutch tax authorities issued letters to participants in the Dutch CLO market explaining that collateral management services are subject to VAT in the Netherlands with effect from 1 April 2019. This change in approach stems in part from the decision of the Court of Justice of the European Union on 9 December 2015 in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV cs Case C-595/13*. The *Fiscale Eenheid X* case concerned whether a Dutch fund investing in real estate could qualify as a "special investment fund". The Court decided that funds such as those under consideration that are not UCITS could only qualify as "special investment funds" if they are "*subject to specific State supervision*" because only "*investment funds that are subject to specific State supervision can be subject to the same conditions of competition and appeal to the same circle of investors*". However, on 22 April 2020, the Dutch tax authorities subsequently provided written guidance confirming that, although servicing fees remain subject to VAT, this will not apply with retroactive effect.

Partly in response to the *Fiscale Eenheid X* case, the European Commission has asked the VAT Committee (an advisory body comprising representatives from tax authorities of all of the Member States and chaired by a representative from the European Commission) (the "**VAT Committee**") to shed light on the types of entities that can also qualify as "*special investment funds*". A large majority of the VAT Committee concluded that an entity cannot qualify as a "*special investment fund*" if it cannot be seen to target the same circle of investors as UCITS either because of the characteristics of its investment portfolio or because of the conditions under which investors are permitted to participate in the fund.

The views expressed by the VAT Committee are merely advisory and do not necessarily have the agreement of the European Commission. Furthermore, its views are not legally binding and the courts may disagree with them. There is nevertheless a risk that the European Commission will accept the views of the VAT Committee and will conclude that entities such as the Issuer cannot qualify as a "special investment fund" because they are either not subject to the right sort of regulatory supervision in Ireland and/or because they do not target the same circle of investors as UCITS.

Member States have a degree of discretion on how to define "*special investment funds*", and therefore there are some discrepancies amongst Member States on the meaning of the term. The *Fiscale Eenheid X* case was about how broad that discretion is. The application of the VAT exemption for "*special investment funds*" could now be reviewed at a Member State level and/or by the European Commission to ensure that the definitions used are within the ambit of discretion permitted by the VAT Directive.

The Issuer is not aware of any proposal to amend Irish domestic law to remove the exemption from VAT on servicing fees paid by entities such as the Issuer. However, it is possible that some Member States (including Ireland) could change their domestic VAT laws, or the European Commission could require them to do so. If so, the Issuer could from then be required to account for VAT in Ireland in respect of the Servicing Fees. The standard VAT rate in Ireland is currently 23% but will reduce to 21% from 1 September 2020 until 28 February 2021 for a temporary period. It is also possible that Ireland could be required to recover the benefit of the VAT exemption obtained before the date on which the law changes from the Issuer together with interest.

Any such liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected.

The imposition of VAT in Ireland on the Servicing Fees will not constitute a Note Tax Event or a Collateral Tax Event. Accordingly, Noteholders will not become entitled to redeem the Notes in accordance with Condition 7(e) (*Redemption following Note Tax Event*) as a consequence thereof. Furthermore, it may not be possible to substitute the Issuer with another company that is incorporated in another jurisdiction within the European Economic Area that does not charge VAT on CLO servicing fees.

2.21. The Common Reporting Standard

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

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

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

Over 95 jurisdictions have committed to exchanging information under the CRS and a group of 50 countries, including Ireland, and all other EU Member States (known as the "**Early Adopter Group**") committed to the early adoption of the CRS from 1 January 2016. The Early Adopter Group activated their exchange relationships under the CRS and commenced the exchange of data in September 2017. In

November 2017, a further 53 jurisdictions committed to activating their exchange relationships by September 2018.

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

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

2.22. Regulated Banking Activity

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

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

2.23. EU Bank Recovery and Resolution Directive

The EU Bank Recovery and Resolution Directive (2014/59/EU) (collectively with secondary and implementing EU rules, and national implementing legislation, the "**BRRD**") equips national authorities in Member States (the "**Resolution Authorities**") with tools and powers for preparatory and preventive measures, early supervisory intervention and resolution of credit institutions and significant investment firms (collectively, "**relevant institutions**"). If a relevant institution enters into an arrangement with the Issuer and is deemed likely to fail in the circumstances identified in the BRRD, the relevant Resolution Authority may employ such tools and powers in order to intervene in the relevant institution's failure (including in the case of derivatives transactions, powers to close-out such transactions or suspend any

rights to close-out such transactions). In particular, liabilities of relevant institutions arising out of the Transaction Documents or Underlying Instruments (for example, liabilities arising under Participations or provisions in Underlying Instruments requiring lenders to share amounts) not otherwise subject to an exception, could be subject to the exercise of "bail-in" powers of the relevant Resolution Authorities. It should be noted that certain secured liabilities of relevant institutions are excepted. If the relevant Resolution Authority decides to "bail-in" the liabilities of a relevant institution, then subject to certain exceptions set out in the BRRD, the liabilities of such relevant institution could, among other things, be reduced, converted or extinguished in full. As a result, the Issuer and ultimately, the Noteholders may not be able to recover any liabilities owed by such an entity to the Issuer. In addition, a relevant Resolution Authority may exercise its discretions in a manner that produces different outcomes amongst institutions resolved in different EU Member States. It should also be noted that similar powers and provisions are being considered in the context of financial institutions of other jurisdictions.

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

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

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

2.24. U.S. Stay Rules relating to Qualified Financial Contracts

U.S. regulators have adopted final rules and interpretative guidance setting forth limitations on certain insolvency-related default rights of parties to certain "qualified financial contracts" ("**QFCs**") entered into with counterparties that have been designated as systemically important, along with certain of such entities' subsidiaries and affiliates (each, a "**Covered Entity**"). Such rules and guidance (the "**QFC Stay Rules**") generally require: (i) the Covered Entity to ensure that any stays imposed as a result of the entry of such entity into certain liquidation proceedings are contractually acknowledged by the counterparty to the QFC (in particular, where the relevant QFC is governed by non-U.S. law and/or the counterparty is located in a non-U.S. jurisdiction); and (ii) the Covered Entity to not agree in its QFCs to certain types of cross-defaults that are related, directly or indirectly, to the entry into a receivership, insolvency, liquidation, resolution or similar proceeding of certain affiliates of the Covered Entity. If a Covered Entity enters into a contract with the Issuer that is subject to the QFC Stay Rules, the Covered Entity will be responsible for ensuring that such QFC complies with the QFC Stay Rules. As a result of the

application of such rules, the Issuer may be required to accept limitations in its insolvency-related default rights against the Covered Entity.

2.25. Centre of Main Interests

The Issuer has its registered office in Ireland. Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the "Recast EU Insolvency Regulation"), the Issuer's centre of main interest ("COMI") is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the 3 months prior to a request to open insolvency proceedings.

As the Issuer's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland. As to what might constitute "proof to the contrary" regarding the location of a company's COMI, the key decision is that in Re Eurofood IFSC Ltd ([2004] 4 IR 370 (Irish High Court); [2006] IESC 41 (Irish Supreme Court); [2006] Ch 508; ECJ Case C-341/04 (European Court of Justice)), given in respect of the equivalent provision in the previous EU Insolvency Regulation (Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "factors which are both objective and ascertainable by third parties" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect. For instance, if a company with its registered office in Ireland does not carry on any business in Ireland, that could rebut the presumption that the company's COMI is in Ireland. However, if a company with its registered office in Ireland does carry on business in Ireland, the fact that its economic choices are controlled by a parent undertaking in another jurisdiction would not, of itself, be sufficient to rebut the presumption.

As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland, although this would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI was found to be in another EU jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

2.26. Central Securities Depositories Regulation

Regulation (EU) No. 909/2014 of 23 July 2014 (the "**CSDR**") requires that, amongst other things, from 1 January 2025 any EU issuer that issues transferable securities which are admitted to trading on a trading venue, multilateral trading facility or organised trading facility must arrange for such securities to be represented in book-entry form. The Global Exchange Market is a multilateral trading facility for this purpose, and it is therefore expected that the Issuer will be required to comply with the CSDR in respect of the Notes. Accordingly, if any Notes are represented by Definitive Certificates, the Issuer may be required to take action prior to 1 January 2025 to exchange such Definitive Certificates for interests in a Global Certificate, pursuant to which holders of Definitive Certificates may be required to accept interests in a Global Certificate in exchange for their Definitive Certificates. There is no guarantee that the Issuer will be able to successfully implement such an exchange in order to comply with the CSDR and any failure to so comply could result in the Issuer (or other transaction parties) becoming subject to sanctions which could have a material adverse effect on Noteholders.

3. RELATING TO THE NOTES

3.1. Limited Liquidity and Restrictions on Transfer

The Placement Agent (or any of its affiliates) is not under any obligation to make a market for the Notes. The Notes are illiquid investments. There can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Notes. Consequently, a purchaser must be prepared to hold such Notes for an indefinite period of time or until the Maturity Date. In addition, no sale, assignment, participation, pledge or transfer of the Notes may be effected if, among other things, it would require any of the Issuer or any of their officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action. Furthermore, the Notes will not be registered under the Securities Act or any U.S. state securities

laws, and the Issuer has no plans, and is under no obligation, to register the Notes under the Securities Act. The Notes are subject to certain transfer restrictions and can be transferred only to certain transferees. See sections of this Offering Circular titled "*Plan of Distribution*" and "*Transfer Restrictions*". Such restrictions on the transfer of the Notes may further limit their liquidity.

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

3.2. The Notes are not guaranteed by the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Directors, any Hedge Counterparty or the Trustee

None of the Issuer, the Placement Agent, the Servicer, the Retention Holder, the Agents, the Directors, any Hedge Counterparty, 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 any Noteholder of ownership of the Notes, and no Noteholder may 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 any investor of ownership of the Notes. Each Noteholder will be required to represent (or, in the case of certain non-certificated Notes, deemed to represent) to the Issuer and the Placement Agent, among other things, that it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors regarding investment in the Notes as it has deemed necessary and that the investment by it is within its powers and authority, is permissible under applicable laws governing such purchase, has been duly authorised by it and complies with applicable securities laws and other laws.

3.3. Optional Redemption and Market Volatility

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

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

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

The Rated Notes may be redeemed in whole but not in part from Sale Proceeds and/or any Refinancing Proceeds (or a combination thereof):

(a) on any Business Day on or after the expiry of the Non-Call Period, at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution;

(b) on any Business Day following the occurrence of a Collateral Tax Event at the direction of the Subordinated Noteholders acting by Ordinary Resolution; or

(c) 90 calendar days following the occurrence of a Note Tax Event or, if earlier, the date on which the Issuer notifies the Trustee and the Noteholders that it is not able to cure the Note Tax Event, at the direction of the Controlling Class or the Subordinated Noteholders, each acting by way of Extraordinary Resolution,

in each case subject to certain requirements and conditions set out in the Conditions (including, where such Optional Redemption is effected through Refinancing, the consent of the Servicer). See Condition 7 (*Redemption and Purchase*). Investors should carefully review the circumstances and requirements set out in Condition 7 (*Redemption and Purchase*).

In addition, any Reset Amendment (including any amendment to the Transaction Documents that would otherwise have required an Extraordinary Resolution of the relevant Class or Classes of Noteholders in accordance with Condition 14(b)(vii) (*Extraordinary Resolution*) were it not made at the same time as a Refinancing of all Classes of Rated Notes in whole), may be approved by an Ordinary Resolution of the Subordinated Noteholders. See Condition 14(b)(vii) (*Extraordinary Resolution*).

As described in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) subject to certain conditions at the option of the Subordinated Noteholders but subject to the consent of the Servicer, Refinancing Proceeds may be used in connection with either a redemption in whole of the Rated Notes or a redemption in part of the Rated Notes by Class. See Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*). It should be noted that a Refinancing or the issuance of additional Notes will trigger the U.S. Risk Retention Rules (to the extent they are applicable to the transaction following the Issue Date). As such, the ability of the Issuer and the Noteholders to issue additional notes or enter into a Refinancing may be impacted. See 2.2 "*U.S. Risk Retention Rules*".

Prospective investors in the Subordinated Notes should note that their ability to direct or elect for optional redemption of the Rated Notes (in whole or in part by Class) in the above circumstances is subject to the consent of the Servicer at the time, which consent may be withheld in the Servicer's sole discretion.

The Trust Deed provides that the holders of the Subordinated Notes will not have any cause of action against any of the Issuer, the Servicer, the Placement Agent, the Collateral Administrator or the Trustee for any failure to obtain a Refinancing. If a Refinancing is obtained meeting the requirements of the Trust Deed, the Issuer may amend the Trust Deed and the Trustee shall concur with such amendments to the Trust Deed to the extent the Issuer certifies to the Trustee that such amendments are necessary to reflect the terms of the Refinancing and no further consent for such amendments shall be required from the holders of the Subordinated Notes. No assurance can be given that any such amendments to the Trust Deed or the terms of any Refinancing will not adversely affect the holders of any Class or Classes of Notes not subject to redemption (or, in the case of the Subordinated Notes, the holders of the Subordinated Notes who do not direct such redemption).

The Subordinated Notes may also be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the direction of either of (x) the Subordinated Noteholders (acting by Ordinary Resolution) or (y) the Servicer.

The Servicer may also cause the Issuer to redeem the Rated Notes in whole from Sale Proceeds on any Business Day falling on or after the expiry of the Non-Call Period, if the Aggregate Collateral Balance is less than 20.0 per cent. of the Target Par Amount.

If there is an early redemption, the holders of the Notes will be repaid prior to the Maturity Date. Where the Notes are to be redeemed by liquidation, there can be no assurance that the Sale Proceeds realised and other available funds would permit any distribution on the Subordinated Notes after all required payments are made to the holders of the Rated Notes or, in certain circumstances, that losses would not be incurred on the Rated Notes. In addition, an Optional Redemption could require the Servicer to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realised value of the Collateral Debt Obligations sold.

Where the Rated Notes are redeemable at the discretion of a transaction party or a particular Class of Noteholders, there is no obligation to consider the interests of any other party or Class of Noteholders when exercising such discretion. Furthermore, where one or more Classes of Rated Notes are redeemed

through a Refinancing, Noteholders should be aware that any such redemption would occur outside of the Note Payment Sequence and the Priorities of Payment. In addition Noteholders of a Class of Rated Notes that are redeemed through a Refinancing should be aware that the Applicable Margin of any new notes will be equal to or lower than the Applicable Margin of such Rated Notes immediately prior to such Refinancing. In addition, a Refinancing may result in a Class of Rated Notes having a shorter maturity date than other Classes of Rated Notes. See 3.7 "*Refinancing*".

3.5. Mandatory Redemption of the Notes

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

3.6. Refinancing

Following a Refinancing in part pursuant to the Conditions, a Class of Refinancing Obligation may in certain circumstances have a maturity date that is earlier than the maturity date of Classes of Notes ranking lower than such Refinancing Obligations in the Priorities of Payment. This could result in the Issuer (or the Servicer on its behalf) being required to sell Collateral Debt Obligations or use Principal Proceeds to redeem such maturing Class of Notes. This could adversely affect returns to the Subordinated Noteholders.

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

Servicer Advances

The Servicer may make Servicer Advances pursuant to Condition 3(k) (*Servicer Advances*) from time to time to the extent there are insufficient sums standing to the credit of the Collateral Enhancement Account to purchase or exercise rights under Collateral Enhancement Obligations which the Servicer determines on behalf of the Issuer should be purchased or exercised. Outstanding Servicer Advances may accrue interest at a maximum rate of EURIBOR plus 2.0 per cent. per annum.

Any of the above actions could result in satisfaction of a Coverage Test that would otherwise be failing and therefore potentially decrease the occurrence of principal prepayments of the highest ranking Class of Notes. Likewise, any such action could prevent an Event of Default which would otherwise have occurred and therefore potentially result in the Notes continuing to be Outstanding in circumstances where the Controlling Class may otherwise have had the right to direct the Trustee to accelerate the Notes. Consequentially, the average life of the Notes may be longer than it would otherwise be (see 3.18 "*Average Life and Prepayment Considerations*").

3.8. Limited Recourse Obligations

The Notes are limited recourse obligations of the Issuer and are payable solely from amounts received in respect of the Collateral securing the Notes. Payments on the Notes both prior to and following enforcement of the security over the Collateral are subordinated to the prior payment of certain fees and expenses of, or payable by, the Issuer and to payment of principal and interest on prior ranking Classes of Notes. See Condition 4(c) (*Limited Recourse*). None of the Servicer, the Noteholders of any Class, the Placement Agent, the Retention Holder, the Trustee, the Collateral Administrator, the Custodian, any Agent, any Hedge Counterparty, the Corporate Service Provider or any Affiliates of any of the foregoing or the Issuer's Affiliates or any other person or entity (other than the Issuer) will be obliged to make payments on the Notes of any Class. Consequently, Noteholders must rely solely on distributions on the Collateral Debt Obligations and other Collateral securing the Notes for the payment of principal, discount, interest and premium, if any, thereon. There can be no assurance that the distributions on the Collateral Debt Obligations and other Collateral securing the Notes will be sufficient to make payments on any Class of Notes after making payments on more senior Classes of Notes and certain other required amounts to other creditors ranking senior to or *pari passu* with such Class pursuant to the Priorities of Payment. If distributions on the Collateral are insufficient to make payments on the Notes, no other assets of the Issuer (including the Issuer Profit Account and the Issuer's rights under the Corporate Services

Agreement) (and, in particular, no assets of the Servicer, the Noteholders, the Placement Agent, the Retention Holder, the Trustee, the Collateral Administrator, the Custodian, any Agent, any Hedge Counterparty or any Affiliates of any of the foregoing) will be available for payment of the deficiency and following realisation of the Collateral and the application of the proceeds thereof in accordance with the Priorities of Payment, the claims, debts, liabilities and obligations of the Issuer to pay such deficiency shall be extinguished. Such shortfall will be borne (as amongst the Noteholders) by (a) firstly, the Subordinated Noteholders; (b) secondly, the Class F Noteholders; (c) thirdly, the Class E Noteholders; (d) fourthly, the Class D Noteholders; (e) fifthly, the Class C Noteholders; (f) sixthly, the Class B Noteholders and (g) lastly, the Class A Noteholders, in each case in accordance with the Priorities of Payment.

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

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

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

3.10. Subordination of the Notes

The Class B Notes are fully subordinated to the Class A Notes, the Class C Notes are fully subordinated to the Class A Notes and the Class B Notes, the Class D Notes are fully subordinated to the Class A Notes, the Class B Notes and the Class C Notes, the Class E Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Class F Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and the Subordinated Notes are fully subordinated to the Rated Notes.

The payment of principal and interest on any other Classes of Notes may not be made until all payments of principal and interest due and payable on any Classes of Notes ranking in priority thereto pursuant to the Priorities of Payment have been made in full. Payments on the Subordinated Notes will be made by the Issuer to the extent of available funds and no payments thereon will be made until the payment of certain fees and expenses have been made and until interest on the Rated Notes has been paid and, subject always to the right of the Servicer on behalf of the Issuer to transfer amounts which would have been payable on the Subordinated Notes to the Collateral Enhancement Account to be applied in the acquisition or exercise of rights under Collateral Enhancement Obligations. Notwithstanding the above, Collateral Enhancement Obligation Proceeds may be distributed to the Subordinated Noteholders pursuant to the Collateral Enhancement Proceeds Priorities of Payment on a Payment Date on which scheduled interest on the Rated Notes is not paid in full.

Non-payment of any Interest Amount due and payable in respect of the Class A Notes or the Class B Notes on any Payment Date will constitute an Event of Default (where such non-payment continues for a period of at least five Business Days or seven Business Days in the case of an administrative error or omission). Failure to pay Interest Amounts on any other Class of Notes shall not at any time constitute

an Event of Default. In such circumstances, the Controlling Class, acting by Ordinary Resolution, may request the Trustee to accelerate the Notes pursuant to Condition 10 (*Events of Default*).

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

The Trust Deed provides that in the event of any conflict of interest among or between the Noteholders, the interests of the Controlling Class will prevail. If the holders of the Controlling Class do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of the most senior Class of Notes Outstanding. If the Trustee receives conflicting or inconsistent requests from two or more groups of holders of the Controlling Class (or another Class is given priority as described in this paragraph), the Trustee shall give priority to the group which holds the greater amount of Notes Outstanding of such Class. The Trust Deed provides further that the Trustee will act upon the directions of the holders of the Controlling Class (or other Class given priority as described in this paragraph) in such circumstances, and shall not be obliged to consider the interests of the holders of any other Class of Notes. See Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*).

3.11. Calculation of Rate of Interest

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

If a EURIBOR screen rate does not appear, or the relevant page is unavailable, and the Calculation Agent is unable to obtain quotations from four Reference Banks in the manner described in Condition 6(e)(i)(B) (*Floating Rate of Interest*), the relevant Floating Rate of Interest in respect of such Payment Date shall be determined, pursuant to Condition 6(e)(i)(C) (*Floating Rate of Interest*), as the Floating Rate of Interest in effect as at the immediately preceding Accrual Period; *provided that*, in respect of any Accrual Period during which a Frequency Switch Event occurs, the relevant Rate of Interest shall be calculated using the offered rate for 6 month EURIBOR using the rate available as at the previous Interest Determination Date. To the extent interest amounts in respect of the Rated Notes are determined by reference to a previously calculated rate, Noteholders may be adversely affected. In such circumstances, none of the Calculation Agent, any Agent or the Trustee shall have any obligation to determine the Floating Rate of Interest on any other basis and shall suffer no liability to any Noteholder for any adverse effects or losses incurred as a result.

Investors should note that the Issuer may, in certain circumstances, amend the Transaction Documents to modify or amend the reference rate in respect of the Notes (if there is a material disruption to, change in the methodology of calculating, or cessation of, EURIBOR, or the Servicer reasonably expects any of the foregoing will occur) without the consent of the Noteholders, provided that if the new reference rate is not the Alternative Base Rate, the Controlling Class and the Subordinated Noteholders have consented as provided in Condition 14(c) (*Modification and Waiver*), in each case, acting by way of Ordinary Resolution.

3.12. Amount and Timing of Payments

To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes are not made on a relevant Payment Date, such unpaid interest amounts will be deferred and the amount thereof added to the Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes as the case may be, and earn interest at the interest rate applicable to such Notes. Any failure to pay scheduled interest on the Class C Notes, (so long as the Class A Notes and the Class B Notes are Outstanding), or to pay scheduled interest on the Class D Notes, (so long as the Class C Notes are Outstanding), or to pay scheduled interest on the Class E Notes, (so long as the Class D Notes are Outstanding), or to pay scheduled interest on the Class F Notes (so long as the Class E Notes are Outstanding), or to pay interest and principal on the Subordinated Notes at any time, due to there being insufficient funds available to pay such interest in accordance with the applicable Priorities of Payment, will not be an Event of Default. Payments of interest and principal on the Subordinated Notes will only be made to the extent that there are Interest Proceeds and Principal Proceeds available for such purpose in accordance with the Priorities of Payment. No interest or principal may therefore be payable on the Subordinated Notes for an unlimited period of time, to maturity or at all.

As described above, failure to pay scheduled interest on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, even where such Class of Notes is the Controlling Class, will not be an Event of Default. Holders of such Classes of Notes will consequently have no right to accelerate their Notes or to direct that the Trustee take enforcement action with respect to the Collateral to recover the principal amount of their Notes outstanding in such circumstances.

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

3.13. Reports Provided by the Collateral Administrator Will Not Be Audited

The Monthly Reports and the Payment Date Reports made available to Noteholders will be compiled by the Collateral Administrator, on behalf of the Issuer, based on certain information provided to it by the Servicer. In preparing and furnishing these reports, the Issuer will rely conclusively on the accuracy and completeness of the information or data regarding the Collateral Debt Obligations that has been provided to it by the Collateral Administrator (which will rely conclusively, in turn, on the accuracy and completeness of certain information provided to it by the Servicer), and the Issuer will not verify, recompute, reconcile or recalculate any such information or data. Information in the reports will not be audited nor will reports include a review or opinion by a public accounting firm.

3.14. Ratings of the Notes Not Assured and Limited in Scope

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

credit enhancement with respect to any such Rated Notes and the market value of such Rated Notes is likely to be adversely affected.

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

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

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

Rating Agencies may refuse to give Rating Agency Confirmations

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

If a Rating Agency announces or informs the Trustee, the Servicer or the Issuer that confirmation from such Rating Agency is not required for a certain action or that its practice is to not give such confirmations for certain types of actions, the requirement for confirmation from such Rating Agency will not apply. There can be no assurance that a Rating Agency will provide such rating confirmations upon request, regardless of the terms agreed to among transaction participants, or not subsequently withdraw or downgrade its ratings on one or more Classes of Rated Notes, which could materially adversely affect the value or liquidity of the Rated Notes.

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

On 2 June 2010, certain amendments to Rule 17g-5 under the Exchange Act promulgated by the SEC became effective. Amended Rule 17g-5 requires each rating agency providing a rating of a structured finance product (such as this transaction) paid for by the "arranger" (defined as the issuer, the underwriter or the sponsor) to obtain an undertaking from the arranger to (i) create a password protected website, (ii) post on that website all information provided to the rating agency in connection with the initial rating of any Class of Rated Notes and all information provided to the rating agency in connection with the

surveillance of such rating, in each case, contemporaneous with the provision of such information to the applicable rating agency and (iii) provide access to such website to other rating agencies that have made certain certifications to the arranger regarding their use of the information. In this transaction, the "arranger" is the Issuer.

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

Under Rule 17g-5, rating agencies providing the requisite certifications described above may issue unsolicited ratings of the Rated Notes ("**Unsolicited Ratings**") which may be lower and, in some cases, significantly lower than the ratings provided by the Rating Agencies. The Unsolicited Ratings may be issued prior to, on or after the Issue Date and will not be reflected herein. Issuance of any Unsolicited Rating will not affect the issuance of the Notes. Issuance of an Unsolicited Rating lower than the ratings assigned by the Rating Agencies on the applicable Rated Notes might adversely affect the liquidity and market value of the Rated Notes and, for regulated entities, could adversely affect the value of the Rated Notes as an investment or the capital treatment of the Rated Notes. The Issuer, the Servicer, the Retention Holder, the Placement Agent, the Trustee and each of their respective Affiliates are not obliged to take any action following the publication or announcement of any such Unsolicited Ratings.

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

Actions of any Rating Agency can Adversely Affect the Market Value or Liquidity of the Notes

The SEC adopted Rule 15Ga-2 and Rule 17g-10 to the United States Securities Exchange Act of 1934, on 27 August 2014, which require certain filings or certifications to be made in connection with the performance of "due diligence services" for rated asset-backed securities on or after 15 June 2015. Under Rule 17g-10, a provider of third-party due diligence services must provide to each nationally recognised statistical rating organisation that is rating the applicable transaction, a written certification in a prescribed form (which obligation may be satisfied if the Issuer posts such certification in the required form to the Rule 17g-5 website referred to above, maintained in connection with the transaction). If the Issuer or any third party that provides due diligence services to the Issuer does not comply with its obligations under Rule 17g-10, the Rating Agencies may withdraw (or fail to confirm) their ratings of the Rated Notes. In such case, the price or transferability of the Notes (and any beneficial owner of Rated Notes that relies on ratings of securities for regulatory or other compliance purposes) may be adversely affected.

3.15. Average Life and Prepayment Considerations

The Maturity Date of the Notes is the Payment Date falling on 15 January 2030 (subject to adjustment for non-Business Days); however, the principal of the Notes of each Class is expected to be repaid in full prior to the Maturity Date. Average life refers to the average amount of time that will elapse from the date of delivery of a Note until each Euro of the principal of such Note will be paid to the investor. The average lives of the Notes will be determined by the amount and frequency of principal payments, which are dependent upon, among other things, the amount of payments received at or in advance of the scheduled maturity of the Collateral Debt Obligations (whether through sale, maturity, redemption, default or other liquidation or disposition). The actual average lives and actual maturities of the Notes will be affected by the financial condition of the obligors of the underlying Collateral Debt Obligations and the characteristics of such assets, including the existence and frequency of exercise of any optional or mandatory redemption features, the prevailing level of interest rates, the redemption price, any prepayment fees, the actual default rate, the actual level of recoveries on any Defaulted Obligations and the timing of defaults and recoveries, and the frequency of tender or exchange offers for such Collateral Debt Obligations. Collateral Debt Obligations may be subject to optional prepayment by the Obligor of such loans. Any disposition of a Collateral Debt Obligation may change the composition and characteristics of the remaining Portfolio and the rate of payment thereon and, accordingly, may affect

the actual average lives of the Notes. The rate of and timing of future defaults and the amount and timing of any cash realisation from Defaulted Obligations also will affect the maturity and average lives of the Notes as will the ability and discretion of the Servicer on behalf of the Issuer to sell any Credit Impaired Obligations in the manner described in the section of this Offering Circular titled "*Description of the Portfolio*".

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

Estimates of the average lives of the Notes, together with any projections, forecasts and estimates provided to prospective purchasers of the Notes, are forward-looking statements. Projections are necessarily speculative in nature, and it should be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, actual results will vary from the projections, and such variations may be material. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates, exchange rates and default and recovery rates; market, financial or legal uncertainties; mismatches between the time of accrual and receipt of Interest Proceeds from the Collateral Debt Obligations. None of the Issuer, the Servicer, the Retention Holder, the Trustee, the Placement Agent, the Collateral Administrator or any other party to this transaction or any of their respective Affiliates has any obligation to update or otherwise revise any projections, forecasts or estimates, including any revisions to reflect changes in economic conditions or other circumstances arising after the date of this Offering Circular or to reflect the occurrence of unanticipated events.

3.17. Volatility of the Subordinated Notes

The Subordinated Notes represent a leveraged investment in the underlying Collateral Debt Obligations. Accordingly, it is expected that changes in the market value of the Subordinated Notes will be greater than changes in the market value of the underlying Collateral Debt Obligations, which themselves are subject to credit, liquidity, interest rate and other risks. Utilisation of leverage is a speculative investment technique and involves certain risks to investors and will generally magnify the Subordinated Noteholders' opportunities for gain and risk of loss. In certain scenarios, the Notes may not be paid in full, and the Subordinated Notes and one or more Classes of Rated Notes may be subject to a partial or a complete loss of invested capital. The Subordinated Notes represent the most junior securities in a leveraged capital structure. As a result, any deterioration in performance of the asset portfolio, including defaults and losses, a reduction of realised yield or other factors, will be borne first by holders of the Subordinated Notes, and then by the holders of the Rated Notes in reverse order of seniority. Furthermore, 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 Trust Deed. There is no guarantee that any funds will remain to make distributions to the holders of subordinated Classes of Notes and in particular, the Subordinated Notes, following any liquidation of the Collateral and the application of the proceeds from the Collateral to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Issuer.

In addition, the failure to meet certain Coverage Tests will result in cash flow that may have been otherwise available for distribution to the Subordinated Notes, to pay interest on one or more subordinate Classes of Rated Notes, instead being applied on the next Payment Date to make principal payments on the more senior classes of Rated Notes until such tests have been satisfied. This feature will likely reduce the return on the Subordinated Notes and/or one or more subordinate Classes of Rated Notes and cause temporary or permanent suspension of distributions to the Subordinated Notes and/or one or more subordinate Classes of Rated Notes. See 3.6 "*Mandatory Redemption of the Notes*".

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

3.18. Net Proceeds less than Aggregate Amount of the Notes

It is anticipated that the net proceeds received by the Issuer on the Issue Date from the issuance of the Notes will be less than the aggregate Principal Amount Outstanding of the Notes in full. Consequently,

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

3.19. Withholding Tax on the Notes

So long as the Notes remain listed on the Global Exchange Market or another recognised stock exchange for the purposes of Section 64 of the Taxes Consolidation Act 1997 ("**TCA**") and the Notes are held in a "recognised clearing system" for the purposes of Section 64 or interest on the Notes is paid by a paying agent that is not in Ireland, no withholding tax under current law is expected to be imposed in Ireland on payments of interest on the Notes, there can be no assurance that the law will not change. In addition, as described under Condition 9 (*Taxation*), the Issuer is authorised to withhold amounts otherwise distributable to a holder if the holder fails to provide the Issuer or its agents with any correct, complete and accurate information that may be required for the Issuer to comply with FATCA and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer, or if the holder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA.

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

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

3.20. Book entry Holders are not Considered Noteholders under the Trust Deed and may Delay Receipt of Payments on the Notes

Holders of beneficial interests in any Notes held in global form will not be considered holders of such Notes under the Trust Deed. After payment of any interest, principal or other amount to the applicable Clearing System, the Issuer will have no responsibility or liability for the payment of such amount by the applicable Clearing System or to any holder of a beneficial interest in a Note. The applicable Clearing System 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 such Clearing System (and if such Person is not a participant in the applicable Clearing System on the procedures of the participant through which such Person holds such interest) with respect to the exercise of any rights of a Noteholder under the Trust Deed.

Noteholders owning a book-entry Note may experience some delay in their receipt of distributions of interest and principal on such Note since distributions are required to be forwarded by the Principal Paying Agent to the applicable Clearing System, and the applicable Clearing System will be required to credit such distributions to the accounts of its participants which thereafter will be required to credit them to the accounts of the applicable Noteholders, either directly or indirectly through indirect participants. See section of this Offering Circular titled "*Form of the Notes*".

3.21. Security

Clearing Systems

Collateral Debt Obligations or other assets forming part of the Collateral which are in the form of securities (if any) will be held by the Custodian on behalf of the Issuer pursuant to the Agency Agreement. The Custodian will hold such assets which can be cleared through Euroclear in an account with Euroclear unless the Trustee otherwise consents and will hold the other securities comprising the Portfolio which cannot be so cleared (i) through its accounts with Clearstream, Luxembourg and The Depository Trust Company ("**DTC**"), as appropriate, and (ii) through its sub-custodians who will in turn hold such assets which are securities both directly and through any appropriate clearing system. Those

assets held in clearing systems will not be held in special purpose accounts and will be fungible with other securities from the same issue held in the same accounts on behalf of the other customers of the Custodian or its sub custodian, as the case may be. A first fixed charge over the Portfolio will be created under English law pursuant to the Trust Deed on the Issue Date which will, in relation to the Collateral Debt Obligations that are held through the Custodian, take effect as a security interest over (i) the beneficial interest of the Issuer in its share of the pool of securities fungible with the relevant Collateral Debt Obligations held in the accounts of the Custodian for the benefit of the Issuer and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency Agreement which may expose the Secured Parties to the risk of loss in the case of a shortfall of such securities if the Custodian or its sub-custodian becomes insolvent.

In addition, custody and clearance risks may be associated with Collateral Debt Obligations or other assets comprising the Portfolio which are securities that do not clear through DTC, Euroclear or Clearstream, Luxembourg. There is a risk, for example, that such securities could be counterfeit, or subject to a defect in title or claims to ownership by other parties, including custody liens imposed by standard custody terms at various stages in the chain of intermediary ownership of such Collateral Debt Obligations.

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

Fixed Security

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

3.22. Resolutions, Amendments and Waivers

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

Decisions may be taken by Noteholders by way of Ordinary Resolution, or Extraordinary Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing in each case, in at least the minimum percentages specified in the table "Minimum Percentage Voting Requirements" in Condition 14(b)(iii) (*Minimum Voting Rights*). Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes of a particular Class, subject to certain conditions including minimum notice periods.

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

Any Notes held by or on behalf of any Servicer Related Person shall have no voting rights with respect to, and shall not be counted for the purposes of determining a quorum and the results of voting on any, Servicer Removal Resolution or Servicer Replacement Resolution.

If a meeting of Noteholders is called to consider a Resolution, determination as to whether the requisite number of Notes has been voted in favour of such Resolution will be determined by reference to the percentage which the Notes voted in favour represent of the total amount of Notes voted in respect of such Resolution and not the aggregate Principal Amount Outstanding of all such Notes held or represented by any person or persons entitled to vote at such meeting. The voting threshold at any Noteholders' meeting in respect of an Ordinary Resolution or an Extraordinary Resolution of all Noteholders is, respectively, more than 50 per cent. or at least 66⅔ per cent. of the votes cast on such Resolution. This means that a lower percentage of Noteholders may pass a Resolution which is put to a meeting of Noteholders than would be required for a Written Resolution in respect of the same matter. There are however quorum provisions which provide that a minimum number of Noteholders representing a minimum amount of the aggregate Principal Amount Outstanding of the applicable Class or Classes of Notes be present at any meeting to consider an Extraordinary Resolution or Ordinary Resolution. In the case of an Extraordinary Resolution, this is one or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable) and in the case of an Ordinary Resolution this is one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable). Such quorum provisions still, however, require considerably lower thresholds than would be required for a Written Resolution. In addition, if a quorum requirement is not satisfied at any meeting, lower quorum thresholds will apply at any meeting previously adjourned for want of quorum as set out in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*)] and in the Trust Deed.

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

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

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

Certain amendments, waivers and modifications may be made without the consent of Noteholders. See Condition 14(c) (*Modification and Waiver*). Such amendments, waivers or modifications could be adverse to certain Noteholders. Without limitation to the foregoing, potential investors should note that the Issuer may amend the Transaction Documents to modify or amend the Eligibility Criteria and the related definitions, provided that Rating Agency Confirmation has been obtained and (to the extent provided in Condition 14(c) (Modification and Waiver)) the Controlling Class has consented by way of Ordinary Resolution but without the consent of any other Class of Noteholders.

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

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

Each Hedge Counterparty may also need to be notified and its consent required to the extent provided for in the applicable Hedge Agreement in respect of a modification, amendment or supplement to any provision of the Transaction Documents. Any such consent, if withheld, may prevent the modification of the Transaction Documents which may be beneficial to or in the best interests of the Noteholders.

Furthermore, the Servicer will also need to be notified and its consent required to the extent that any material amendment is to be made to a provision of a Transaction Document. The Servicer may have reasons to withhold its consent to a material amendment to a provision of a Transaction Document even if such material amendment would be in the best interest of the Issuer or the Noteholders generally.

3.23. Concentrated Ownership of One or More Classes of Notes

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

3.24. Enforcement Rights Following an Event of Default

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

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion (but subject always to Condition 4(c) (*Limited Recourse*)), and shall, if so directed by the Controlling Class acting by Ordinary Resolution (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), take Enforcement Action in respect of the security over the Collateral provided that no such Enforcement Action may be taken by the Trustee unless: (A) it determines that the anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes other than the Subordinated Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority to the Subordinated Notes pursuant to the Priorities of Payment; (B) otherwise, in the case of an Event of Default specified in sub-paragraphs (i), (ii) or (iv) of Condition 10 (*Events of Default*) the Controlling Class acting by way of Ordinary Resolution (and no other Class of Notes) may direct the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or (C) in the case of any other Event of Default, each Class of Rated Notes acting independently by way of Ordinary Resolution may direct the

Trustee to take Enforcement Action (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction).

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

3.25. Certain ERISA Considerations

Under a regulation of the U.S. Department of Labor, as modified by Section 3(42) of ERISA, if certain employee benefit plans or other retirement arrangements subject to the fiduciary responsibility provisions of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or entities whose underlying assets are treated as assets of such plans or arrangements (collectively, "**Plans**") invest in a Class of Notes that is treated as equity under the regulation (which could include the Class E Notes, the Class F Notes or the Subordinated Notes), the assets of the Issuer could be considered to be assets of such Plans and certain of the transactions contemplated under such Notes could be considered "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code. See section of this Offering Circular titled "*Certain ERISA Considerations*".

3.26. Forced Transfer

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule 144A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is both a QIB (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI) and a QP. In addition each Noteholder will be deemed or in some cases required to make certain representations in respect of ERISA. The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines that any holder of an interest in a Rule 144A Note is a U.S. person as defined under Regulation S under the Securities Act (a "**U.S. Person**") and is not both a QIB (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI) and a QP at the time it acquires an interest in a Rule 144A Note (any such person, a "**Non-Permitted Holder**") or a Noteholder is a Non-Permitted ERISA Holder, the Issuer may, promptly after determination that such person is a Non-Permitted Holder or Non-Permitted ERISA Holder by the Issuer, send notice to such Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) demanding that such Noteholder transfer its interest outside the United States to a non-U.S. Person or to a person that is not a Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) within 30 calendar days (or 10 Business Days in the case of a Non-Permitted ERISA Holder) of the date of such notice. If such Noteholder fails to effect the transfer required within such 30-day period (or 10 Business Day period in the case of a Non-Permitted ERISA Holder), (a) upon direction from the Issuer or the Servicer on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, may cause such beneficial interest to be transferred in a commercially reasonable sale to a person or entity that certifies in writing to such Transfer Agent and the Issuer, in connection with such transfer, that such person or entity either is not a U.S. Person or is a QIB and a QP and is not a Non-Permitted ERISA Holder (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

In addition, the Trust Deed generally provides that, if a Noteholder fails to provide the Issuer or its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer, or if the Noteholder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes, and, if the Noteholder does not sell its Notes within 10 Business Days after notice from the Issuer, to sell the Noteholder's Notes on behalf of the Noteholder.

3.27. U.S. Tax Risks

Changes in Tax Law; Imposition of Tax on Non-U.S. Holders

Distributions on the Notes to a Non-U.S. Holder (as defined in the section of this Offering Circular titled "*Tax Considerations - Certain U.S. Federal Income Tax Considerations*") that provides appropriate tax certifications to the Issuer and gain recognised on the sale, exchange or retirement of the Notes by the Non-U.S. Holder will not be subject to U.S. federal income tax unless the payments or gain are effectively connected with a trade or business conducted by the Non-U.S. Holder in the United States or, in the case of gain, the Non-U.S. Holder is a non-resident alien individual who holds the Notes as a capital asset and is present in the United States for more than 182 days in the taxable year of the sale, and certain other conditions are satisfied. However, no assurance can be given that Non-U.S. Holders will not in the future be subject to tax imposed by the United States.

U.S. Trade or Business

Although the Issuer intends to operate so as not to be subject to U.S. federal income tax on its net income, if the Issuer were to breach certain of its covenants and acquire certain assets (for example, a "United States real property interest" or an equity interest in an entity that is treated as a partnership for U.S. federal income tax purposes and that is itself engaged in a trade or business in the United States), including upon a foreclosure, or breach certain of its other covenants, the Issuer could be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. Moreover, a breach of certain of these covenants may not give rise to an Event of Default and may not give rise to a claim against the Issuer or the Servicer. A change in law or its interpretation also could result in the Issuer being treated as engaged in a trade or business in the United States for U.S. federal income tax purposes, or otherwise subject to U.S. federal income tax on a net income basis. If it were determined that the Issuer was treated as engaged in a trade or business in the United States for U.S. federal income tax purposes, and the Issuer had taxable income that is effectively connected with such U.S. trade or business, the Issuer would be subject under the Code to the regular U.S. corporate income tax on its effectively connected taxable income, which may be imposed on a gross basis, and possibly to a 30 per cent. branch profits tax and state and local taxes as well. The imposition of such a tax liability could materially adversely affect the Issuer's ability to make payments on the Notes.

FATCA

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on certain income, Additionally under existing U.S. Treasury Regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on 1 January 2019, however, proposed U.S. Treasury Regulations, which may be currently relied upon would eliminate FATCA withholding on such types of payments. Under an intergovernmental agreement entered into between the United States and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish implementing regulations that require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information with respect to, certain Noteholders to the Office of the Revenue Commissioners of Ireland, which would then provide this information to the IRS. The Issuer shall use reasonable best efforts to comply with the intergovernmental agreement and these regulations; however, there can be no assurance that the Issuer will be able to do so. Moreover, the intergovernmental agreement or the Irish implementing regulations could be amended to require the Issuer to withhold on "passthru" payments to holders that fail to provide certain information to the Issuer or are certain "foreign financial institutions" that do not comply with FATCA.

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

Possible treatment of the Class E Notes and Class F Notes as equity in the Issuer for U.S. federal income tax purposes

The Class E Notes and Class F Notes could be treated as representing equity in the Issuer for U.S. federal income tax purposes. If the Class E Notes or Class F Notes are so treated, gain on the sale of a Class E Note or Class F Note could be treated as ordinary income and subject to an additional tax in the nature of interest, and certain interest on the Class E Notes or Class F Notes could be subject to the additional tax. U.S. Noteholders (as defined in the section of this Offering Circular titled "*Tax Considerations—Certain U.S. Federal Income Tax Considerations*") may be able to avoid these adverse consequences by filing a protective qualified electing fund election with respect to their Class E Notes and Class F Notes. Alternatively, if the Class E Notes or Class F Notes are treated as equity for U.S. federal income tax purposes, U.S. Holders of those Notes could be subject to the rules pertaining to 10 per cent United States shareholders of CFCs. See the section of this Offering Circular titled "*Tax Considerations—Certain U.S. Federal Income Tax Considerations – U.S. Federal Tax Treatment of U.S. Holders of Rated Notes*".

U.S. Federal Income Tax Consequences of an Investment in the Notes are Uncertain

The U.S. federal income tax consequences of an investment in the Notes are uncertain, as to both the timing and character of any inclusion in income in respect of the Notes. Because of this uncertainty, prospective investors are urged to consult their tax advisors as to the tax consequences of an investment in a Note. For a more complete discussion of the U.S. federal income tax consequences of an investment in a Note, see the section of this Offering Circular titled "*Tax Considerations—Certain U.S. Federal Income Tax Considerations*".

3.28. Flip Clauses

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

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

In the U.S. courts, the U.S. Bankruptcy Court for the Southern District of New York in Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited. (In re Lehman Brothers Holdings Inc.), Adv. Pro. No. 09-1242-JMP (Bankr S.D.N.Y. 20 May 2009) examined a flip clause contained in an indenture related to a swap agreement and held that such a provision, which seeks to modify one creditor's position in a priority of payments when that creditor files for bankruptcy, is unenforceable under the U.S. Bankruptcy Code. Judge Peck also found that the Code's safe harbour provisions, which protect certain contractual rights under swap agreements, did not apply to the flip clause because the flip clause provisions were contained in the indenture, and not in the swap agreement itself. Judge Peck acknowledged that this has resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". While BNY Corporate Trustee Services Ltd filed a motion for and was granted leave to appeal with the U.S. Bankruptcy Court, the case was settled before the appeal was heard.

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

enforceable under the Code's safe harbour provisions. Specifically, the Court concluded that priority of distribution was a necessary part of liquidation of a swap agreement, which the safe harbour provisions expressly protect. The Court effectively limited the analysis in the BNY case to instances where the flip provisions are only in an indenture, and do not constitute part of the swap agreement. This judgment highlights the difference in approach taken between U.S. and English law on this subject, although it significantly reduces the practical differences in outcome. Lehman filed a notice of appeal with regards to this decision on 6 February 2017 and on 11 August 2020 such appeal was dismissed by the Second Circuit. In addition, there remain several actions in the U.S. commenced by debtors of Lehman Brothers concerning the enforceability of flip clauses and this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

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

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

4. RELATING TO THE COLLATERAL

4.1. The Portfolio

The decision by any prospective holder of Notes to invest in such Notes should be based, among other things (including, without limitation, the identity of the Servicer), on (i) the Eligibility Criteria which each Collateral Debt Obligation is required to satisfy, as disclosed in this Offering Circular, (ii) the details of each Collateral Debt Obligation set out in Annex C (*Collateral Debt Obligations*) to this Offering Circular and (iii) the Coverage Tests that the Portfolio is required to satisfy as at the Determination Date immediately preceding the first Payment Date and required to satisfy on each Measurement Date thereafter (other than in respect of the Interest Coverage Tests, which are required to be satisfied on and after the Determination Date immediately preceding the second Payment Date).

For the purposes of the description of the Portfolio contained in this Offering Circular, including, without limitation, Collateral Debt Obligations which the Issuer has committed to purchase pursuant to the Collateral Acquisition Agreements but which will not have settled by the Issue Date are included. Due to the possibility of defaults or prepayments occurring between trading and settlement, no assurance can be given that the settlement of some or all of such Collateral Debt Obligations will be completed or in what timescale following the Issue Date such settlement will occur.

Neither the Issuer nor the Placement Agent has made any investigation into the Obligors of the Collateral Debt Obligations. The value of the Portfolio may fluctuate from time to time (as a result of substitution or otherwise) and none of the Issuer, the Trustee, the Placement Agent, the Custodian, the Servicer, the Retention Holder, the Collateral Administrator, any Hedge Counterparty, or any of their Affiliates are under any obligation to maintain the value of the Collateral Debt Obligations at any particular level. None of the Issuer, the Trustee, the Custodian, the Servicer, the Retention Holder, the Collateral Administrator, any Hedge Counterparty, the Placement Agent or any of their Affiliates has any liability to the Noteholders as to the amount or value of, or any decrease in the value of, the Collateral Debt Obligations from time to time.

Furthermore, pursuant to the Servicing Agreement, the Servicer is required to carry out due diligence in accordance with the Standard of Care specified in the Servicing Agreement, to ensure the Eligibility Criteria will be satisfied on the Issue Date and that the Issuer will, upon the settlement of an asset intended to constitute a Collateral Debt Obligation, become the legal and beneficial holder of such Collateral Debt Obligations in accordance with the terms of the relevant Underlying Instrument and all applicable laws. Noteholders are reliant on the Servicer conducting such due diligence in a manner which ensures that the Collateral Debt Obligations are properly and effectively transferred and satisfy each of the Eligibility Criteria on the Issue Date.

4.2. Nature of Collateral; Defaults

The Collateral on which the Notes and the claims of the other Secured Parties are secured will be subject to credit, liquidity, interest rate and exchange rate risks. The Portfolio of Collateral Debt Obligations which will secure the Notes will be predominantly comprised of Senior Secured Loans, Senior Bonds, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds as well as certain other investments lent to or issued by a variety of Obligors with a principal place of business in a Qualifying Country which are primarily rated below investment grade.

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

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

The subordination levels of each Class of Notes will be established to withstand certain assumed deficiencies in payment caused by defaults on the related Collateral Debt Obligations. If, however, actual payment deficiencies exceed such assumed levels, payments on the relevant Class of Notes could be adversely affected. Whether and by how much defaults on the Collateral Debt Obligations adversely affect each Class of Notes will be directly related to the level of subordination thereof pursuant to the Priorities of Payment. The risk that payments on the Notes could be adversely affected by defaults on the related Collateral Debt Obligations is likely to be increased to the extent that the Portfolio of Collateral Debt Obligations is concentrated in any one issuer, industry, region or country as a result of the increased potential for correlated defaults in respect of a single issuer or within a single industry, region or country as a result of downturns relating generally to such industry, region or country. Subject to any confidentiality obligations binding on the Issuer, Noteholders will receive information through the Reports from time to time of the identity of Collateral Debt Obligations which are Defaulted Obligations.

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

The composition of the collateral pool may be influenced by discussions that the Servicer and/or, prior to the Issue Date, the Placement Agent may have with investors, and there is no assurance that (i) any

investor would have agreed with any views regarding the initial proposed portfolio that are expressed by another investor in such discussions, (ii) the collateral pool was not, and will not be, influenced more heavily by the views of certain investors, particularly if that investor's participation in the transaction is necessary for the transaction to occur, in which case the Servicer or the Placement Agent would not receive the benefits of its role in the transaction, and in order to preserve the possibility of future business opportunities between the Servicer or the Placement Agent and such investors, (iii) those views, and any modifications made to the portfolio as a result of those discussions, will not adversely affect the performance of a holder's Notes, or (iv) the views of any particular investors that are expressed in such discussions will not influence the composition of the collateral pool. The Servicer will have sole authority to select, and sole responsibility for selecting, the Collateral Debt Obligations. Except for a right to approve purchases under the Warehouse Arrangements as described below, the Placement Agent has not and will not determine the composition of the collateral pool.

4.3. Acquisition of Collateral Debt Obligations prior to the Issue Date

It is expected that at least €200,000,000 in aggregate principal amount of the initial Collateral Debt Obligations will have been acquired (or committed to be acquired) under the Warehouse Facility (as defined below) as of the Issue Date at prevailing market prices at the time of purchase by the Servicer (on behalf of the Issuer).

The Issuer's purchase of such Collateral Debt Obligations have been financed by a warehouse financing facility (the "**Warehouse Facility**") provided by JPMorgan Chase Bank, National Association ("**JPMCB**"), as lender and several funds or accounts managed or advised by the Servicer and its Affiliates as purchaser of warehouse subordinated notes (the "**Warehouse Subordinated Notes**") issued by the Issuer (the "**Warehouse Equity Purchaser**"). Pursuant to the terms of the warehousing deed dated 7 August 2020 (the "**Warehousing Deed**") documenting the Warehouse Facility, the Servicer was appointed as servicer.

On the Issue Date, the Warehouse Facility will terminate and JPMCB as lender will be paid in full from the issuance proceeds received by the Issuer for the Notes. All unrealised losses and gains with respect to the Collateral Debt Obligations purchased under the Warehouse Facility will be for the Issuer's account and, consequently, the market value of such Collateral Debt Obligations on the Issue Date may be lower or higher (as the case may be) than at the time they were acquired by the Issuer. If the issuance of the Notes does not occur, the initial Collateral Debt Obligations may be liquidated and JPMCB as lender and/or the Warehouse Equity Purchaser may suffer a loss. This risk may provide an incentive for the Placement Agent and the Servicer to close the transaction in non-optimal conditions.

In connection with the Warehouse Facility, JPMCB has the right to approve all Collateral Debt Obligations which are selected and acquired under the Warehouse Facility (on behalf of the Issuer) and, in certain circumstances, JPMCB has the right to require or approve sales of Collateral Debt Obligations. JPMCB 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. In certain circumstances, prior to the Issue Date, Collateral Debt Obligations previously acquired may be sold pursuant to the Warehouse Facility. The Warehouse Equity Purchaser may purchase Notes on the Issue Date or at any time thereafter. None of JPMCB, the Placement Agent or any of their Affiliates or the Warehouse Equity Purchaser has done, and no such person will do, any analysis of the Collateral Debt Obligations so acquired or sold for the benefit of, or in a manner designed to further the interests of, any Noteholder. Neither JPMCB nor the Warehouse Equity Purchaser will have the right to approve the sale or purchase of any Collateral Debt Obligations by the Servicer (on behalf of the Issuer) on and after the Issue Date.

By its purchase of Notes, each Noteholder is deemed to have consented to the purchase of the initial Collateral Debt Obligations by the Issuer and the arrangements described above

4.4. Acquisitions of Collateral Debt Obligations

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

The requirement that the Eligibility Criteria be satisfied applies only (i) on the Issue Date and (ii) in respect of certain of the Eligibility Criteria that comprise the Restructured Obligation Criteria, those Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation or by way of substitution of new obligations and/or change of Obligor), on the applicable Restructuring Date, and, in each case, any failure by such Collateral Debt Obligation to satisfy the relevant Eligibility Criteria at a later stage will not result in any requirement to sell it or take any other action.

4.5. Prepayment Risk

Loans are generally prepayable in whole or in part at any time at the option of the obligor thereof at par plus accrued and unpaid interest thereon. Senior Secured Bonds may include obligor call or prepayment features, with or without a premium or make whole. Prepayments on loans and bonds may be caused by a variety of factors, which are difficult to predict. Accordingly, there exists a risk that loans or bonds purchased at a price greater than par may experience a capital loss as a result of such a prepayment. The rate of prepayments, amortisation and defaults may be influenced by various factors including:

- changes in Obligor performance and requirements for capital;
- the level of interest rates;
- lack of credit being extended and/or the tightening of credit underwriting standards in the commercial lending industry; and
- the overall economic environment, including any fluctuations in the recovery from the current economic conditions.

The Issuer cannot predict the actual rate of prepayments, accelerated amortisation or defaults which will be experienced with respect to the Collateral Debt Obligations. As a result, the Notes may not be a suitable investment for any investor that requires a regular or predictable schedule of principal payments.

Bonds frequently have call or redemption features (with or without a premium or make whole) that permit the issuer to redeem such obligations prior to their final maturity date.

Repayments on bonds may be caused by a variety of factors which are difficult to predict. Accordingly, there exists a risk that bonds purchased at a price greater than par may experience a capital loss as a result of such repayment.

4.6. Defaults and Recoveries

The Collateral Debt Obligations will consist primarily of non-investment grade loans or interests in non-investment grade loans and bonds, which are subject to liquidity, market value, credit, interest rate and certain other risks. It is anticipated that the Collateral Debt 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 Debt Obligations.

Prices of the Collateral Debt 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 Debt Obligations. The current uncertainty affecting the European economy and the economies of countries in which issuers of the Collateral Debt Obligations are domiciled and the possibility of increased volatility in financial markets could adversely affect the value and performance of the Collateral Debt Obligations. Additionally, loans and interests in loans have significant liquidity and market value risks since they are not generally traded in organised 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 customised, 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.

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

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

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

In some European jurisdictions (including the UK), obligors or lenders may seek a "scheme of arrangement". In such instance, a lender may be forced by a court to accept restructuring terms.

Recoveries on Senior Obligations, Second Lien Loans and Mezzanine Obligations will also be affected by the different bankruptcy regimes applicable in different European jurisdictions and the enforceability of claims against the Obligors thereunder. See 4.26 "*Insolvency Considerations relating to Collateral Debt Obligations*".

It is a requirement of the rating of the Rated Notes that Collateral Debt Obligations that are to constitute Restructured Obligations following a restructuring satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. Such requirement may result in Collateral Debt Obligations ceasing to be Collateral Debt Obligations following a restructuring of the terms thereof.

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

4.7. Underlying Portfolio

Characteristics of Senior Obligations, Second Lien Loans and Mezzanine Obligations

Senior Obligations, Second Lien Loans and Mezzanine Obligations are of a type generally incurred by the Obligors thereunder in connection with highly leveraged transactions, often (although not exclusively) to finance internal growth, pay dividends or other distributions to the equity holders in the Obligor, or finance acquisitions, mergers, and/or stock purchases. As a result of the additional debt incurred by the Obligor in the course of such a transaction, the Obligor's creditworthiness is typically judged by the rating agencies to be below investment grade. Senior Obligations and Second Lien Loans are typically at the most senior level of the capital structure with Second Lien Loans and Mezzanine Obligations being subordinated to any Senior Obligations or to any other senior debt of the Obligor. Senior Secured Loans and Senior Secured Bonds are often secured by specific collateral, including but not limited to, trademarks, patents, accounts receivable, inventory, equipment, buildings, real estate, franchises and common and preferred stock of the Obligor and its subsidiaries and any applicable associated liens relating thereto. In continental Europe, security is often limited to shares in certain group companies, accounts receivable, bank account balances and intellectual property rights. Second Lien Loans and Mezzanine Obligations may have the benefit of a second priority charge over such assets. Unsecured Senior Loans do not have the benefit of such security. Senior Obligations usually have shorter terms than more junior obligations and often require mandatory prepayments from excess cash flows, asset dispositions and offerings of debt and/or equity securities.

Senior Secured Bonds typically contain bondholder collective action clauses permitting specified majorities of bondholders to approve matters which, in a typical Senior Loan, would require unanimous lender consent. The Obligor under a Senior Secured Bond may therefore be able to amend the terms of the bond, including terms as to the amount and timing of payments, with the consent of a specified majority of bondholders, either voting by written resolution or as a majority of those attending and voting at a meeting, and the Issuer is unlikely to have a blocking minority position in respect of any such resolution. The Issuer may further be restricted by the Servicing Agreement from voting on certain matters, particularly extensions of maturity, which may be considered at a bondholder meeting. Consequently, material terms of a Senior Secured Bond may be varied without the consent of the Issuer.

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

Some Collateral Debt Obligations may bear interest at a fixed rate, for example high yield bonds. Risks associated with fixed rate obligations are discussed at 4.19 "*Interest Rate Risk*".

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

Senior Obligations and Mezzanine Obligations also generally provide for restrictive covenants designed to limit the activities of the Obligors thereunder in an effort to protect the rights of lenders to receive timely payments of interest on, and repayment of, principal of the loans. Such covenants may include

restrictions on dividend payments, specific mandatory minimum financial ratios, limits on total debt and other financial tests. A breach of covenant (after giving effect to any cure period) under a Senior Obligation or Mezzanine Obligation which is not waived by the lending syndicate normally is an event of acceleration which allows the syndicate to demand immediate repayment in full of the outstanding loan.

However, although any particular Senior Obligation or Mezzanine Obligation may share many similar features with other loans and obligations of its type, the actual terms of any Senior Obligation or Mezzanine Obligation will have been a matter of negotiation and will be unique. Any such particular loan may contain non-standard terms and may provide less protection for creditors than may be expected generally, including in respect of covenants, events of default, security or guarantees.

Limited Liquidity, Prepayment and Default Risk in relation to Senior Obligations, Second Lien Loans and Mezzanine Obligations

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

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

Increased Risks for Mezzanine Obligations

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

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

Mezzanine Obligations are likely to be subject to intercreditor arrangements that may include restrictions on the ability of the holders of the relevant Mezzanine Obligations from taking independent enforcement action.

Investing in Cov-Lite Loans involves certain risks

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

Characteristics of High Yield Bonds

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

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

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

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

In the case of High Yield Bonds issued by Obligors with their principal place of business in Europe, structural subordination of High Yield Bonds, coupled with the relatively shallow depth of the European high yield market, leads European high yield defaults to realise lower average recoveries than their U.S. counterparts. Another factor affecting recovery rates for European high yield bonds is the bankruptcy

regimes applicable in different European jurisdictions and the enforceability of claims against the high yield bond issuer. See 4.26 "*Insolvency Considerations relating to Collateral Debt Obligations*". It must be noted, however, that the overall probability of default (based on credit rating) remains similar for both U.S. and European credits; it is the severity of the effect of any default that differs between the two markets as a result of the aforementioned factors.

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

The Servicer may, in accordance with its portfolio management practices and subject to the Transaction Documents, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any underlying asset, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of an underlying asset could postpone the expected maturity of the Notes and/or reduce the likelihood of timely and complete payment of interest on or principal of the Notes.

Investing in Second Lien Loans involves certain risks

The Collateral Debt Obligations may include Second Lien Loans, each of which will be secured by collateral, but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to other secured obligations of the Obligors secured by all or a portion of the collateral securing such secured loan. Second Lien Loans are typically subject to intercreditor arrangements, the provisions of which may prohibit or restrict the ability of the holder of a Second Lien Loan to (i) exercise remedies against the collateral with respect to their second liens; (ii) challenge any exercise of remedies against the collateral by the first lien lenders with respect to their first liens; (iii) challenge the enforceability or priority of the first liens on the collateral; and (iv) exercise certain other secured creditor rights, both before and during a bankruptcy of the borrower. In addition, during a bankruptcy of the Obligor, the holder of a Second Lien Loan may be required to give advance consent to (a) any use of cash collateral approved by the first lien creditors; (b) sales of collateral approved by the first lien lenders and the bankruptcy court, so long as the second liens continue to attach to the sale proceeds; and (c) "debtor-in-possession" financings.

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

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

Characteristics of Unsecured Senior Loans

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

4.8. Corporate Rescue Loans

Corporate Rescue Loans are made to companies that have experienced, or are experiencing, significant financial or business difficulties such that they have become subject to bankruptcy or other reorganisation and liquidation proceedings and thus involve additional risks. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is no assurance that the Issuer will correctly evaluate the value of the assets securing the Corporate Rescue Loan or the prospects for a successful reorganisation or similar action and accordingly the Issuer could suffer significant losses on its investments in such Corporate Rescue Loan. In any reorganisation or liquidation case relating to a company in which the Issuer invests, the Issuer may lose its entire investment, may be required to accept cash or securities with a value less than the Issuer's original investment and/or may be required to accept payment over an extended period of time.

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

Although a Corporate Rescue Loan may be unsecured, where the Obligor is subject to U.S. bankruptcy law, it has a priority permitted by section 364(c) or section 364(d) under the United States Bankruptcy Code and at the time that it is acquired by the Issuer is required to be current with respect to scheduled payments of interest and principal (if any). This will not typically be the case for Obligors who are not subject to U.S. bankruptcy proceedings.

4.9. Bridge Loans

Bridge Loans are generally a temporary financing instrument and as such the interest rate may increase after a short period of time in order to encourage an Obligor to refinance the Bridge Loan with more long-term financing. If an Obligor is unable to refinance a Bridge Loan, the interest rate may be subject to an increase and as such Bridge Loans may have greater credit and liquidity risk than other types of loans.

4.10. Collateral Enhancement Obligations

All funds required in respect of the purchase price of any Collateral Enhancement Obligations and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time as well as from Contributions by Noteholders in accordance with the Conditions. Such Balance shall be comprised of all sums deposited therein from time to time which will comprise interest payable in respect of the Subordinated Notes which the Servicer, acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payment rather than being paid to the Subordinated Noteholders. The aggregate amount which may be credited to the Collateral Enhancement Account in accordance with the Priorities of Payment are subject to the following caps: (i) in aggregate on any particular Payment Date, such amount may not exceed €2,500,000 and (ii) the cumulative maximum aggregate total in respect of all Payment Dates may not exceed €15,000,000.

The Servicer is under no obligation whatsoever to exercise its discretion (acting on behalf of the Issuer) to take any of the actions described above and there can be no assurance that the Balance standing to the credit of the Collateral Enhancement Account will be sufficient to fund the exercise of any right or option under any Collateral Enhancement Obligation at any time. The ability of the Servicer (acting on behalf of the Issuer) to exercise any rights or options under any Collateral Enhancement Obligation will be dependent upon there being sufficient amounts standing to the credit of the Collateral Enhancement Account to pay the costs of any such exercise. Failure to exercise any such right or option may result in a reduction of the returns to the Subordinated Noteholders (and, potentially, Noteholders of other Classes).

To the extent that there are insufficient sums standing to the credit of the Collateral Enhancement Account from time to time to purchase or exercise rights under Collateral Enhancement Obligations

which the Servicer determines on behalf of the Issuer should be purchased or exercised, the Servicer may, at its discretion, pay amounts required in order to fund such purchase or exercise (each such amount, an "**Servicer Advance**") to such account pursuant to the terms of the Servicing Agreement. All such Servicer Advances shall be repaid (together with interest thereon) out of the Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payment.

4.11. Limited Control of Administration and Amendment of Collateral Debt Obligations

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

The Servicer may, in accordance with its portfolio management practices and subject to the Trust Deed and the Servicing Agreement, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any underlying asset, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of an underlying asset could postpone the expected maturity of the Notes and/or reduce the likelihood of timely and complete payment of interest on or principal of the Notes.

4.12. Participations, Novations and Assignments

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

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

Participations by the Issuer in a Selling Institution's portion of the loan typically results in a contractual relationship only with such Selling Institution and not with the borrower under such loan. The Issuer would, in such case, only be entitled to receive payments of principal and interest to the extent that the Selling Institution has received such payments from the borrower. In purchasing Participations, the Issuer

generally will have no right to enforce compliance by the borrower with the terms of the applicable loan agreement and the Issuer may not directly benefit from the collateral supporting the loan in respect of which it has purchased a Participation. As a result, the Issuer will assume the credit risk of both the borrower and the Selling Institution selling the Participation. If the Selling Institution selling a Participation becomes insolvent, the Issuer may be treated as a general creditor of the Selling Institution and may not benefit from any set off between the Selling Institution and the borrower and the Issuer may suffer a loss to the extent that the borrower sets off claims against the Selling Institution. The Issuer may purchase a Participation from a Selling Institution that does not itself retain any economic interest in the loan, and therefore, may have limited interest in monitoring the terms of the loan agreement and the continuing creditworthiness of the borrower. When the Issuer holds a Participation in a loan it generally will not have the right to participate directly in any vote to waive enforcement of any covenants breached by a borrower. A Selling Institution voting in connection with a potential waiver of a restrictive covenant may have interests which are different from those of the Issuer and such Selling Institutions may not be required to consider the interest of the Issuer in connection with the exercise of its votes. Whilst the Issuer may have a right to elevate a Participation to a direct interest in the participated loan, such right may be limited by a number of factors.

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

Additional risks are therefore associated with the purchase of Participations by the Issuer as opposed to Assignments.

4.13. V**oting Restrictions on Syndicated Loans for Minority Holders**

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

4.14. Counterparty Risk

Assignments, Participations and Hedge Transactions involve the Issuer entering into contracts with counterparties. Pursuant to such contracts, the counterparties agree to make payments to the Issuer under certain circumstances as described therein. The Issuer will be exposed to the credit risk of the counterparty with respect of any such payments. Counterparties in respect of Participations and Hedge Transactions are required to satisfy the applicable Rating Requirement, upon entry into the applicable contract or instrument.

If a Hedge Counterparty is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, there will generally be a termination event under the applicable Hedge Agreement unless, within the applicable grace period following such rating withdrawal or downgrade, such Hedge Counterparty either transfers its obligations under the applicable Hedge Agreement to a replacement counterparty with the requisite ratings, obtains a guarantee of its obligations by a guarantor with the requisite ratings, collateralises its obligations in a manner satisfactory to the Rating Agencies or employs some other strategy as results in the rating of the Rated Notes being maintained at their then current level within the remedy period specified in the ratings criteria of the Rating Agencies.

Similarly, the Issuer will be exposed to the credit risk of the Account Bank and the Custodian to the extent of, respectively, all cash of the Issuer held in the Accounts and all Collateral of the Issuer held by the Custodian. If the Account Bank or the Custodian is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, the Issuer shall use its reasonable endeavours to procure the appointment of a replacement Account Bank or Custodian, as the case may be, with the applicable Rating Requirement and within the time limits prescribed for such action in the applicable Transaction Documents. There can be no assurance that the applicable Hedge Counterparty will be able to transfer its obligations to a suitable replacement counterparty or exercise any of the other aforementioned remedies within the specified remedy period. Failure to do so may result in interest rate or currency mismatches, which could adversely affect the ability of the Issuer to make payments on the Notes as the Issuer may not receive payments it would otherwise be entitled to from such Hedge Counterparty to cover its interest rate risk exposure or currency risk exposure in respect of Non-Euro Obligations for so long as the Issuer has not entered into a replacement Hedge Transaction (see 4.17 "*Interest Rate Risk*"). For further information, see the section of this Offering Circular titled "*Hedging Arrangements*".

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

4.15. Concentration Risk

Although no significant concentration with respect to any particular Obligor, industry or country is expected to exist at the Initial Measurement 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.

4.16. Credit Risk

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

4.17. Interest Rate Risk

The Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes bear interest at a floating rate based on EURIBOR. It is possible that Collateral Debt Obligations (in particular High Yield Bonds) may bear interest at fixed rates and there is no requirement that the amount or portion of Collateral Debt Obligations securing the Notes must bear interest on a particular basis.

In addition, any payments of principal or interest received in respect of Collateral Debt Obligations will generally be invested in Eligible Investments until shortly before the next Payment Date. There is no requirement that such Eligible Investments bear interest on a particular basis, and the interest rates available for such Eligible Investments are inherently uncertain.

As a result of these factors, it is expected that there will be a fixed/floating rate mismatch, floating rate basis mismatch, maturity date mismatch and/or mismatch in timing of determination of the applicable floating rate benchmark, in each case between the Notes and the underlying Collateral Debt Obligations and Eligible Investments. Such mismatch may be material and may change from time to time as the composition of the related Collateral Debt Obligations and Eligible Investments change and as the liabilities of the Issuer accrue or are repaid. As a result of such mismatches, changes in the level of EURIBOR could adversely affect the ability to make payments on the Notes. In addition, pursuant to the Servicing Agreement, the Servicer, acting on behalf of the Issuer, is authorised to enter into the Hedge Transactions in order to mitigate such interest rate mismatch from time to time, subject to receipt in each case of Rating Agency Confirmation in respect thereof and subject to certain regulatory considerations

in relation to swaps, discussed in 2.8 "*Commodity Pool Regulation*". However, the Issuer will depend on each Hedge Counterparty to perform its obligations under any Hedge Transaction to which it is a party and if any Hedge Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from such Hedge Counterparty to cover its interest rate risk exposure. Furthermore, the terms of the Hedge Agreements may provide for the ability of the Hedge Counterparty to terminate such Hedge Agreement upon the occurrence of certain events, including related to certain regulatory matters. Any such termination in the case of an Interest Rate Hedge Transaction would result in the Issuer's exposure to interest rate exposure increasing, and may result in the Issuer being required to pay a termination amount to the relevant Hedge Counterparty. See the section of this Offering Circular titled "*Hedging Arrangements*".

If a significant number of Collateral Debt Obligations pay interest on a semi-annual basis there may be insufficient interest received to make quarterly interest payments on the Notes prior to the occurrence of a Frequency Switch Event. In order to mitigate the effects of any such timing mis-match, the Issuer will hold back a portion of the interest received on Collateral Debt Obligations which pay interest less frequently than quarterly in order to make quarterly payments of interest on the Notes ("**Interest Smoothing**"). In addition, to mitigate re-set risk, a Frequency Switch Event shall occur if (amongst other things) a sufficient portion of the Collateral Debt Obligations re-set from quarterly to semi-annual pay, as more particularly described in the definition of "**Frequency Switch Event**". There can be no assurance that Interest Smoothing and the occurrence of a Frequency Switch Event shall be sufficient to mitigate any timing and reset risks, respectively.

There can be no assurance that the Collateral Debt Obligations and Eligible Investments securing the Notes will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Notes or that any particular levels of return will be generated on the Subordinated Notes.

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

To the extent that the European Central Bank's or other central bank's deposit rate from time to time results in obligors in respect of financial instruments held by the Issuer as Eligible Investments incurring negative deposit rates as a result of having issued such instruments and whilst such instruments remain outstanding, the Issuer (as holder of such instruments) may also be required to compensate the relevant obligors for such chargeable interest incurred in the form of a mandatory reduction in the principal amount outstanding of such instruments in accordance with their terms.

4.18. Long-Dated Collateral Debt Obligations

If the CLO is not redeemed prior to the Maturity Date, the Issuer (or the Servicer acting on its behalf) will be required to sell any Long-Dated Collateral Debt Obligations prior to the Maturity Date of the Notes at the then current market value. In such circumstances the Issuer (or the Servicer acting on its behalf) will not be able to hold on to such assets to obtain the best price. This could lead to less proceeds available to redeem the Notes on their Maturity Date.

4.19. Rising Interest Rates may render some Obligors unable to pay Interest on their Collateral Debt Obligations

Most of the Collateral Debt Obligations bear interest at floating interest rates. To the extent interest rates increase, periodic interest obligations owed by the related Obligors will also increase. As prevailing interest rates increase, some Obligors may not be able to make the increased interest payments on Collateral Debt Obligations or refinance their balloon and bullet Collateral Debt Obligations, resulting

in payment defaults, Defaulted Obligations and an inability of the Issuer to make payment on some or all Classes of Notes. Conversely if interest rates decline, Obligors may refinance their Collateral Debt Obligations at lower interest rates which could shorten the average life of the Notes.

4.20. Balloon Obligations and Bullet Obligations Present Refinancing Risk

The Collateral may consist of Collateral Debt Obligations that are either balloon obligations or bullet obligations. Balloon obligations and bullet obligations involve a greater degree of risk than other types of transactions because they are structured to allow for either small (balloon) or no (bullet) principal payments over the term of the loan, requiring the Obligor to make a large final payment upon the maturity of the Collateral Debt Obligation. The ability of such Obligor to make this final payment upon the maturity of the Collateral Debt Obligation typically depends upon its ability either to refinance the Collateral Debt Obligation prior to maturity or to generate sufficient cash flow to repay the Collateral Debt Obligation at maturity. The ability of any Obligor to accomplish any of these goals will be affected by many factors, including the availability of financing at acceptable rates to such Obligor, the financial condition of such Obligor, the marketability of the collateral (if any) securing such Collateral Debt Obligation, the operating history of the related business, tax laws and the prevailing general economic conditions. Consequently, such Obligor may not have the ability to repay the Collateral Debt Obligation at maturity, and the Issuer could lose all or most of the principal of the Collateral Debt Obligation. Given their relative size and limited resources and access to capital, some Obligors may have difficulty in repaying or refinancing their balloon and bullet Collateral Debt Obligation on a timely basis or at all.

4.21. Ratings on Collateral Debt Obligations

Credit ratings of Collateral Debt Obligations represent the rating agencies' opinions regarding their credit quality but are not a guarantee of such quality or performance. A credit rating is not a recommendation to buy, sell or hold Collateral Debt Obligations and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. If a credit rating assigned to any Collateral Debt Obligation is lowered for any reason, no party is obliged to provide any additional support or credit enhancement with respect to such Collateral Debt Obligation. Rating agencies attempt to evaluate the relative future creditworthiness of an obligation and do not address other risks, including but not limited to liquidity risk, market value or price volatility; therefore, ratings do 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 Debt Obligation (as is also the case in respect of the Rated Notes) 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 Collateral Debt Obligations 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 Collateral Debt Obligations that the Issuer holds from time to time will be subject to significant or severe adjustments downward.

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

reflecting comparable variation in the actual credit quality of the Collateral Debt Obligation in question. See the sections of this Offering Circular titled "*Ratings of the Notes*" and "*The Portfolio*".

There can be no assurance that rating agencies will continue to assign such ratings utilising the same methods and standards utilised as at the date of this Offering Circular despite the fact that such Collateral Debt Obligation might still be performing fully to the specifications set forth in its Underlying Instrument. Any change in such methods and standards could result in a significant rise in the number of CCC Obligations and Caa Obligations (as applicable) or Defaulted Obligations in the Portfolio, which could cause the Issuer to fail to satisfy the Coverage Tests on subsequent Determination Dates, which failure could lead to the early amortisation of some or all of one or more Classes of the Notes.

4.22. Insolvency Considerations relating to Collateral Debt Obligations

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

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

4.23. Lender Liability Considerations; Equitable Subordination

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

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

Because Affiliates of, or Persons related to, the Servicer may hold equity or other interests in Obligors of Collateral Debt 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 Debt Obligations that are obligations of non-United States Obligors are concerned, the laws of certain foreign jurisdictions may impose liability upon lenders or bondholders under factual

circumstances similar to those described above, with consequences that may or may not be analogous to those described above under United States federal and state laws.

4.24. Loan Repricing

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

4.25. Withholding Tax on the Collateral Debt Obligations

On the Issue Date, the Eligibility Criteria require that payments of interest on the Collateral Debt Obligations either will not be reduced by any withholding tax imposed by any jurisdiction or, if and to the extent that any such withholding tax does apply, either (i) such withholding tax can, upon the completion of the relevant procedural formalities, be sheltered by application being made under a double tax treaty or otherwise or (ii) the relevant Obligor will be obliged to make "gross up" payments to the Issuer that cover the full amount of such withholding tax. However, there can be no assurance that, as a result of any change in any applicable law, rule or regulation or interpretation thereof, the payments on the Collateral Debt Obligations might not in the future become subject to withholding tax or increased withholding rates in respect of which the relevant Obligor will not be obliged to gross up to the Issuer. In such circumstances, the Issuer may be able, but will not be obliged, to take advantage of (a) a double taxation treaty between Ireland and the jurisdiction from which the relevant payment is made, (b) the current applicable law in the jurisdiction of the Obligor or (c) the fact that the Issuer has taken a Participation in such Collateral Debt Obligations from a Selling Institution which is able to pay interest payable under such Participation gross. If the Issuer receives any interest payments on any Collateral Debt Obligation net of any applicable withholding tax, the Coverage Tests will be determined by reference to such net receipts. Such tax would also reduce the amounts available to make payments on the Notes. There can be no assurance that remaining payments on the Collateral Debt Obligations would be sufficient to make timely payments of interest and principal on the Notes of each Class and the other amounts payable in respect of the Notes on the Maturity Date. If payments in respect of Collateral Debt Obligations to the Issuer become subject to withholding tax, this may also trigger a Collateral Tax Event and result in an Optional Redemption of the Rated Notes in accordance with Condition 7(b)(i)(B) (*Optional Redemption in Whole—Subordinated Noteholders*).

4.26. Servicer

The Servicer is given authority in the Servicing Agreement to act as Servicer to the Issuer in respect of the Portfolio pursuant to and in accordance with the parameters and criteria set out in the Servicing Agreement. See the sections of the Offering Circular titled "*The Portfolio*" and "*Description of the Servicing Agreement*". The powers and duties of the Servicer in relation to the Portfolio include effecting, on behalf of the Issuer, in accordance with the provisions of the Servicing Agreement: (a) the sale of Collateral Debt Obligations upon the occurrence of certain events (including a Collateral Debt Obligation becoming a Defaulted Obligation or a Credit Impaired Obligation); and (b) the participation in restructuring and work-outs of Collateral Debt Obligations on behalf of the Issuer. See the section of this Offering Circular titled "*The Portfolio*". Any analysis by the Servicer (on behalf of the Issuer) of Obligors under Collateral Debt Obligations which it is purchasing (on behalf of the Issuer) or which are held in the Portfolio from time to time will, in respect of Collateral Debt Obligations which are publicly listed bonds, be limited to a review of readily available public information and in respect of Collateral Debt Obligations which are bonds which are not publicly listed, any analysis by the Servicer (on behalf of the

Issuer) will be in accordance with standard review procedures for such type of bonds and, in respect of Collateral Debt Obligations which are Assignments or Participations of senior and mezzanine loans and in relation to which the Servicer has non-public information, such analysis will include due diligence of the kind common in relation to loans of such kind. Any analysis by the Servicer (on behalf of the Issuer) in respect of Collateral Enhancement Obligations will be in accordance with standard review procedures for such type of assets.

In addition, the Servicing Agreement places significant restrictions on the Servicer's ability to buy and sell Collateral Debt Obligations. Accordingly, during certain periods or in certain specified circumstances, the Servicer may be unable to buy or sell Collateral Debt Obligations or to take other actions which it might consider in the best interest of the Issuer and the Noteholders, as a result of such restrictions.

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

4.27. No Placement Agent Role Post-Closing

The Placement Agent takes no responsibility for, and has no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Portfolio or the actions of the Servicer or the Issuer and has no authority to advise the Servicer or the Issuer or to direct their actions, which will be solely the responsibility of the Servicer and the Issuer. If the Placement Agent or its Affiliates acts as Hedge Counterparty or owns Notes, they will have no responsibility to consider the interests of any other owner of Notes with respect to actions they take or refrain from taking in such capacity. While the Placement Agent may own a portion of certain Classes of Rated Notes on the Issue Date and 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. See 5 "*Certain conflicts of interest – Certain Conflicts of Interest Involving or Relating to the Placement Agent and its Affiliates*".

4.28. Disposition of Collateral Debt Obligations

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

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

4.29. Valuation Information; Limited Information

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

and will not be required to disclose such information to the Noteholders. In particular, the Servicer will not have any obligation to keep any of these parties informed as to matters arising in relation to any Collateral Debt Obligations, except as may be required in connection with the regular reports prepared by the Issuer (or the Collateral Administrator on behalf of the Issuer) in accordance with the Trust Deed.

The Noteholders and the Trustee will not have any right to inspect any records relating to the Collateral Debt Obligations, and the Servicer 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 Debt Obligations, unless (i) specifically required by the Servicing Agreement or (ii) following its receipt of a written request from the Trustee, the Servicer in its sole discretion determines that the disclosure of such further information or evidence regarding the existence or terms of, or the identity of any Obligor on, any Collateral Debt Obligation to the Trustee would not be prohibited by applicable law or the Underlying Instruments relating to such Collateral Debt Obligation, in which case the Servicer will disclose such further information or evidence to the Trustee; 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 Trust Deed. Furthermore, the Servicer 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.

4.30. Static Transactions

This transaction is a static collateralised loan obligation transaction. As a result, each Collateral Debt Obligation acquired or committed to be acquired by the Issuer on or prior to the Issue Date will be retained by the Issuer even if it would be in the best interests of the Issuer and the holders of the Notes to assign, terminate or dispose of certain Collateral Debt Obligations, except in certain limited circumstances described under "Term Sheet—Sales of Collateral Debt Obligations", in which case such Collateral Debt Obligations may be disposed of at the direction of the Servicer subject to certain conditions and pursuant to the terms of the Trust Deed. The Issuer will not be permitted to acquire additional Collateral Debt Obligations after the Issue Date, whether with the sale proceeds from the sale of a Collateral Debt Obligation or otherwise.

5. RISKS RELATING TO THE SERVICER

5.1. Recently-Formed Entity

The Servicer is a recently formed Delaware series limited liability company and has no operating history other than in connection with the arrangements entered into to acquire Collateral Debt Obligations prior to the Issue Date and described herein. The Issuer will be the first CLO to be managed by the Servicer. Accordingly, the Servicer has a limited performance history to be considered in making a decision to invest in the Notes.

5.2. Past performance of Servicer Parties not indicative

The past performance of any portfolio, account, client, fund or investment vehicle ("**Other Accounts**") managed by affiliates of the Servicer, Palmer Square Capital Management LLC ("**PSCM**" or the "**Shared Service Provider**"), employees of PSCM and/or one or more affiliates of PSCM (collectively with the Servicer, the "**Servicer Parties**" and each, a "**Servicer Party**") may not be indicative of the results that the Issuer may be able to achieve with the Assets by virtue of the services provided by PSCM under the Shared Services Agreement. Similarly, the past performance of PSCM and principals or affiliates thereof over a particular period may not be indicative of the results that may occur in future periods. Furthermore, the nature of, and risks associated with, the Issuer's investments may differ from those investments and strategies undertaken historically by PSCM and principals and affiliates thereof (particularly investments and strategies which permit acquisition of collateral assets after the issue date and discretionary sale of collateral assets) in connection with such Other Accounts. There can be no assurance that the Issuer's investments will perform as well as the Other Accounts, that the Issuer will be able to avoid losses or that the Issuer will be able to make investments similar to such past investment made on behalf of the Other Accounts. In addition, such Other Accounts may have been made utilizing a leveraged capital structure and 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 criteria that govern

investments in the Assets do not govern the principals' investments and investment strategies generally, such investments conducted in accordance with such criteria, and the results they yield, are not directly comparable with, and may differ substantially from, other investments undertaken by the Other Accounts.

5.3. The Issuer will depend on the managerial expertise available to the Servicer

The performance of the Notes will be highly dependent upon the skills of the Servicer in analysing and managing the Collateral Debt Obligations. The Issuer is not a direct beneficiary of employment and/or other arrangements between the Servicer and the investment professionals and/or other parties employed by or otherwise made available to the Servicer, including pursuant to the Shared Services Agreement, which arrangements are in any event subject to change without notice to, or the consent of, the Issuer. Furthermore, individuals not currently associated with the Servicer may become associated with the Servicer and the performance of the Collateral Debt Obligations may also depend on the financial and managerial experience of such individuals. Although such investment professionals will devote such time as they determine in their discretion is reasonably necessary to fulfil the Servicer's obligations to the Issuer, they will not devote all of their professional time to the affairs of the Issuer.

5.4. The Servicer will depend on PSCM for the provision of certain services

In performing its obligations under the Servicing Agreement, the Servicer will depend, in large part, upon the skill and expertise of the Shared Personnel under the Shared Services Agreement between the Servicer and PSCM, who, in each case, will be responsible for the day-to-day operations and management of the Servicer. While the Shared Service Provider has endeavored to ensure that key Shared Personnel are suitably incentivised, there can be no assurance or guarantee that any such Shared Personnel made available (or expected to be made available) by the Shared Service Provider to the Servicer will in fact be or continue at any time to be made available to the Servicer.

In the event of a departure of Shared Personnel from the Shared Service Provider, such individual may only continue its services for the Shared Service Provider if consented to by the Shared Service Provider in its role as the managing member of the Servicer, and there can be no guarantee that the Shared Service Provider would consent to such Shared Personnel's continued service or would be able to recruit a suitable replacement or that any delay in doing so would not adversely affect the ability of the Servicer to perform its obligations. If any personnel of the Shared Service Provider were to depart or the Shared Service Provider were unable to recruit individuals with similar experience and capabilities, the Shared Service Provider may not be able to provide services of the level expected or required by the Servicer, which could have a material adverse effect on the ability of the Servicer to perform its obligations under the Servicing Agreement and, hence, on the performance of the Notes.

PSCM will also provide a number of services to the Servicer under the Shared Services Agreement which are essential to the success of the Servicer. If such services for any reason were no longer provided or able to be provided, including if PSCM were terminated in its various roles at the Servicer (including as Shared Service Provider), this may have a material and adverse effect on the business, financial condition, and the results of operations of the Servicer and/or the value of the Notes.

In addition to the professionals made available to the Servicer pursuant to the Shared Services Agreement, the Servicer may from time to time hire consultants, advisers or other professionals on behalf of the Issuer. There can be no assurance that the advice offered by any such professionals will not conflict with the interest of the holders of one or more Classes of Notes. The fees of any such professionals will be paid by the Issuer as Administrative Expenses.

Moreover, the Servicing Agreement may be terminated under certain circumstances, and the Servicer may resign or be removed subject to certain conditions. There can be no assurance that any successor servicer would have the same level of skill in performing the obligations of the Servicer, in which event payments on the Notes could be reduced or delayed. See "*Description of the Servicing Agreement*".

5.5. Allocation of Fees and Expenses

The Shared Service Provider may from time to time incur fees, costs and expenses on behalf of the Issuer. To the extent such fees, costs and expenses are incurred for the account or for the benefit of the Issuer

and Other Accounts of the Shared Service Provider, the Issuer will typically bear an allocable portion of any such fees, costs, and expenses. Although the Shared Service Provider will endeavor to allocate such fees, costs and expenses on a fair and reasonable basis, there can be no assurance that such fees, costs and expenses will in all cases be allocated ratably.

5.6. Misconduct of Employees or Service Providers

There is a risk that employees or officers of the Shared Service Provider could engage, or be accused of engaging, in misconduct that adversely affects the Issuer. The Servicer is subject to a number of obligations and standards under Applicable Law. The violation of these obligations and standards by any of its Shared Personnel could adversely affect the Issuer, even though neither the Issuer nor the Servicer may be unable to control or mitigate such misconduct. The Servicer and the Shared Service Provider are often required to deal with confidential matters of great significance. If employees or officers of the Servicer or Shared Service Provider were improperly to use or disclose confidential information, the Servicer and the Shared Service Provider could suffer serious harm to their reputation, financial position and current and future business relationships, as well as face potentially significant litigation. It is not always possible to detect or deter employee or officer misconduct, and the extensive precautions taken to detect and prevent this activity may not be effective in all cases.

5.7. Holders will have no right to manage the Collateral Debt Obligations.

The Issuer's activities will generally be directed by the Servicer. The Holders of the Notes will generally not make decisions with respect to the management, disposition or other realisation of any Collateral Debt Obligation, or other decisions regarding the business and affairs of the Issuer. Consequently, the success of the Issuer will depend, in large part, on the financial and managerial expertise of the investment professionals and/or other parties made available to the Servicer, including through the Shared Services Agreement. There can be no assurance that such investment professionals (or other parties) will continue to serve in their current positions or continue to be employed by the Servicer or the Shared Service Provider. In the event that one or more of the investment professionals of the Servicer or the Shared Service Provider were to leave the Servicer or the Shared Service Provider, as applicable, the Servicer and/or the Shared Service Provider would have to reassign responsibilities internally and/or hire one or more replacement employees, and the foregoing could have a material adverse effect on the performance of the Issuer. See "*The Term Sheet—Certain Transaction Parties—The Servicer*" and "*Description of the Servicing Agreement*".

5.8. The Servicer is subject to potential litigation and regulatory actions

There can be no assurance that the Servicer, PSCM or their respective affiliates will avoid potential third-party or other litigation or regulatory actions under existing laws and regulations or laws and regulations enacted in the future, including changes in the interpretation or enforcement of existing laws and rules by any governmental authority. The Servicer expects that it will be subject to ordinary course regulatory examinations.

Recent SEC enforcement actions and settlements involving U.S.-based investment advisers have involved a number of issues, including among others, the undisclosed allocation of the fees, costs and expenses related to unconsummated co-investment transactions (e.g., the allocation of broken deal expenses), 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. If the SEC or any other governmental authority takes issue with the past or future practices of the Servicer or PSCM or any of their respective affiliates, the Servicer, PSCM 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 Servicer or PSCM or any of their respective affiliates was small in monetary amount, the adverse publicity relating to, and time spent on, the investigation, proceeding or imposition of these sanctions could harm the Issuer, the Servicer, PSCM and/or their respective affiliates' reputations, which would 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 burdensome new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or change or enhance the interpretation or enforcement of existing laws and regulations. Any such events or changes could occur during the term of the Notes and may materially and adversely affect the Servicer, its affiliates (including PSCM) 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.

5.9. Failure to Comply with the Advisers Act May Have an Adverse Effect on the Servicer's Performance

The Servicer intends to register as an investment adviser under the Advisers Act after the Issue Date. The failure to comply with the requirements imposed on the Servicer under the Advisers Act may have a significant adverse effect on the Servicer's ability to perform its duties to the Issuer. Although the Servicer believes the practices it follows are consistent with those of other similarly-situated investment advisers within the United States, any allegations of wrongdoing by the Servicer could ultimately lead to one or more formal or informal investigations, proceedings and/or enforcement actions by the SEC or another applicable governmental authority. Furthermore, the Servicer's ability to source and execute transactions for the Issuer may also be adversely affected by negative publicity arising from any regulatory compliance failures under the Advisers Act or other inappropriate behaviour attributed to or any other negative publicity related to the Servicer, or any of its affiliates or their investment professionals.

5.10. The Servicer may receive investment recommendations from Holders of the Notes

In connection with the offering of the Notes, potential holders of the Notes may have contacted the Servicer prior to the Issue Date and made recommendations in connection with evaluating their potential investment. Any such recommendation (whether made before or after the Issue Date), if adopted, may be adverse to the interests of certain holders of certain Classes of the Notes, because the interests of holders of Notes generally will vary by class and certain other factors. Although the Servicer has and, after the Issue Date, will have, no restrictions on its ability to communicate with any such holders or potential holders of the Notes (except as provided by applicable law or confidentiality requirements), it will be under no obligation to adopt any such recommendation. However, there can be no assurance that such discussions will not influence the actions or inactions of the Servicer in its role as servicer for the Issuer, which actions or inactions may have material and adverse effects on the performance of the Notes. The Servicer may pursue any investment strategy that is consistent with the Trust Deed and the Servicing Agreement, and may in its sole discretion change such strategy from time to time in the future without the approval of, prior consultation with, or notice to, any holder. Regardless of any recommendations or requests of individual holders or potential holders and/or groups of holders or potential holders of Notes, the Servicer will make investment decisions for the Issuer as the Servicer believes to be in the economic interests of the portfolio of Assets generally, subject to and in accordance with the requirements under the Trust Deed and the Servicing Agreement.

5.11. Rebates

The Servicer expects to, in its sole discretion, agree with one or more Noteholders to rebate a portion of its Servicing Fees. If any such agreement is made, the Servicer will not be obliged to enter into similar agreements with or to notify other Noteholders. Such rebates may affect the incentives of the Servicer in managing the Collateral Debt Obligations and may also affect the actions of the relevant Noteholders in taking any actions it may be permitted to take in respect of the Notes, including votes concerning amendments.

6. CERTAIN CONFLICTS OF INTEREST

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

6.1. Servicer

The Issuer Will Be Subject to Various Conflicts of Interest Involving the Servicer and its Affiliates

The following briefly summarises certain potential and actual conflicts of interest which may arise from the overall investment activity of the Servicer, other Servicer Parties and Other Accounts, but is not intended to be an exhaustive list of all such conflicts.

The Servicer, as the Retention Holder, will be obligated to comply with the EU Retention Requirements as and to the extent described under "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements – Securitisation Regulation*". In addition, the Servicer will acquire all of the Subordinated Notes on the Issue Date and the Servicer Parties and Other Accounts may buy additional Notes at any time.

In the event that either an Optional Redemption, Tax Redemption or an acceleration of the Notes after an Event of Default occurs, the Servicer has the right to bid on all or a portion of the Collateral Debt Obligations for its own account or any Other Account, subject to the satisfaction of the requirements set forth in the Trust Deed.

Although the Servicer and certain of its officers and employees will devote such time and effort as may be reasonably required to enable the Servicer to discharge its duties to the Issuer under the Servicing Agreement, they will not devote all of their working time to the affairs of the Issuer. As part of their regular business, the Servicer Parties 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 Servicer and other Servicer Parties also provide investment advisory services, among other services. The Servicer and other Servicer Parties 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 Servicer and other Servicer Parties 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 Servicer and other Servicer Parties 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 Servicer and other Servicer Parties 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 Debt Obligations. The Servicer and other Servicer Parties will not be required to offer such securities or investments to the Issuer or provide notice of such activities to the Issuer.

Servicer Parties and Other Accounts may have invested and may continue to invest in debt obligations that would also be appropriate as Collateral Debt Obligations and may sell securities and loans for or on behalf of themselves and their managed accounts without selling such securities or loans for the Issuer and may sell securities or loans for the Issuer without selling such securities or loans for themselves or their managed accounts, subject to any restrictions applicable in the Investment Advisers Act. No Servicer Party 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. Servicer Parties may also have or establish relationships with companies whose debt obligations are Collateral Debt Obligations and may now or in the future own or seek to acquire equity securities or debt obligations issued by issuers of Collateral Debt Obligations, and such debt obligations may have interests different from or adverse to the securities that are Collateral Debt Obligations. Servicer Parties may in the future organise and manage one or more entities with objectives similar to or different from those of the Issuer. In addition, Servicer Parties may serve as a general partner and/or manager of limited partnerships or other entities organised to issue notes or certificates, similar to the Notes, which are secured by loans and other investments, or may manage third party accounts which invest in loans and other investments. Servicer Parties may also provide other advisory services for a customary fee to issuers whose debt obligations or other securities are Collateral Debt Obligations, and neither the holders of Notes nor the Issuer shall have any right to such fees. In connection with the foregoing activities, Servicer Parties may from time to time come into possession of material nonpublic information that limits the ability of the Servicer to effect a transaction for the Issuer, and the Issuer's investments may be constrained as a consequence of the Servicer'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.

Furthermore, the Servicer's ability to advise the Issuer to sell securities which are part of the Assets may be restricted by limitations contained in the Servicing Agreement and the Trust Deed. Accordingly, in certain specified circumstances, the Issuer may be unable to sell securities or to take other actions that the Servicer might consider in the best interest of the Issuer and the holders of Notes. The Servicer and other Servicer Parties 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 organised to issue collateralised bond or debt obligations secured by securities such as the Notes 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 Servicer 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 Servicer may furnish investment management and advisory services to others who may have investment policies similar to those followed by the Servicer with respect to the Issuer and who may own securities which are the same type as the Collateral Debt Obligations.

The Servicer may, to the extent permitted under applicable law, and subject to compliance with the applicable provisions of the Servicing Agreement, effect client cross-transactions where the Servicer causes a transaction to be effected between the Issuer and another account advised by it or any of its affiliates. In addition, with the prior authorisation of the Issuer, which can be revoked at any time, the Servicer may enter into agency cross-transactions where it or any of its affiliates acts as broker for the Issuer and for the other party to the transaction, to the extent permitted under applicable law and subject to compliance with the applicable provisions of the Servicing Agreement, in which case any such affiliate will receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to the transaction. In addition, subject to compliance with the applicable provisions of the Servicing Agreement, the Servicer may, to the extent permitted by applicable law, effect transactions between the Issuer and the Servicer and/or any of its Affiliates as principal.

The Servicer may make recommendations and effect transactions on behalf of itself, other Servicer Parties and Other Accounts which differ from those effected with respect to the Assets. The Servicer and the Servicer Parties may often be seeking simultaneously to purchase or sell investments for the Issuer, the Servicer, other Servicer Parties and Other Accounts, and the Servicer and the Servicer Parties will have the discretion to apportion such purchases or sales among such entities. The Servicer cannot assure equal treatment across its investment clients. When the Servicer and the Servicer Parties determine that it would be appropriate for the Issuer and one or more Servicer Parties or Other Accounts to participate in an investment opportunity or sell an investment, the Servicer and the Servicer Parties 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 Servicer and the Servicer Parties have determined to invest or sell at the same time for the Issuer and one or other Servicer Party or Other Account, the Servicer and the Servicer Parties will generally place combined orders for all such entities simultaneously and if all such orders are not filled at the same price, they will use reasonable efforts to allocate such purchases and sales in an equitable manner and in accordance with applicable law. Similarly, if an order on behalf of more than one such entity cannot be fully executed under prevailing market conditions, the Servicer and the Servicer Parties will allocate the investments traded among the Issuer and such other 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 Servicer, other Servicer Parties and/or Other Accounts.

The Servicer and the Servicer Parties may participate in creditors' committees with respect to the bankruptcy, restructuring or workout of issuers of Collateral Debt Obligations. In such circumstances, the Servicer may take positions on behalf of itself, other Servicer Parties and/or Other Accounts that are adverse to the interests of the Issuer in the Collateral Debt Obligations.

The Trust Deed and the Servicing Agreement (including the Tax Restrictions appended to the Servicing Agreement) place significant restrictions on the Servicer's ability to buy and sell Assets, and the Servicer is required to comply with these restrictions. Accordingly, during certain periods or in certain circumstances, the Servicer may be unable to buy or sell Assets 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 these restrictions.

The Servicer has advised the Issuer that, on the Issue Date, the Servicer will acquire 100% of the Principal Amount Outstanding of the Subordinated Notes and may acquire additional Notes in the future. It is expected that the Servicer Notes will be disregarded in respect of any vote on the removal of the Servicer for "cause." With respect to any vote in connection with the removal of Palmer Square Europe as the Servicer, Servicer Notes shall be disregarded and deemed not to be Outstanding, in connection with such vote. The investment in Notes by the Servicer may give the Servicer an incentive to take actions that may vary from the interests of the holders of other Rated Notes. In addition, for so long as the Servicer beneficially owns all or substantially all of the Subordinated Notes, the Servicer intends to reduce the amount of Subordinated Servicing Fees that it would otherwise be entitled to receive by waiving a portion of the Subordinated Servicing Fee payable to it on each Payment Date that occurs during such period. As a result, the Servicer may receive less compensation for the services it provides to the Issuer than it receives for investment advisory services provided to similar issuers where the management fees are not so reduced, or where the Servicer or other Servicer Parties own a smaller percentage of that issuer's Subordinated Notes.

Servicer Notes will be entitled to vote on the nomination of and consent to a successor to the Servicer if the Servicer is removed. No removal of the Servicer will be effective until a successor Servicer has been nominated and approved as described under "*The Servicing Agreement—Resignation or Removal of the Servicer*"; *provided* that after certain prescribed periods the removed Servicer or any holder of Notes may petition any court of competent jurisdiction for the appointment of a successor servicer. If Servicer Notes constitute either a Majority of the Subordinated Notes or a Majority of the Controlling Class, a removal of the Servicer may be delayed or prevented from becoming effective until such time as a court shall have been petitioned to appoint, and shall have appointed, a successor.

The Servicer may discuss this transaction, the composition of the Issuer's Assets or other matters relating to the transaction with its affiliates or clients purchasing Notes or with third party investors. There can be no assurance that any such discussions will not influence the Servicer's decisions.

Certain Related Party Transactions

The Servicer or the Issuer may (and the Shared Service Provider may advise the Servicer or the Issuer to) purchase debt obligations or securities held by, originated or syndicated by any Servicer Party, or otherwise engage in transactions among Affiliates, but only in accordance with the requirements of Section 206 of the Advisers Act and the internal policies of the Servicer or the Shared Service Provider, as applicable. If PSCM, as the managing member of the Servicer, or any officer of the Servicer shall propose that the Servicer or the Issuer engage in any transaction subject to Section 206(3) of the Advisers Act, the Servicer shall engage an independent review party that is not an Affiliate of the Servicer or any Servicer Party (an “Independent Review Party”) to review such transactions, which shall be required to assess the merits of any transaction that requires the consent of the Servicer or the Issuer, as applicable, under Section 206(3) of the Advisers Act, and which shall either grant or withhold consent to such transaction in its sole judgment. For the avoidance of doubt, the board of directors of the Issuer (or any Person designated by such board of directors) may be treated as the Independent Review Party for the Issuer. Each holder consents by its purchase of a Note to the procedures described herein for resolving conflicts of interest.

Incentive Fees

The Servicer is entitled to the Senior Servicing Fee, the Subordinated Servicing Fee and in certain circumstances, the Incentive Servicing Fee in the priorities set forth herein, subject to the Priority of Payments as described herein and the availability of funds therefor. Because the Servicer will receive incentive-based fees for its management of the Issuer, and because PSCM, as Shared Service Provider, will receive such fees in exchange for providing services under the Shared Services Agreement, the Servicer, PSCM and their respective principals will have a conflict of interest between their responsibility to manage the Issuer for the benefit of the holders of the Notes and their interest in maximizing the incentive fee distributions that the Servicer will receive from the Issuer. For example, the Servicer may engage in riskier or more speculative investments than might be the case in the absence of such an arrangement. Additionally, the incentive fees of Issuer and the terms applicable to such fees may vary as compared to Other Accounts that may compete for investments with the CLO or invest in the same underlying obligors at different levels of the capital structure. Any Servicer Party may be incentivised to dedicate increased resources and allocate more profitable investment opportunities to Other Accounts bearing higher fees or performance-based compensation compared to the Issuer. The Servicer Parties

have adopted written allocation policies and procedures, as described in herein, to help address conflicts arising in the allocation of resources and investment opportunities among the Issuer and Other Accounts.

Pre-existing Relationships

PSCM and other Servicer Parties may have pre-existing relationships with a significant number of Underlying Obligors, including those that may issue potential Collateral Debt Obligations. Various Servicer Parties also have relationships with numerous investors, including institutional investors and their senior management. In addition, any Servicer Party may leverage its relationships with private equity sponsors who are affiliated with its clients as referral sources for investments. The existence and development of these relationships may influence whether or not the Servicer undertakes a particular investment in a Collateral Debt Obligation and, if so, the form and level of such investment. Similarly, the Shared Services Provider may take into consideration these relationships in its provision of services to the Servicer. Accordingly, there may be certain investments or strategies involving the management or realisation of particular investments that the Servicer will not undertake on behalf of the Issuer in view of such relationships.

The Issuer will be subject to various conflicts of interest involving PSCM as Shared Service Provider under the Shared Services Agreement

Certain of the potential and actual conflicts of interest described above with respect to the Servicer may also apply to PSCM in its capacity as Shared Service Provider under the Shared Services Agreement. PSCM, the Servicer, and other Servicer Parties may invest (directly or indirectly) in the interests of investment vehicles managed by the Servicer or PSCM. The investment in any Notes by PSCM, other Servicer Parties and/or Other Accounts may give the Servicer an incentive to take actions that may vary from the interests of the holders of other Classes of Notes. The Servicer will act in its own interests with respect to any Servicer Notes and such interests may conflict with or be adverse to the interests of such other holders.

Although the Issuer's activities will be directed by the Servicer, the Servicer will depend on PSCM to provide services to the Servicer under the Shared Services Agreement. Consequently, the Servicer's ability to carry out its obligations to the Issuer (and otherwise under the Transaction Documents to which it is party) will depend in large part on the arrangements agreed with PSCM in the Shared Services Agreement.

PSCM will provide certain services to the Servicer under the Shared Services Agreement, such as credit and market research, investment advice, portfolio management services and operational assistance. On the Issue Date, PSCM will be the only provider of such services to the Servicer, and PSCM will devote only such time as is reasonably necessary to uphold its duties under the Shared Services Agreement. PSCM is not a party to the Servicing Agreement or the Trust Deed and thus is under no duty, fiduciary or otherwise, to the Issuer or any holder of Notes other than in connection with its obligations to the Issuer under the Shared Services Agreement.

Investment professionals associated with PSCM are actively involved in other investment activities not concerning the Issuer or the Servicer and will not devote all of their professional time to the affairs of the Issuer or the Servicer. Any such investment professionals may cease to be associated with PSCM after the date hereof. In addition, individuals not currently associated with PSCM or the Servicer may become associated with PSCM.

6.2. Rating Agencies

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

6.3. Certain Conflicts of Interest Involving or Relating to 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 JPMorgan Chase & Co. and its Affiliates (including the Placement Agent, JPMorgan Chase Bank,

National Association ("**JPMCB**") and its Affiliates) (together, the "**J.P. Morgan Companies**") to the Issuer, the Trustee, the Servicer, the issuers of the Collateral Debt Obligations and other assets comprised in the Portfolio, as well as in connection with the investment, trading and brokerage activities of the J.P. Morgan Companies. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

J.P. Morgan Securities plc will serve as Placement Agent to the Issuer and will be paid fees and commissions for such service by the Issuer from the proceeds of the issuance of the Notes. If Notes are placed by the Placement Agent with investors at prices that differ from the issue price paid by the Placement Agent for the Notes, this may impact the amount of such net fee paid to the Placement Agent by the Issuer. One or more other J.P. Morgan Companies and one or more accounts or funds managed by a J.P. Morgan Company may from time to time hold Notes (the "**J.P. Morgan Holders**"). Without limitation to the foregoing, J.P. Morgan Holders may purchase certain unsold Notes and such purchases may be at prices which may be higher or lower than the prices at which such Notes were sold to other investors. No J.P. Morgan Holder will be required to retain any Notes acquired by it and a J.P. Morgan Holder may realise a gain in the secondary market by selling Notes purchased by it. J.P. Morgan Holders will be able to influence the voting of Classes of Notes which they hold, and thereby have an effect on certain aspects of the transaction generally. To the extent that one or more J.P. Morgan Holders hold sufficient Notes of the Controlling Class to exercise Ordinary Resolutions or Extraordinary Resolutions (as applicable), they will be able to exercise their influence to determine whether the Notes are accelerated during the occurrence and continuance of certain Events of Default and what remedies should be taken against the Issuer or the Collateral Debt Obligations. The interests of the J.P. Morgan Holders may not coincide with those of the other Noteholders at all times. Any J.P. Morgan Holder in its capacity as a Noteholder may act in its own commercial interest and need not consider whether its actions will have an adverse effect on the Issuer or the other holders. The J.P. Morgan Holders will have no responsibility for or obligation in respect of the Issuer and will have no obligation to own Notes on or after the Issue Date, or to retain Notes for any length of time. An Affiliate of the Placement Agent was also a lender to the Issuer in connection with the Warehouse Arrangements prior to the Issue Date. See 4.3 "*Acquisition of Collateral Debt Obligations Prior to the Issue Date*".

The J.P. Morgan Companies will not be limited in their activities relating to buying, holding or selling Notes or obligations constituting, or which may constitute, part of the Collateral Debt Obligations. Without limitation of the foregoing, at any time, one or more J.P. Morgan Companies may have a long or short position in, or enter into a hedge or derivative position relating to, any obligation constituting part of the Collateral Debt Obligations or any Class of Notes.

Prior to the Issue Date, JPMCB has provided the Warehouse Facility to the Issuer as described under 4.3 "*Acquisition of Collateral Debt Obligations Prior to the Issue Date*". Upon the occurrence of the Issue Date, the Warehouse Facility will terminate and JPMCB will be paid in full from the issuance proceeds received by the Issuer for the Notes. As a lender and administrative agent in connection with the Warehouse Facility, JPMCB has the right to approve all Collateral Debt Obligations which are selected and acquired under the Warehouse Facility (on behalf of the Issuer) and, in certain circumstances, JPMCB has the right to require or approve sales of Collateral Debt Obligations by the Issuer. JPMCB will exercise those rights solely for its own benefit as a lender, solely for its own benefit in such capacity and in a manner that protects its rights and interests as a creditor of the Issuer. No J.P. Morgan Company has done, and no J.P. Morgan Company will do, any analysis of the Collateral Debt Obligations acquired or sold by the Issuer for the benefit of, or in a manner designed to further the interests of, any Noteholder.

The J.P. Morgan Companies are significant participants in the leveraged loan and high yield bond markets. The Issuer has purchased and sold prior to the Issue Date, and it is likely that the Issuer will purchase or sell after the Issue Date, Collateral Debt Obligations from, to or through one or more of the J.P. Morgan Companies (and such purchases or sales may relate to a significant portion of the Collateral Debt Obligations and may be at prices that differ from the market values of the relevant Collateral Debt Obligations at the time of purchase) and will also have purchased or sold, or will purchase or sell (as applicable) Collateral Debt Obligations with respect to which a J.P. Morgan Company acted as underwriter, arranger, lender or administrative agent or in a similar capacity as further described below (and such Collateral Debt Obligations may constitute a significant portion of the Portfolio).

Certain Eligible Investments may be issued, managed or underwritten by one or more of the J.P. Morgan Companies. One or more of the J.P. Morgan Companies may provide investment banking, commercial

banking, asset management, financing and financial advisory services and products to the Servicer, its Affiliates, and funds managed by the Servicer 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 Servicer, its Affiliates, and funds managed by the Servicer and its Affiliates.

As a result of such transactions or arrangements, one or more of the J.P. Morgan Companies may have interests adverse to those of the Issuer and the Noteholders. The J.P. Morgan Companies 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 J.P. Morgan Companies 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.

One or more of the J.P. Morgan Companies 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 Debt Obligations;

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

- be a counterparty to issuers of certain of the Collateral Debt Obligations under swap or other derivative agreements;

- provide finance under the Warehouse Facility in respect of certain assets;

- be a Hedge Counterparty under a Hedge Agreement with the Issuer;

- sell Collateral Debt Obligations to the Issuer, including Collateral Debt Obligations in respect of which the J.P. Morgan Companies act as underwriter, arranger, lender, obligor or administrative agent;

- be a Selling Institution with respect to a Participation;

- lend to certain of the issuers of Collateral Debt Obligations or their respective Affiliates or receive guarantees from the issuers of those Collateral Debt Obligations or their respective Affiliates;

- provide other investment banking, asset management, commercial banking, financing or financial advisory services to the issuers of Collateral Debt Obligations or their respective Affiliates; or

- have an equity interest, which may be a substantial equity interest, in certain Obligors of the Collateral Debt Obligations or their respective Affiliates.

When acting as a trustee, facility agent, paying agent or in other service capacities with respect to a Collateral Debt Obligation, the J.P. Morgan Companies will be entitled to fees and expenses senior in priority to payments to such Collateral Debt Obligation. When acting as a trustee for other classes of securities issued by the issuer of a Collateral Debt Obligation or an Affiliate thereof, the J.P. Morgan Companies 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 Debt 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 Debt Obligation is a part. As a counterparty under swaps and other derivative agreements (including without limitation, under a Hedge Agreement), the J.P. Morgan Companies might take actions adverse to the interests of the Issuer, including, but not limited to, demanding collateralisation 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 J.P. Morgan Companies 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 Debt Obligations may enhance the profitability or value of investments made by the J.P. Morgan Companies in the issuers thereof. As a result of all such transactions or arrangements between the J.P. Morgan Companies and issuers of Collateral Debt Obligations or their respective Affiliates, the J.P. Morgan Companies may have interests that are contrary to the interests of the Issuer and the Noteholders. Further, additional J.P. Morgan Companies may subsequently become Hedge Counterparties. The interests of such entities as a Hedge Counterparty may not coincide with those of Noteholders at all times. Such entities, in their capacities as Hedge Counterparties, may act in their own commercial interest and need not consider whether their actions will have an adverse effect on the Issuer or the Noteholders (including, without limitation, if a J.P. Morgan Company as a Hedge Counterparty chooses not to exercise its prior written consent pursuant to Condition 14(c) (*Modification and Waiver*)).

As part of their regular business, the J.P. Morgan Companies 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 J.P. Morgan Companies 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 J.P. Morgan Companies 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 J.P. Morgan Companies may, by virtue of the relationships described above or otherwise, at the date hereof or at any time hereafter, be in possession of information regarding certain of the issuers of Collateral Debt Obligations and their respective Affiliates, that is or may be material in the context of the Notes and that is or may not be known to the general public. None of the J.P. Morgan Companies 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.

7. INVESTMENT COMPANY ACT

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

No opinion or no-action position has been, nor will be requested of the SEC with respect to the status of the Issuer as an investment company under the Investment Company Act.

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

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule 144A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is a QIB/QP (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI and a QP).

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines that any holder of an interest in a Rule 144A Note is a Non-Permitted Holder, the Issuer shall require the sale of the relevant Notes subject to and in accordance with the Conditions. See 3.30 "Forced Transfer".

8. RISKS RELATING TO THE ISSUER UNDER IRISH LAW

8.1. Lack of Operating History

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

8.2. Preferred Creditors under Irish Law and Floating Charges

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders and other Secured Parties, the Noteholders (and other Secured Parties) may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular, under Irish law, upon an insolvency of an Irish company, such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, certain rates and taxes, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the relevant Irish courts. See 7.3 "*Examinership*".

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

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

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

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

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

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

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security over the relevant charged assets would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

(a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;

(b) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up even if crystallised prior to the commencement of winding-up;

(c) they rank after certain insolvency remuneration expenses and liabilities;

(d) the examiner of a company has certain rights to deal with the property covered by the floating charge; and

(e) they rank after fixed charges.

8.3. Examinership

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

The Issuer, the Directors, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

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

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

The fact that the Issuer is a special purpose vehicle and that all of its liabilities should be of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer. However, if for any reason an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

(a) the potential for a compromise or scheme of arrangement being approved involving the writing down or rescheduling of the debt due by the Issuer to the Noteholders as secured by the Trust Deed;

(b) the Trustee, acting for and on behalf of the Secured Parties, would not be able to enforce rights against the Issuer during the period of examinership;

(c) the potential for the examiner to seek to set aside any negative pledge in the Notes prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and

(d) if a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the monies and liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Parties under the Notes or the Transaction Documents.

8.4. Irish Taxation Position of the Issuer

Interest payments on the Notes may be subject to Irish withholding tax if there is a change in Irish tax law or if the various exemption conditions set forth under the section of this Offering Circular titled "*Tax Considerations - Irish Taxation - Taxation of Noteholders -Withholding Tax*" are not fulfilled. The Issuer is not obligated to gross up or otherwise compensate Noteholders for withholding taxes incurred. This may, therefore, affect the return which Noteholders received on the Notes.

Changes in Irish tax laws may adversely impact the Issuer's business and the value of the Noteholders' investment.

The Issuer is treated as a securitisation vehicle which is taxed pursuant to Section 110 of the Taxes Consolidation Act 1997 ("**TCA**"). There is no guarantee that the tax treatment of an Irish securitisation company will not change in the future. The tax deductibility of the Issuer's interest costs will depend on the applicability of Section 110 TCA and the current revenue practice in relation to that matter. If these rules change this may have an impact on the return for Noteholders.

TERMS AND CONDITIONS OF THE NOTES

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

The issue of €129,000,000 Class A Senior Secured Floating Rate Notes due 2030 (the "**Class A Notes**"), €18,400,000 Class B Senior Secured Floating Rate Notes due 2030 (the "**Class B Notes**"), €14,500,000 Class C Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class C Notes**"), €11,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class D Notes**"), €8,300,000 Class E Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class E Notes**"), €3,200,000 Class F Senior Secured Deferrable Floating Rate Notes due 2030 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**") and €14,300,000 Subordinated Notes due 2030 (the "**Subordinated Notes**" and together with the Rated Notes, the "**Notes**") of Palmer Square European Loan Funding 2020-1 Designated Activity Company (the "**Issuer**"), was authorised by a resolution of the board of Directors dated on or about 2 October 2020. The Notes are constituted by a trust deed dated 6 October 2020 (the "**Trust Deed**") made between, amongst others, the Issuer and Citibank N.A., London Branch, in its capacity as trustee for the Noteholders and as security trustee for the Secured Parties (the "**Trustee**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Trust Deed).

These terms and conditions of the Notes (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes the forms of the certificates representing the Notes). The following agreements have been or will be entered into in relation to the Notes: (a) a placement agency agreement dated 6 October 2020 between the Issuer and the Placement Agent (the "**Placement Agency Agreement**"); (b) an agency agreement dated 6 October 2020 (the "**Agency Agreement**") between the Issuer, Citigroup Global Markets Europe AG as registrar (the "**Registrar**", which term shall include any successor or substitute registrars appointed pursuant to the terms of the Agency Agreement), Citibank N.A., London Branch as calculation agent, transfer agent, principal paying agent, account bank, information agent and custodian (respectively, the "**Calculation Agent**", "**Transfer Agent**" "**Principal Paying Agent**", "**Account Bank**", "**Information Agent**" and "**Custodian**", which terms shall include any successor or substitute calculation agent, transfer agent, principal paying agent, account bank, information agent or custodian, respectively, appointed pursuant to the terms of the Agency Agreement or the Servicing Agreement, as applicable) and the Trustee; (c) a servicing agreement dated 6 October 2020 (the "**Servicing Agreement**") between the Issuer, the Trustee, Palmer Square Europe Capital Management LLC as servicer (the "**Servicer**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Servicing Agreement) the Custodian, Virtus Group, LP as collateral administrator (the "**Collateral Administrator**" which terms shall include any successor collateral administrator appointed pursuant to the terms of the Servicing Agreement); and (d) a corporate services agreement dated 4 August 2020 (the "**Corporate Services Agreement**") between the Issuer and Maples Fiduciary Services (Ireland) Limited as corporate services provider (the "**Corporate Services Provider**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Corporate Services Agreement). Copies of the Trust Deed, the Agency Agreement, the Servicing Agreement and the Corporate Services Agreement are available for inspection, during usual business hours, at the registered office of the Issuer (presently at 32 Molesworth Street, Dublin 2, Ireland) and at the specified offices of the Principal Paying Agent and each Transfer Agent for the time being. The holders of each Class of Notes are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Deed. The holders of each Class of Notes are also deemed to have notice of all the provisions of each other Transaction Document.

All references to EU laws and regulations in these Conditions shall be read to include The European Union (Withdrawal Act) 2020, which implements such law and regulation into United Kingdom law and any subsequent UK legislation which replaces, amends, supersedes such law or regulation, in each case, as amended from time to time.

1 DEFINITIONS

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

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

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

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

(a) the Aggregate Principal Balance of the Collateral Debt Obligations (other than Defaulted Obligations, Discount Obligations and Deferring Securities); plus

(b) unpaid accrued interest purchased with Principal Proceeds (other than with respect to Defaulted Obligations); plus

(c) without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) (including Eligible Investments therein which represent Principal Proceeds but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments); plus

(d) in relation to a Deferring Security or a Defaulted Obligation, the lesser of its applicable Collateral Values; provided that, in the case of any Defaulted Obligation that has been a Defaulted Obligation for more than three years after the date on which it became a Defaulted Obligation and continues to be a Defaulted Obligation on such date, the amount to be determined under this paragraph (d) shall be zero; plus

(e) the aggregate, for each Discount Obligation, of the product of the: (i) purchase price (expressed as a percentage of par and excluding accrued interest); and (ii) Principal Balance of such Discount Obligation; minus

(f) the Excess CCC/Caa Adjustment Amount,

provided further,

(i) that, with respect to any Collateral Debt Obligation that satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation or Deferring Security and/or that falls into the Excess CCC Adjustment Amount, such Collateral Debt Obligation shall, for the purposes of this definition, be treated as belonging to the category of Collateral Debt Obligations which results in the lowest Adjusted Collateral Principal Amount on any date of determination;

(ii) in respect of each of paragraph (b), (c), (d), (e) and (f) above, any non-Euro amounts received will be converted into Euro at the Applicable Exchange Rate; and

(iii) in respect of paragraph (c) above,

Principal Proceeds to be received in respect of any sale of Collateral Debt Obligations in respect of which the Servicer on behalf of the Issuer has entered into a binding commitment to sell but is yet to settle shall be included,

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

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

(a) on a *pro-rata* and *pari passu* basis, to: (i) the Agents pursuant to the Agency Agreement (including by way of indemnity); (ii) the Collateral Administrator and the Information Agent, pursuant to the Servicing Agreement (including by way of indemnity); (iii) the Corporate Services Provider pursuant to the Corporate Services Agreement; and (iv) Euronext Dublin, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;

(b) on a *pro-rata* and *pari passu* basis:

(i) to any Rating Agency which may from time to time be requested to assign: (A) a rating to each of the Rated Notes; or (B) a confidential credit estimate to any of the Collateral Debt Obligations, for fees and expenses (including surveillance fees) in connection with any such rating or confidential credit estimate including, in each case, the ongoing monitoring thereof and any other amounts due and payable to any Rating Agency under the terms of the Issuer's engagement with such Rating Agency;

(ii) on a *pro rata* and *pari passu* basis, to each Reporting Delegate pursuant to any Reporting Delegation Agreement;

(iii) to the independent certified public accountants, auditors, agents (including the listing agent) and counsel of the Issuer and the share trustee of the Issuer, (other than amounts payable to the Agents pursuant to paragraph (a) above);

(iv) to the Servicer pursuant to the Servicing Agreement (including, but not limited to, the indemnities provided for therein), but excluding any Servicing Fees or any VAT payable thereon and excluding any amount in respect of Servicer Advance;

(v) to any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes) or any statutory indemnity or any pecuniary sanctions arising under Article 32 of the Securitisation Regulation or Regulation 24 of the Irish STS Regulations in relation to a failure by the Issuer or the Servicer to meet the EU Transparency Requirements;

(vi) on a pro rata basis to any other Person in respect of any other fees or expenses contemplated in these Conditions and in the Transaction Documents or any other documents delivered pursuant to or in connection with the issue and sale of the Notes which are not provided for elsewhere in this definition or in the Priorities of Payment, including, without limitation, an amount up to €10,000 per annum in respect of fees and expenses incurred by the Issuer (in its sole and absolute discretion) in assisting in the preparation, provision or validation of data for purposes of Noteholder tax jurisdictions;

(vii) to the Placement Agent pursuant to the Placement Agency Agreement in respect of any indemnity payable to it thereunder;

(viii) to the payment on a pro rata basis of any fees, expenses or indemnity payments in relation to the restructuring of a Collateral Debt Obligation, including but not limited to a steering committee relating thereto;

(ix) on a pro rata basis to any Selling Institution pursuant to any Participation Agreement after the date of entry into any Participation (excluding, for avoidance of doubt, any payments on account of any Unfunded Amounts); and

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

(c) on a *pro rata* and *pari passu* basis:

(i) on a *pro rata* basis to any other Person (including the Servicer) in connection with satisfying the requirements of Rule 17g-5, 17g-10, EMIR, CRA3, AIFMD, the US Commodity Exchange Act of 1936 (as amended), Solvency II or the Dodd-Frank Act or any implementing and/or delegated regulations, technical standards or guidance related thereto;

(ii) on a *pro rata* basis to the costs of any Person (including the Servicer) in connection with satisfying the Securitisation Regulation or the Irish STS Regulations requirements, in each case such costs as they relate to the Issuer only, including any costs or fees related to additional due diligence or reporting requirements;

(iii) any costs of complying with FATCA (and any other international automatic exchange of tax information regime such as the CRS and Council Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation as may be amended from time to time), including the fees and expenses of any person appointed by or on behalf of the Issuer to help ensure such compliance;

(iv) reasonable fees, costs and expense of the Issuer and Servicer including reasonable attorneys' fees of compliance by the Issuer and the Servicer with the U.S. Commodity Exchange Act of 1936, as amended (including rules and regulations promulgated thereunder);

(v) any Refinancing Costs (to the extent not already paid pursuant to the paragraphs above and to the extent not already paid as Trustee Fees and Expenses); and

(vi) except to the extent already provided for above and to the extent not already paid as Trustee Fees and Expenses, on a pro rata basis payment of any indemnities payable to any Person as contemplated in these Conditions or in the Transaction Documents,

provided that:

(A) the Servicer may direct the payment of any Rating Agency fees set out in paragraph (b)(i) above other than in the order required by paragraph (b) above if the Servicer, Trustee or Issuer has been advised by a Rating Agency that non-payment of its fees will immediately result in the withdrawal of any ratings on any Class of Rated Notes so long as no such payments are made in priority to any payments due and payable under paragraph (a) above; and

(B) the Servicer may, in its reasonable judgement, determine that a payment other than in the order required by paragraphs (b) and (c) above is required to ensure the delivery of certain accounting services and reports so long as no such payments are made in priority to any payments due and payable under paragraph (a) above.

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

(a) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person; or

(b) any other Person who is a director, officer or employee:

(i) of such Person;

(ii) of any subsidiary or parent company of such Person; or

(iii) of any Person described in paragraph (a) above.

For the purposes of this definition, "control" of a Person shall mean the power, direct or indirect, to: (A) vote more than 50.0 per cent. of the securities having ordinary voting power for the election of directors

of such Person; or (B) direct, or cause the direction of, the management and policies of such Person whether by contract or otherwise.

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

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

(a) the Aggregate Principal Balance of all Collateral Debt Obligations; plus

(b) the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) (including Eligible Investments therein which represent Principal Proceeds but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments) *provided that*, Principal Proceeds to be received in respect of any sale of Collateral Debt Obligations in respect of which the Servicer on behalf of the Issuer has entered into a binding commitment to sell and which is yet to settle shall be included, for the purposes of calculating the Aggregate Collateral Balance; plus

(c) without double counting and solely for the purpose of calculating the Servicing Fees, the aggregate amount of all accrued and/or capitalised interest in respect of the Collateral Debt Obligations purchased with Principal Proceeds and/or amounts out of the Unused Proceeds Account.

For the avoidance of doubt, for the purposes of calculating the Aggregate Collateral Balance for the purposes of determining compliance with the EU Retention Requirements or in determining whether a Retention Deficiency has occurred, the Principal Balance of any Collateral Debt Obligation shall be its Principal Balance (converted into Euro at the Applicable Exchange Rate on the applicable Measurement Date) in each case without any adjustments for purchase price or the application of haircuts or other adjustments. Solely for the purposes of calculating the Aggregate Collateral Balance for the purposes of determining compliance with the EU Retention Requirements, including whether a Retention Deficiency has occurred, the Principal Balance of any Equity Security or Exchanged Security or any other obligation which does not constitute a Collateral Debt Obligation shall be (converted, as the case may be, into Euro at the Spot Rate on the applicable Measurement Date):

(a) in the case of a debt obligation or security, the principal amount outstanding of such obligation;

(b) in the case of an equity security received upon a "debt for equity swap" in relation to a restructuring, the principal amount outstanding of the debt which was swapped for the equity security; and

(c) in the case of any other equity security, the nominal value thereof as determined by the Servicer.

"**Aggregate Coupon**" means, as of any Measurement Date, the sum of:

(a) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to a Currency Hedge Transaction and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the product of (x) stated fixed rate payable by the applicable currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction and (y) the Principal Balance of such Non-Euro Obligation;

(b) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation which is not subject to a Currency Hedge Transaction and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount (converted into Euro at the Spot Rate) equal to the product of (x) stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation; and

(c) with respect to all other Fixed Rate Collateral Debt Obligations and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the sum of the products obtained by multiplying, in the case of each Fixed Rate Collateral Debt Obligation (including, for any Collateral Debt Obligation, only the required, non-deferrable current cash pay interest required by the Underlying Instruments thereon), (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Debt Obligation,

provided that for such purpose:

(i) a Floating Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the floating rate on such Collateral Debt Obligation for a fixed rate shall be treated as a Fixed Rate Collateral Debt Obligation with a stated coupon equal to the stated fixed rate payable by the applicable Interest Rate Hedge Counterparty to the Issuer under such Interest Rate Hedge Transaction; and

(ii) a Fixed Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate shall be disregarded.

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

(a) EURIBOR applicable to the Rated Notes during the Accrual Period in which such Measurement Date occurs; by

(b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Debt Obligations (excluding (x) for any Deferring Security, any interest that has been deferred and capitalised thereon and (y) the Principal Balance of any Defaulted Obligation and (z) the principal balance of any Fixed Rate Collateral Debt Obligation) as of such Measurement Date minus (ii) the Target Par Amount minus (iii) the aggregate amount of Principal Proceeds received from the issuance of additional notes pursuant to the Trust Deed.

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

(a) in the case of each Floating Rate Collateral Debt Obligation (including only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over EURIBOR, (i) the stated interest rate spread on such Collateral Debt Obligation above EURIBOR multiplied by (ii) the Principal Balance of such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation); provided that for purposes of this definition, the interest rate spread will be deemed to be, with respect to any Floating Rate Collateral Debt Obligation that has a EURIBOR floor, (i) the stated interest rate spread plus, (ii) if positive, (x) the EURIBOR floor value minus (y) the greater of (A) EURIBOR as in effect for the current accrual period and (B) zero (for the purposes of this paragraph (a) only, each reference to "EURIBOR" so far as it relates to a Collateral Debt Obligation shall mean EURIBOR as determined pursuant to the Underlying Instrument in respect of such Collateral Debt Obligation);

(b) in the case of each Floating Rate Collateral Debt Obligation (including only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over an index other than EURIBOR, (i) the excess of the sum of such spread and such index over the EURIBOR rate that has an equivalent frequency and setting date to the corresponding interest rate in respect of such Floating Rate Collateral Debt Obligation as of the immediately preceding interest determination date pursuant to the relevant Underlying Instrument (which spread or excess may be expressed as a negative percentage) multiplied by

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

(c) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and subject to a Currency Hedge Transaction, (i) (A) the sum of the stated interest rate spread over EURIBOR (in respect of the applicable Hedge Agreement) payable by the applicable Currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction plus (B) in circumstances where the relevant Non- Euro Obligation contains a floor in its interbank offered reference rate, the excess rate of interest (if any) of such floor over the available interbank offered reference rate on the Measurement Date under the applicable Currency Hedge Transaction, multiplied by (x) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Frances, Swedish Krona or Norwegian Krone, 0.85; and (y) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50, and (ii) the Principal Balance of such Non-Euro Obligation; and

(d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and which is not subject to a Currency Hedge Transaction, the difference between (i) the annual interest amount payable by the relevant obligor converted to Euro at the applicable Spot Rate of Exchange multiplied by (A) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Frances, Swedish Krona or Norwegian Krone, 0.85; and (B) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50, and (ii) the product of (x) EURIBOR with respect to the Rated Notes as of the immediately preceding Interest Determination Date multiplied by (y) the outstanding Principal Balance of such Non-Euro Obligation,

provided that for such purpose:

(i) the margin shall be deemed to be (x) in respect of a Step-Down Coupon Security, the lowest margin that is permissible pursuant to and in accordance with the Underlying Instruments relating thereto and (y) in respect of a Step-Up Coupon Security, the margin applicable as at the relevant Measurement Date;

(ii) a Fixed Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate shall be treated as a Floating Rate Collateral Debt Obligation with a stated spread and index equal to the stated or applicable floating rate payable by the applicable Interest Rate Hedge Counterparty to the Issuer under such Interest Rate Hedge Transaction; and

(iii) a Floating Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the floating rate on such Collateral Debt Obligation for a fixed rate shall be disregarded,

provided that, in the case of each Floating Rate Collateral Debt Obligation (which is currently not paying the EURIBOR component of such interest required thereon), the Principal Balance on such Collateral Debt Obligation shall, only to the extent that EURIBOR is positive at the relevant time, be multiplied by EURIBOR and subtracted from the calculation above.

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

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

"**AIFMD**" means the European Union Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 as amended from time to time (the "**AIFMD Level 2 Regulation**") and EU Directive 2011/61/EU on Alternative Investment Fund Managers (as amended from time to time and as implemented by Member States of the European Union) together with any implementing or delegated regulations, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"**Alternative Base Rate**" means:

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

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

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

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

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

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

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

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

"**Applicable Exchange Rate**" means:

(a) with respect to any calculations or determinations to be made under the Transaction Documents or these Conditions in relation to any Non-Euro Obligation which is the subject of a Currency Hedge Transaction, the relevant Currency Hedge Transaction Exchange Rate; and

(b) with respect to any other calculations or determinations not covered by paragraph (a) above and unless otherwise specified in these Conditions or the Transaction Documents, the Spot Rate.

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

"**Appointee**" means any attorney, manager, agent, delegate or other person properly appointed by the Trustee under the terms of the Trust Deed to discharge any of its functions or to advise it in relation thereto.

"**Assignment**" means an interest in a loan acquired directly by way of novation or assignment.

"**Assigned Moody's Rating**" means the monitored publicly available rating or the estimated rating or the unpublished monitored loan rating, in each case expressly assigned to a debt obligation (or facility) by Moody's that addresses the full amount of the principal and interest promised.

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

"**Authorised Integral Amount**" means for each Class of Notes, €1,000.

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

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

(a) current balance of cash, demand deposits, time deposits, certificates of deposit, government guaranteed funds and other investment funds;

(b) outstanding principal amount of interest bearing corporate and government obligations and money market accounts and repurchase obligations; and

(c) purchase price, up to an amount not exceeding the face amount, of non-interest bearing government and corporate obligations, commercial paper and certificates of deposit,

provided that: (i) to the extent that the Hedging Condition has been satisfied and a Currency Hedge Agreement is in place, amounts standing to the credit of the Currency Account shall be converted into Euro at the Applicable Exchange Rate; (ii) to the extent that no Currency Hedge Agreement is in place, any balance which is denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate; and (iii) save in the case of calculating the Aggregate Collateral Balance for the purposes of determining compliance with the EU Retention Requirements or in determining whether a Retention Deficiency has occurred, in the event that a default as to payment of principal and/or interest has occurred and is continuing (disregarding any grace periods provided for pursuant to the terms thereof) in respect of any Eligible Investment or any material obligation of the obligor thereunder which is senior or equal in right of payment to such Eligible Investment such Eligible Investment shall have a value equal to the lesser of the applicable Collateral Values (determined as if such Eligible Investment were a Collateral Debt Obligation).

"**Benefit Plan Investor**" means:

(a) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of Part 4 of Subtitle B of Title I of ERISA;

(b) a plan to which Section 4975 of the Code applies; or

(c) any entity whose underlying assets include plan assets by reason of such an employee benefit plan's or plan's investment in such entity.

"**Bridge Loan**" has the meaning given to it in the Servicing Agreement.

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

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

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

(c) for the purposes of the definition of Presentation Date, in relation to any place, on which commercial banks and foreign exchange markets settle payments in that place.

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

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

(b) if S&P is a Rating Agency, the excess of the Aggregate Principal Balance of all S&P CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its S&P Collateral Value) as of such date of determination; and

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

in each case as determined as at such date of determination, *provided that* in determining which of the Fitch CCC Obligations, S&P CCC Obligations or Moody's Caa Obligations, as applicable, shall be included, the Fitch CCC Obligations, S&P CCC Obligations or Moody's Caa Obligations, as applicable, with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) shall be deemed to constitute the CCC/Caa Excess.

"**CFR**" means, with respect to an obligor of a Collateral Debt Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; provided, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's corporate family does have a corporate family rating, then the CFR is such corporate family rating.

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

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

"**Class A Servicer Removal and Replacement Voting Notes**" means the Class A Notes in the form of Servicer Removal and Replacement Voting Notes.

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

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

"**Class A/B Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the First Test Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

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

For the purposes of calculating the Class A/B Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class A Notes and the Class B Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class A/B Interest Coverage Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class A/B Interest Coverage Ratio is at least equal to the Minimum Per Cent.

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

"**Class A/B Par Value Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class A/B Par Value Ratio is at least equal to the Minimum Per Cent.

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

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

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

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

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

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

"**Class C Servicer Removal and Replacement Voting Notes**" means the Class C Notes in the form of Servicer Removal and Replacement Voting Notes.

"**Class C Coverage Tests**" means the Class C Interest Coverage Test and the Class C Par Value Test.

"**Class C Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the First Test Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

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

For the purposes of calculating the Class C Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class A Notes, the Class B Notes and the Class C Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class C Interest Coverage Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class C Interest Coverage Ratio is at least equal to the Minimum Per Cent.

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

"**Class C Par Value Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class C Par Value Ratio is at least equal to the Minimum Per Cent.

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

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

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

"**Class D Servicer Removal and Replacement Voting Notes**" means the Class D Notes in the form of Servicer Removal and Replacement Voting Notes.

"**Class D Coverage Tests**" means the Class D Interest Coverage Test and the Class D Par Value Test.

"**Class D Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the First Test Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

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

For the purposes of calculating the Class D Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class D Interest Coverage Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class D Interest Coverage Ratio is at least equal to the Minimum Per Cent.

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

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

"**Class D Par Value Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class D Par Value Ratio is at least equal to the Minimum Per Cent.

"**Class E Coverage Tests**" means the Class E Interest Coverage Test and the Class E Par Value Test.

"**Class E Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the First Test Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

(b) the sum of the scheduled interest payments due on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (excluding Deferred Interest but including any interest on Deferred Interest),

in each case on the immediately following Payment Date.

For the purposes of calculating the Class E Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class E Interest Coverage Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class E Interest Coverage Ratio is at least equal to the Minimum Per Cent.

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

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

"**Class E Par Value Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class E Par Value Ratio is at least equal to the Minimum Per Cent.

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

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

"**Class F Par Value Test**" means, if stated to be applicable in the table under the heading "Coverage Tests" in the Term Sheet, the test which will apply as of any Measurement Date occurring on and after the First Test Date and which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to the Minimum Per Cent.

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

(a) the Class A Notes;

(b) the Class B Notes;

(c) the Class C Notes;

(d) the Class D Notes;

(e) the Class E Notes;

(f) the Class F Notes; and

(g) the Subordinated Notes,

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

(i) the Class A Servicer Removal and Replacement Voting Notes, the Class A Servicer Removal and Replacement Exchangeable Non-Voting Notes and the Class A Servicer Removal and Replacement Non-Voting Notes are in the same Class;

(ii) the Class B Servicer Removal and Replacement Voting Notes, the Class B Servicer Removal and Replacement Exchangeable Non-Voting Notes and the Class B Servicer Removal and Replacement Non-Voting Notes are in the same Class;

(iii) the Class C Servicer Removal and Replacement Voting Notes, the Class C Servicer Removal and Replacement Exchangeable Non-Voting Notes and the Class C Servicer Removal and Replacement Non-Voting Notes are in the same Class; and

(iv) the Class D Servicer Removal and Replacement Voting Notes, the Class D Servicer Removal and Replacement Exchangeable Non-Voting Notes and the Class D Servicer Removal and Replacement Non-Voting Notes are in the same Class,

provided that they shall not be treated as a single Class in respect of any vote or determination of quorum under the Trust Deed or these Conditions in connection with any Servicer Removal Resolution or Servicer Replacement Resolution, as further described in these Conditions, the Trust Deed and the Servicing Agreement.

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

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

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

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

"**Collateral Acquisition Agreements**" means each of the agreements entered into by Issuer or the Servicer (on behalf of the Issuer) in relation to the purchase by the Issuer of Collateral Debt Obligations.

"**Collateral Debt Obligation**" means any debt obligation or debt security purchased (including by way of a Participation) by or on behalf of the Issuer (or, if the context so requires, to be purchased by or on behalf of the Issuer) and which the Servicer has determined in accordance with the Standard of Care satisfies the Eligibility Criteria on the Issue Date. References to Collateral Debt Obligations shall include Non-Euro Obligations but shall not include Collateral Enhancement Obligations, Eligible Investments or Exchanged Securities. Each Collateral Debt Obligation in respect of which the Servicer on behalf of the Issuer has entered into a binding commitment to sell, but in respect of which such sale has not yet settled, shall be excluded from being Collateral Debt Obligations solely for the purpose of the calculation of the Coverage Tests at any time as if such sale had been completed. The failure of any obligation to satisfy the Eligibility Criteria, at any time after the Issue Date, shall not cause such obligation to cease to constitute a Collateral Debt Obligation unless it does not satisfy the Eligibility Criteria on the Issue Date. A Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to

the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) shall only constitute a Collateral Debt Obligation if it satisfies the Restructured Obligation Criteria on the appropriate Restructuring Date.

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

"**Collateral Enhancement Account**" means an account in the name of the Issuer, so entitled and held with the Account Bank.

"**Collateral Enhancement Amount**" means, with respect to any Payment Date, the amount of Interest Proceeds retained in the Collateral Enhancement Account on the Payment Date in accordance with the Interest Proceeds Priority of Payments, at the sole discretion of the Servicer which amounts shall not exceed €2,500,000 in the aggregate for any Payment Date or an aggregate amount for all applicable Payment Dates of €15,000,000.

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

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

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

"**Collateral Tax Event**" means at any time, as a result of: (a) FATCA; or (b) the introduction of a new, or any change in (any home jurisdiction or foreign) statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final), interest, discount or premium payments due from the Obligors of any Collateral Debt Obligations in relation to any Due Period to the Issuer becoming properly subject to the imposition of direct taxation or withholding tax (other than U.S. withholding Tax on commitment fees, amendment fees, waiver fees, consent fees, letter of credit fees, extension fees, or similar fees or where such tax is compensated for by a "gross-up" provision or indemnity in the terms of the Collateral Debt Obligation or such requirement to withhold is eliminated pursuant to a double taxation treaty or otherwise so that the Issuer receives the same amount on an after tax basis that it would have received had no direct taxation or withholding tax been imposed) so that the aggregate amount of such direct or withholding tax on all Collateral Debt Obligations in relation to such Due Period is equal to or in excess of 6.0 per cent. of the aggregate interest, discount or premium payments due (for the avoidance of doubt, excluding any additional payments arising as a result of the operation of any gross up provision or indemnity) on all Collateral Debt Obligations in relation to such Due Period.

"**Collateral Values**" means the Fitch Collateral Value, the S&P Collateral Value and the Moody's Collateral Value, having regard to the Rating Agencies rating the Rated Notes.

"**Collection Account**" means an account in the name of the Issuer, so entitled and held with the Account Bank.

"**Commitment Amount**" means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, the maximum aggregate outstanding principal amount (whether at the time funded or unfunded) of advances or other extensions of credit at any one time outstanding that the Issuer

could be required to make to the Obligor under the Underlying Instruments relating thereto or to a funding bank in connection with any ancillary facilities related thereto.

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

"**Conditional Sale Agreement**" means a conditional sale agreement dated 9 September 2020 between the Issuer as seller and the Retention Holder as purchaser in respect of certain Collateral Debt Obligations designated as Originated Assets.

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

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

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

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

"**Controlling Class**" has the meaning given to it in the Term Sheet.

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

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

(a) is an obligation of a debtor in possession as described in § 1107 of the U.S. Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to § 1104 of the U.S. Bankruptcy Code) (a "**Debtor**") organised under the laws of the U.S. or any State therein, the terms of which have been approved by an order of the U.S. Bankruptcy Court, the U.S. District Court, or any other court of competent jurisdiction, the enforceability of which order is not subject to any pending contested matter or proceeding (as such terms are defined in the Federal Rules of Bankruptcy Procedure) and which order provides that: (i) such Corporate Rescue Loan is secured by liens on the Debtor's otherwise unencumbered assets pursuant to § 364(c)(2) of the U.S. Bankruptcy Code; or (ii) such Corporate Rescue Loan is secured by liens of equal or senior priority on property of the Debtor's estate that is otherwise subject to a lien pursuant to § 364(d) of the U.S. Bankruptcy Code; or (iii) such Corporate Rescue Loan is secured by junior liens on the Debtor's unencumbered assets and such Corporate Rescue Loan is fully secured based upon a current valuation or appraisal report; or (iv) if the Corporate Rescue Loan or any portion thereof is unsecured, the repayment of such Corporate Rescue Loan retains priority over all other administrative expenses pursuant to § 364(c)(1) of the U.S. Bankruptcy Code; or

(b) is a credit facility or other advance made available to a company or group in a restructuring or insolvency process with main proceedings outside of the U.S. which: (i) constitutes the most senior secured obligations of the entity which is the borrower thereof; and either; (ii) (A) ranks *pari passu* in all respects with the other senior secured debt of the borrower, provided that such facility is entitled to recover proceeds of enforcement of security shared with the other senior secured indebtedness (e.g. bond) of the borrower and its subsidiaries in priority to all such other senior secured indebtedness; or (B) achieves priority over other senior secured obligations of the borrower otherwise than through the grant of security, such as pursuant to the operation of applicable insolvency legislation (including as an expense of the restructuring or insolvency process) or other applicable law,

provided, in each case, that if, at any time a Collateral Debt Obligation that is a Corporate Rescue Loan in accordance with the provisions above has if Moody's is a Rating Agency, a Moody's Rating of not less than "Caa1", if Fitch is a Rating Agency, a Fitch Rating of not less than "CCC+" and if S&P is a Rating Agency, an S&P Rating of not less than "CCC+", such Collateral Debt Obligation shall no longer be a Corporate Rescue Loan.

"**Corporate Services Agreement**" means the corporate services agreement dated 4 August 2020 between the Issuer and the Corporate Services Provider.

"**Corporate Services Provider**" means Maples Fiduciary Services (Ireland) Limited (including any permitted successors or assigns).

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

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

"**Coverage Test**" has the meaning given to it in the Term Sheet.

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

(a) contain any financial covenants; or

(b) require the Obligor thereunder to comply with any Maintenance Covenant (regardless of whether compliance with one or more Incurrence Covenants is otherwise required by such Underlying Instruments),

provided that for all purposes other than a determination of the S&P Recovery Rate, if such a loan either contains a cross-default provision or cross-acceleration provision to, or is *pari passu* with, another loan (including for the avoidance of doubt, a revolving obligation) of the underlying Obligor or a member of its borrowing group that requires compliance with one or more maintenance covenants, it will be deemed not to be a Cov-Lite Loan. For the avoidance of doubt, a loan that is capable of being described in clause (a) or (b) above only (x) until the expiration of a certain period of time after the initial issuance thereof or (y) in the case of a Revolving Obligation, for so long as there is no funded balance in respect thereof, in each case as set forth in the related Underlying Instruments, shall be deemed not to be a Cov-Lite Loan for all purposes other than the determination of the S&P Recovery Rate for such loan.

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

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

"**Credit Impaired Obligation**" means any Collateral Debt Obligation that, in the Servicer's reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events) has a significant risk of declining in credit quality or price or the Credit Impaired Obligation Criteria are satisfied with respect to such Collateral Debt Obligation.

"**Credit Impaired Obligation Criteria**" means the criteria that will be met in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Servicer in its reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events):

(a) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the price of such Collateral Debt Obligation has changed during the period from the date on which the Issuer

entered into a binding commitment to purchase such Collateral Debt Obligation to the proposed date the Issuer intends to enter into a binding commitment to sell such Collateral Debt Obligation by a percentage which is: (i) in the case of Senior Secured Loans, either at least 0.25 per cent. more negative or at least 0.25 per cent. less positive; and (ii) in the case of Unsecured Senior Loans, Second Lien Loans or Mezzanine Obligations, either at least 0.50 per cent. more negative or at least 0.50 per cent. less positive, in each case, than the percentage change in the average price of the applicable Eligible Loan Index over the same period;

(b) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Servicer acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.0 per cent. more negative or at least 1.0 per cent. less positive, as the case may be, than the percentage change in the Eligible Bond Index over the same period;

(c) the price of such Collateral Debt Obligation has decreased by at least 1.0 per cent. of the price paid by the Issuer for such Collateral Debt Obligation;

(d) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been increased in accordance with the underlying Collateral Debt Obligation since the date the Issuer or the Servicer acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by (1) 0.25 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such increase) less than or equal to 2.0 per cent.), (2) 0.375 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such increase) greater than 2.0 per cent. but less than or equal to 4.0 per cent.) or (3) 0.50 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such increase) greater than 4.0 per cent.), due to a deterioration in the Obligor's financial ratios or financial results;

(e) if such Collateral Debt Obligation has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Servicer) of the Obligor of such Collateral Debt Obligation of less than 1.0 or that is expected to be less than 0.85 times the current year's projected cash flow interest coverage ratio; or

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

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

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

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

"**Currency Hedge Counterparty**" means any financial institution with which the Issuer has (pursuant to, and in accordance with, the terms of the Servicing Agreement) entered into a Currency Hedge

Agreement or any permitted successor, transferee or assignee thereof pursuant to the terms of such Currency Hedge Agreement.

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

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

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

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

"**Current Pay Obligation**" means any Collateral Debt Obligation (other than a Corporate Rescue Loan) that would otherwise be treated as a Defaulted Obligation but as to which no payments are due and payable that are unpaid and with respect to which the Servicer determines, in its reasonable commercial judgement, that:

(a) the Obligor of such Collateral Debt Obligation will continue to make scheduled payments of interest thereon in cash and will pay the principal thereof in cash by maturity or as otherwise contractually due;

(b) if the Obligor is subject to a bankruptcy or insolvency proceedings, a bankruptcy court has authorised the payment of interest and principal payments when due thereunder; and

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

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

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

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

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

"**Defaulted Obligation**" means a Collateral Debt Obligation as determined by the Servicer using reasonable commercial judgement based on circumstances at the time of determination (which judgement

will not be called into question as a result of subsequent events which change the position from that which existed on the date of the original determination):

(a) in respect of which there has occurred and is continuing a default with respect to the payment of interest or principal, disregarding any grace periods applicable thereto or waiver or forbearance thereof, provided that in the case of any Collateral Debt Obligation in respect of which the Servicer has confirmed to the Trustee in writing that, to the knowledge of the Servicer, such default has resulted from non-credit related causes, such Collateral Debt Obligation shall not constitute a "Defaulted Obligation" for the greater of five Business Days, seven calendar days or any grace period applicable thereto, in each case which default entitles the holders thereof, with notice or passage of time or both, to accelerate the maturity of all or a portion of the principal amount of such obligation, but only until such default has been cured;

(b) in respect of which any bankruptcy, insolvency or receivership proceeding has been initiated in connection with the Obligor of such Collateral Debt Obligation (provided that a Collateral Debt Obligation shall not constitute a Defaulted Obligation under this paragraph (b) if it is a Current Pay Obligation subject to paragraph (g) below) whether initiated under the Obligor's local law or otherwise, and, to the knowledge of the Servicer, such proceedings have not been stayed or dismissed or such Obligor has filed for protection under Chapter 11 of the U.S. Bankruptcy Code;

(c) in respect of which the Servicer knows the Obligor thereunder is in default as to payment of principal and/or interest on another of its obligations, save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, (and such default has not been cured), but only if both such other obligation and the Collateral Debt Obligation are either:

(i) both full recourse and unsecured obligations; or

(ii) the other obligation ranks at least *pari passu* with the Collateral Debt Obligation in right of payment without regard to any grace period applicable thereto, or waiver or forbearance thereof, after the passage (other than in the case of a default that in the Servicer's reasonable judgement is not due to credit-related causes) of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto and the holders of such obligation have accelerated the maturity of all or a portion of such obligation,

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

(d) which has:

(i) if Moody's is a Rating Agency, a "probability of default rating" assigned by Moody's of "D" or "LD";

(ii) if S&P is a Rating Agency, an S&P Rating of "SD", "D" or "CC" or below; or

(iii) if Fitch is a Rating Agency, a Fitch Rating of "CC" or below or "RD",

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

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

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

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

(iii) the Selling Institution has:

(A) if Moody's is a Rating Agency, a Moody's Rating of "Ca" or "C" or below;

(B) if S&P is a Rating Agency, an S&P Rating of "SD", "D" or "CC" or below; or

(C) if Fitch is a Rating Agency, a Fitch Rating of "CC" or below or "RD",

or, in each case, had such rating prior to its withdrawal by Moody's, S&P or Fitch, as applicable;

(f) which the Servicer, acting on behalf of the Issuer, determines in its reasonable commercial judgement should be treated as a Defaulted Obligation; or

(g) if the Obligor thereof offers holders of such Collateral Debt Obligation a new security, obligation or package of securities or obligations that amount to a diminished financial obligation (such as preferred or common stock, or debt with a lower coupon or par amount) of such Obligor and in the reasonable commercial judgement of the Servicer, such offer has the apparent purpose of helping the Obligor avoid default; provided, however, such obligation will cease to be a Defaulted Obligation under this paragraph if such new obligation is: (i) a Restructured Obligation; and (ii) such Restructured Obligation does not otherwise constitute a Defaulted Obligation pursuant to any other paragraph of the definition hereof,

provided that:

(x) a Collateral Debt Obligation shall not constitute a Defaulted Obligation if such Collateral Debt Obligation (or, in the case of a Participation Interest, the underlying Senior Secured Loan, Second Lien Loan or Senior Unsecured Loan) is a Current Pay Obligation, *provided that* the aggregate outstanding principal balance of Current Pay Obligations exceeding 5.0 per cent. of the Aggregate Collateral Balance will be treated as Defaulted Obligations (in determining which Current Pay Obligations are to be treated as Defaulted Obligations under this proviso, Current Pay Obligations with the lowest Market Value shall constitute the excess);

(y) a Corporate Rescue Loan that satisfies paragraph (b) and/or (g) only of this definition of "Defaulted Obligation" shall not constitute a Defaulted Obligation; and the aggregate outstanding principal balance of Corporate Rescue Loans exceeding 5.0 per cent. of the Aggregate Collateral Balance will be treated as Defaulted Obligations; and

(z) any Collateral Debt Obligation shall cease to be a "Defaulted Obligation" on the date such obligation no longer satisfies the definition of "Defaulted Obligation".

"**Defaulted Obligation Excess Amounts**" means in respect of a Defaulted Obligation, the greater of:

(a) zero; and

(b) the aggregate of all recoveries (including by way of sale proceeds) in respect of such Defaulted Obligation for so long as it is a Defaulted Obligation, *minus* the sum of:

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

(ii) any Purchased Accrued Interest in respect of such Defaulted Obligation.

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

(a) the "Defaulting Party" in respect of an "Event of Default" (each as such terms are defined in the applicable Hedge Agreement); or

(b) the sole "Affected Party" (as such term is defined in the applicable Hedge Agreement) in respect of either:

(i) a "Tax Event Upon Merger" (as such term is defined in the applicable Hedge Agreement); or

(ii) an "Additional Termination Event" (as such term is defined in the applicable Hedge Agreement) as a result of such Hedge Counterparty failing to comply with the requirements of the Rating Agencies in the event that it (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement,

each such term as defined in the applicable Hedge Agreement.

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

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

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

"**Deferring Security**" means a PIK Security that is deferring the payment of the current cash interest due thereon and has been so deferring the payment of such interest due thereon:

(a) if Moody's is a Rating Agency:

(i) with respect to Collateral Debt Obligations that have a Moody's Rating of at least "Baa3", for the shorter of two consecutive accrual periods or one year; and

(ii) with respect to Collateral Debt Obligations that have a Moody's Rating of "Ba1" or below, for the shorter of one accrual period or six consecutive months; or

(b) if Moody's is not a Rating Agency, for the shorter of two consecutive accrual periods or one year,

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

"**Definitive Certificate**" means a certificate representing one or more Notes in definitive, fully registered, form.

"**Delayed Drawdown Collateral Debt Obligation**" means a Collateral Debt Obligation that: (a) requires the Issuer to make one or more future advances to the borrower under the Underlying Instruments relating thereto; (b) specifies a maximum amount that can be borrowed; and (c) does not permit the re-borrowing of any amount previously repaid; but any such Collateral Debt Obligation will be a Delayed Drawdown Collateral Debt Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

"**Determination Date**" has the meaning given to it in the Term Sheet.

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

"**Discount Obligation**" means any Collateral Debt Obligation that the Servicer determines:

(a) in the case of a Floating Rate Collateral Debt Obligation, (i) has an S&P Rating of "B-" or above and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 80.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible

Loan Index as of the relevant determination date or (ii) has an S&P Rating below "B-" and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 85.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Loan Index as of the relevant determination date, *provided that* such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) of such Collateral Debt Obligation, as determined for any period of 17 consecutive Business Days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 90.0 per cent. of the Principal Balance of such Collateral Debt Obligation;

(b) in the case of any Fixed Rate Collateral Debt Obligation, has an S&P Rating of "B-" or above and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 75.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Bond Index as of the relevant determination date or (ii) has an S&P Rating below "B-" and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 80.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Bond Index as of the relevant determination date, *provided that*: such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) of such Collateral Debt Obligation, as determined for any period of 17 consecutive Business Days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 85.0 per cent. of the Principal Balance of such Collateral Debt Obligation,

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

"**Distribution**" means any payment of principal or interest or any dividend or premium or other amount (including any proceeds of sale) or asset paid or delivered on or in respect of any Collateral Debt Obligation, any Collateral Enhancement Obligation, any Eligible Investment or any Exchanged Security (as applicable).

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

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

(a) except as provided in paragraph (b) below, its country of organisation or incorporation; or

(b) the jurisdiction and the country in which, in the Servicer's reasonable judgement, a substantial portion of such Obligor's operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country known at the time of designation by the Servicer to be the source of the majority of revenues, if any, of such Obligor).

"**Due Period**" has the meaning given to it in the Term Sheet.

"**Due Period Start Date**" has the meaning given to it in the Term Sheet.

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

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

"**Eligibility Criteria**" means the Eligibility Criteria specified in the Servicer Agreement which are required to be satisfied in respect of each Collateral Debt Obligation acquired by the Servicer (on behalf of the Issuer) on the Issue Date.

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

"**Eligible Investments**" means any investment denominated in Euro that is one or more of the following obligations or securities (other than obligations or securities which are zero coupon obligations or securities), including, without limitation, any Eligible Investments for which the Custodian, the Trustee or the Servicer or an Affiliate of any of them provides services:

(a) direct obligations of, and obligations the timely payment of principal of and interest under which is fully and expressly guaranteed by, a Qualifying Country or any agency or instrumentality of a Qualifying Country, the obligations of which are fully and expressly guaranteed by (such guarantee to comply with the current S&P criteria on guarantees) a Qualifying Country, which in each case has a rating of not less than the applicable Eligible Investments Minimum Rating;

(b) demand and time deposits in, certificates of deposit of and bankers' acceptances issued by any depository institution (including the Account Bank) or trust company incorporated under the laws of a Qualifying Country with, in each case, a maturity of no more than 90 calendar days, or, following the occurrence of a Frequency Switch Event, 180 calendar days and subject to supervision and examination by governmental banking authorities so long as the commercial paper and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding company) and such depository institution or trust company at the time of such investment or contractual commitment have a rating of not less than the applicable Eligible Investment Minimum Rating;

(c) subject to receipt of Rating Agency Confirmation related thereto, unleveraged repurchase obligations with respect to:

  (i) any obligation described in paragraph (a) above; or

  (ii) any other security issued or guaranteed by (such guarantee to comply with the current S&P criteria on guarantees) an agency or instrumentality of a Qualifying Country, in either case entered into with a depository institution or trust company (acting as principal) described in paragraph (b) above or entered into with a corporation (acting as principal) whose debt obligations are rated not less than the applicable Eligible Investments Minimum Rating at the time of such investment;

(d) securities bearing interest or sold at a discount to the face amount thereof issued by any corporation incorporated under the laws of a Qualifying Country that have a credit rating of not less than the Eligible Investments Minimum Rating at the time of such investment or contractual commitment providing for such investment;

(e) commercial paper or other short-term obligations having, at the time of such investment, a credit rating of not less than the applicable Eligible Investments Minimum Rating and that either are bearing interest or are sold at a discount to the face amount thereof and have a maturity of not more than 92 calendar days, or, following the occurrence of a Frequency Switch Event, 183 calendar days from their date of issuance;

(f) offshore funds investing in the money markets rated, at all times, "AAAmmf" by Fitch and "AAAm" by S&P, or if not rated "AAAmmf" by Fitch, is rated "Aaa-mf" by Moody's and "AAAm" by S&P, *provided that* such fund issues shares, units or participations that may be lawfully acquired in Ireland; and

(g) any other investment similar to those described in paragraphs (a) to (f) (inclusive) above:

(i) in respect of which Rating Agency Confirmation has been received as to its inclusion in the Portfolio as an Eligible Investment;

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

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

and in each case, such instrument or investment provides for payment of a pre-determined fixed amount of principal on maturity that is not subject to change, such instrument or investment has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) of no later than one year following the date of the Issuer's acquisition thereof and either (A) has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) no later than the Business Day immediately preceding the next following Payment Date, or (B) is capable of being liquidated at par on demand without penalty, provided, however, that Eligible Investments shall not include any mortgage backed security, interest only security, security subject to withholding or similar taxes, security purchased at a price in excess of 100.0 per cent. of par, security whose repayment is subject to substantial non-credit related risk (as determined by the Servicer in its discretion) or investments the acquisition of which would give rise to stamp duty, stamp duty reserve tax or any other transfer duty or tax (except to the extent that such duty or tax is taken into account in deciding whether to acquire the investments) and provided further that obligations rated with an "f", "r", "(sf)" or "t" subscript by S&P (or such other qualifying subscript) published and assigned by S&P from time to time as may be applicable).

"**Eligible Investments Minimum Rating**" means:

(a) if Moody's is a Rating Agency and any Notes rated by Moody's are Outstanding:

(i) where such commercial paper or debt obligations do not have a short-term senior unsecured debt or issuer (as applicable) credit rating from Moody's, a long-term senior unsecured debt or issuer (as applicable) credit rating of "Aaa" from Moody's; or

(ii) where such commercial paper or debt obligations have a short-term senior unsecured debt or issuer (as applicable) credit rating, such short-term rating is at least "P-1" from Moody's and the long-term senior unsecured debt or issuer (as applicable) credit rating is at least "A1" from Moody's;

(b) if S&P is a Rating Agency and any Notes rated by S&P are Outstanding:

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

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

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

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

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

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

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

(c) if Fitch is a Rating Agency and any Notes rated by Fitch are Outstanding:

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

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

(B) a short-term senior unsecured debt or issuer (as applicable) default rating of "F1+" from Fitch; or

(C) such other ratings as confirmed by Fitch;

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

(A) a long-term senior unsecured debt or issuer (as applicable) default rating of at least "A" from Fitch; or

(B) a short-term senior unsecured debt or issuer (as applicable) default rating of at least "F1" from Fitch; or

(C) such other ratings as confirmed by Fitch.

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

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

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

"**Equity Security**" means any security that by its terms does not provide for periodic payments of interest at a stated coupon rate and repayment of principal at a stated maturity and any other security that is not eligible for purchase by the Issuer as a Collateral Debt Obligation; it being understood that Equity Securities do not include Collateral Enhancement Obligations or Exchanged Securities.

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

"**EU Retention Requirements**" means the retention requirements set out in the Securitisation Regulation and any implementing regulation, secondary legislation, technical standards and official guidance relating thereto and, in respect of Ireland, the Irish STS Regulations and any UK legislation or regulation making the Securitisation Regulation part of UK law, *provided that* any reference to the EU Retention Requirements shall be deemed to include any successor or replacement retention requirements.

"**EU Transparency Requirements**" means the requirements set out in Article 7 of the Securitisation Regulation and any implementing regulation, secondary legislation, technical standards and official guidance relating thereto and, in respect of Ireland, the Irish STS Regulations and any UK legislation or regulation making the Securitisation Regulation part of UK law, provided that any reference to the EU Transparency Requirements shall be deemed to include any successor or replacement provisions to Article 7 of the Securitisation Regulation.

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

(a) in the case of the initial Accrual Period, pursuant to the Initial Accrual Period Interpolation;

(b) in the case of each 6 month Accrual Period, as applicable to 6 month Euro deposits or, in the case of the period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls in October 2029, as applicable to 3 month Euro deposits; and

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

provided that, where such rate is used to determine the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest or the Class F Floating Rate of Interest, it shall be subject to a minimum of zero per cent. per annum.

"**Euro**", "**Euros**", "**euro**" and "**€**" means the lawful currency of the Member States of the European Union that have adopted and retain the single currency in accordance with the Treaty establishing the European Community, as amended from time to time; provided that if any Member States or states ceases to have such single currency as its lawful currency (such Member State(s) being the "**Exiting State(s)**"), Euro, Euros, euro and € shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining Member States and shall not include any successor currency introduced by the Exiting State(s).

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

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

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

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

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

(a) the Aggregate Principal Balance of all Collateral Debt Obligations included in the CCC/Caa Excess; over

(b) the aggregate of, with respect to the Collateral Debt Obligations included in the CCC/Caa Excess, the product of: (i) the Market Value; and (ii) its Principal Balance, in each case of such Collateral Debt Obligation.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Exchanged Security**" means any of:

(a) an equity security or warrant, including any equity security received upon conversion or exchange of, or exercise of an option in respect of a Collateral Debt Obligation (which in each case is not a Collateral Enhancement Obligation), the acquisition of which would not cause the breach of applicable selling or transfer restrictions relating to the offering of securities or of collective investment schemes and which is delivered to the Issuer upon acceptance of an Offer in respect of a Defaulted Obligation or received by the Issuer as a result of restructuring of the terms of a Defaulted Obligation in effect as of the later of the Issue Date and the date of issuance of the relevant Collateral Debt Obligation;

(b) a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation or by way of substitution of new

obligations and/or a change of Obligor) for so long as it does not satisfy the Restructured Obligation Criteria on the applicable Restructuring Date; or

(c) an equity security or warrant, including any equity security received upon conversion or exchange of, or exercise of an option in respect of a Collateral Debt Obligation (which in each case is not a Collateral Enhancement Obligation) that will be sold prior to the Issuer's receipt thereof (unless such sale or other disposition is prohibited by applicable law or contractual restriction, in which case the Servicer will sell such equity security as soon as such sale or disposition is permitted by applicable law and not prohibited by such contractual restriction).

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

"**Extraordinary Resolution**" means an extraordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

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

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

"**First Payment Date**" has the meaning given to it in the Term Sheet.

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

"**First Period Reserve Amount**" has the meaning given to it in the Term Sheet.

"**First Test Date**" means the applicable date set out in the column headed "First Test Date" in the table under the heading "The Coverage Tests" in the Term Sheet.

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

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

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

(a) its prevailing Market Value; and

(b) the relevant Fitch Recovery Rate,

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

"**Fitch IDR Equivalent**" means, in respect of any rating described in the Fitch Rating Mapping Table, the equivalent Fitch Issuer Default Rating determined by increasing (or reducing, in the case of a negative

number) such rating (or the nearest Fitch equivalent thereof) by the number of notches specified under "Mapping Rule" in the fourth column of the Fitch Rating Mapping Table.

"**Fitch Rating Mapping Table**" means the following table:

Rating Type	Applicable Rating Agency(ies)	Issue rating	Mapping Rule
Corporate family rating or long term issuer rating	Moody's	n/a	+0
Issuer credit rating	S&P	n/a	+0
Senior unsecured	Fitch, Moody's or S&P	Any	+0
Senior secured or subordinated secured	Fitch or S&P	"BBB-" or above	+0
Senior secured or subordinated secured	Fitch or S&P	"BB+" or below	-1
Senior secured or subordinated secured	Moody's	"Ba1" or above	-1
Senior secured or subordinated secured	Moody's	"Ba2" or below but at or above "Ca"	-2
Senior secured or subordinated secured	Moody's	"Ca"	-1
Subordinated (junior or senior)	Fitch, Moody's or S&P	"B+" / "B1" or above	+1
Subordinated (junior or senior)	Fitch, Moody's or S&P	"B" / "B2" or below	+2

"**Fitch Rating**" means, in relation to any Collateral Debt Obligation, the rating determined in accordance with the below methodology (with the sub-paragraph earliest in this definition applying in the case where more than one sub-paragraph would otherwise be applicable):

(a) with respect to any Collateral Debt Obligation in respect of which there is a Fitch issuer default rating, including credit opinions, whether public or privately provided to the Servicer following notification by the Servicer that the Issuer has entered into a binding commitment to acquire such Collateral Debt Obligation (the "**Fitch Issuer Default Rating**"), the Fitch Rating shall be such Fitch Issuer Default Rating;

(b) if the Obligor thereof has an outstanding long term financial strength rating from Fitch (the "**Fitch LTSR**"), then the Fitch Rating shall be one notch lower than such Fitch LTSR;

(c) if in respect of any other obligation of the Obligor or its Affiliates, there is a publicly available rating by Fitch, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;

(d) if in respect of the Collateral Debt Obligation there is a Moody's CFR, a Moody's Long Term Issuer Rating, or an S&P Issuer Credit Rating, then the Fitch Rating shall be the rating that corresponds to the lowest thereof;

(e) if in respect of the Collateral Debt Obligation, there is an Insurance Financial Strength Rating, then the Fitch Rating shall be one notch lower than such Insurance Financial Strength Rating;

(f) if in respect of the Collateral Debt Obligation there is a Moody's/S&P Corporate Issue Rating, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;

(g) if a Fitch Rating cannot otherwise be assigned, the Servicer, on behalf of the Issuer, shall apply to Fitch for a credit opinion which shall then be the Fitch Rating or shall agree a rating with Fitch which shall then be the Fitch Rating, provided that pending receipt from Fitch of any credit opinion, the applicable Collateral Debt Obligation shall either be deemed to have a Fitch Rating of "B-", subject to the Servicer believing (in its reasonable judgement) that such credit

assessment will be at least "B-" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; provided further that if no credit opinion from Fitch is expected (in the opinion of the Servicer) to become available for the relevant Collateral Debt Obligation and (i) the relevant Collateral Debt Obligation is not a Defaulted Obligation or a Collateral Debt Obligation with a Fitch IDR Equivalent of "CCC+" or lower, (ii) the relevant Collateral Debt Obligation has a private rating by Moody's, and (iii) the Principal Balance of the relevant Collateral Debt Obligation when added to the Principal Balances of other such Collateral Debt Obligations satisfying (i) and (ii) of this proviso does not exceed 10.0 per cent. of the Aggregate Collateral Balance, then the Fitch Rating of the relevant Collateral Debt Obligation shall be deemed to be "B-", and if any of (i) to (iii) in the foregoing proviso are not met, the relevant Collateral Debt Obligation will be deemed to have a Fitch Rating of "CCC"; and

(h) if such Collateral Debt Obligation is a Corporate Rescue Loan:

(i) if such Corporate Rescue Loan has a publicly available rating from Fitch or has been assigned an issue level credit assessment by Fitch, the Fitch Rating shall be such rating or credit assessment;

(ii) otherwise the Issuer or the Servicer on behalf of the Issuer shall apply to Fitch for an issue level credit assessment provided that, pending receipt from Fitch of any issue level credit assessment, the applicable Corporate Rescue Loan shall either be deemed to have a Fitch Rating of "B-", subject to the Servicer believing (in its reasonable judgement) that such credit assessment will be at least "B-" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; or

For the purposes of determining the Fitch Rating, the following definitions shall apply, provided always that:

(i) a debt security or obligation of the Obligor has been in default during the past two years, the Fitch Rating of such Collateral Debt Obligation shall be treated as "D"; and

(ii) with respect to any Current Pay Obligation that is rated "D" or "RD", the Fitch Rating of such Current Pay Obligation will be "CCC",

and *provided further that*, if the "Effective Date Fitch Rating Adjustment" is specified to be applicable in the Term Sheet and if the applicable Collateral Debt Obligation has been put on rating watch negative or negative credit watch for possible downgrade by:

(x) Fitch, then the rating used to determine the Fitch Rating above shall be one rating subcategory below such rating by Fitch;

(y) Moody's, then in the case only where the Fitch Rating is derived from a rating assigned by Moody's then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above; or

(z) S&P, then in the case only where the Fitch Rating is derived from a rating assigned by S&P then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above.

Notwithstanding the rating definition described above, Fitch reserves the right to use a credit opinion or a rating estimate for any Collateral Debt Obligations at any time.

"**Fitch Recovery Rate**" means, with respect to a Collateral Debt Obligation, the recovery rate determined in accordance with paragraphs (a) to (b) below or (in any case) such other recovery rate as Fitch may notify the Servicer from time to time:

(a) if such Collateral Debt Obligation has a public Fitch recovery rating, or a recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Servicer, the

recovery rate corresponding to such recovery rating in the table below (unless a specific recovery rate (expressed as a percentage) is provided by Fitch):

Fitch recovery rating	Fitch recovery rate (%)
RR1	95.0
RR2	80.0
RR3	60.0
RR4	40.0
RR5	20.0
RR6	5.0

(b) if such Collateral Debt Obligation: (i) has no public Fitch recovery rating; and (ii) neither a recovery rating nor an obligation's specific recovery rate is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Servicer, (x) if such Collateral Debt Obligation is a Senior Secured Bond, the recovery rate applicable to such Senior Secured Bond shall be the recovery rate in the row headed "Senior Secured Bond" in the table set forth below; and (y) otherwise, the recovery rate determined in accordance with the table below, where the Collateral Debt Obligation shall be categorised as "Strong Recovery" if it is a Senior Secured Loan, "Moderate Recovery" if it is an Unsecured Senior Loan or Unsecured Senior Bond and otherwise "Weak Recovery", and shall fall into the country group corresponding to the country in which the Obligor thereof is Domiciled.

	Group 1	Group 2	Group 3
Strong Recovery	75.0	65.0	30.0
Moderate Recovery	40.0	40.0	20.0
Weak Recovery	15.0	15.0	5.0
Senior Secured Bond	60.0	60.0	n/a

Group 1: Australia, Bermuda, Canada, Cayman Islands, New Zealand, Puerto Rico and the U.S.

Group 2: Austria, Barbados, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan and the United Kingdom.

Group 3: Albania, Argentina, Asia Others, Bahamas, Bosnia and Herzegovina, Brazil, Bulgaria, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Dominican Republic, Eastern Europe Others, Ecuador, Egypt, El Salvador, Greece, Guatemala, Hungary, India, Indonesia, Iran, Jamaica, Kazakhstan, Liberia, Macedonia, Malaysia, Malta, Marshall Islands, Mauritius, Mexico, Middle East and North Africa Others, Moldova, Morocco, Other Central America, Other South America, Other Sub Saharan Africa, Pakistan, Panama, Peru, Philippines, Qatar, Romania, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Thailand, Tunisia, Turkey, Ukraine, Uruguay, Venezuela and Vietnam.

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

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

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

"**Form Approved Hedge**" means either:

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

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

"**Frequency Switch Event**" shall occur if, on any Frequency Switch Measurement Date:

(a) (i) the Aggregate Principal Balance (determined in accordance with the definition thereof, excluding Defaulted Obligations) of all Frequency Switch Obligations is greater than or equal to 20.0 per cent. of the Aggregate Collateral Balance (the Aggregate Collateral Balance being determined in accordance with the definition thereof, excluding Defaulted Obligations);

(ii) for so long as any of the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is less than 100.0 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero); and

(iii) for so long as any of the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100.0 per cent. (provided for such purpose: (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero; (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio; and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio); or

(b) the Servicer has declared in its sole discretion that a Frequency Switch Event shall have occurred, provided that, for so long as any of the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100.0 per cent. and provided for such purpose: (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero; (2) accrued interest of Semi-Annual Obligations referred to in paragraph (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio; and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio,

in each case, (but, in respect of a Frequency Switch Event occurring under limb (a) above, only upon receipt of notice from the Collateral Administrator of the same), that has been notified in writing by the Servicer to the Rating Agencies, the Calculation Agent, the Issuer, the Principal Paying Agent, the Trustee, the Noteholders, the Transfer Agent and the Registrar, and (with respect to a Frequency Switch Event which has occurred under limb (b) of the definition thereof only) the Collateral Administrator.

"**Frequency Switch Measurement Date**" means each Determination Date from (and including) the Determination Date immediately preceding the second Payment Date, provided that following the occurrence of a Frequency Switch Event, no further Frequency Switch Measurement Date shall occur.

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

"**Funded Amount**" means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation at any time, the aggregate principal amount of advances or other extensions of credit to the extent funded thereunder by the Issuer that are outstanding at such time.

"**Global Certificate**" has the meaning given to it in the Trust Deed.

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

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

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

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

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

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

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

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

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

"**Hedging Condition**" means, in respect of a Hedge Agreement or a Hedge Transaction:

(a) receipt by the Servicer of legal advice from reputable legal counsel to the effect that the entry into such arrangements shall not require any of the Issuer, its Directors or officers or the Servicer, its directors, officers or employees to register with the U.S. Commodity Futures Trading Commission as a "commodity pool operator" or a commodity trading advisor pursuant to the U.S. Commodity Exchange Act of 1936, as amended; and

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

"**High Yield Bond**" means a Collateral Debt Obligation that is a debt security other than a Senior Secured Bond which, on acquisition by the Issuer, is either rated below investment grade by at least one internationally recognised credit rating agency (provided that, if such debt security is, at any time following acquisition by the Issuer, no longer rated by at least one internationally recognised credit rating agency as below investment grade it will not, as a result of such change in rating, fall outside this definition) or which is a high yielding debt security, in each case as determined by the Servicer, excluding any debt security which is secured directly on, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security.

"**Incentive Servicing Fee**" has the meaning given to it in the Term Sheet.

"**Incentive Servicing Fee IRR Threshold**" has the meaning given to it in the Term Sheet.

"**Incentive Servicing Fee Percentage**" has the meaning given to it in the Term Sheet.

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

"**Initial Accrual Period Interpolation**" has the meaning given to it in the Term Sheet.

"**Initial Measurement Date**" has the meaning given to it in the Term Sheet.

"**Initial Ratings**" means in respect of any Class of Notes and any Rating Agency, the ratings assigned to such Class of Notes by such Rating Agency as at the Issue Date and "**Initial Rating**" means each such rating.

"**Insurance Financial Strength Rating**" means, in respect of a Collateral Debt Obligation, the lower of any applicable public insurance financial strength rating by S&P or Moody's in respect thereof.

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

"**Interest Amount**" has the meaning specified in Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*).

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

(a) the Balance standing to the credit of the Interest Account;

(b) plus the sum of all scheduled interest payments (including: (x) any commitment fees due but not yet received in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations, all amendment and waiver fees, all late payment fees, all commitment fees, all syndication fees, delayed compensation and all other fees and commission; (y) any amounts which the applicable Obligor has agreed to pay by way of gross-up in respect of amounts withheld at source or otherwise deducted in respect of taxes; and (z) any amounts which the

Servicer determines will be received within the same Due Period by way of recovery from an applicable tax authority under a double tax treaty) in each case, due but not yet received (in each case regardless of whether the applicable due date has yet occurred) in the Due Period in which such Measurement Date occurs, on the Collateral Debt Obligations and the Eligible Investments, but only to the extent not representing Principal Proceeds, and the Accounts (other than each Counterparty Downgrade Collateral Account, but including interest on third party collateral accounts of the kind referred to in Condition 3(j)(vii) (*The Unfunded Revolver Reserve Account*)) excluding:

(i) accrued and unpaid interest on Defaulted Obligations or Deferring Securities (excluding Current Pay Obligations) unless such amounts constitute Defaulted Obligation Excess Amounts;

(ii) interest on any Collateral Debt Obligation to the extent that such Collateral Debt Obligation does not provide for the scheduled payment of interest in cash;

(iii) any amounts, to the extent that such amounts if not paid, will not give rise to a default under the relevant Collateral Debt Obligation;

(iv) any amounts expected to be withheld at source or otherwise deducted in respect of taxes;

(v) any scheduled interest payments as to which the Issuer or the Servicer has actual knowledge that such payment will not be made; and

(vi) any Purchased Accrued Interest,

provided that, in respect of the Due Period in which such Measurement Date occurs and in respect of a Non-Euro Obligation: (1) that is a Currency Hedge Obligation, this paragraph (b) shall be deemed to refer to the aggregate of the related Scheduled Periodic Currency Hedge Counterparty Payment, subject to the exclusions set out above; and (2) that is an Unhedged Collateral Debt Obligation, the amount taken into account for this paragraph (b) shall be an amount equal to (X) during the period starting on the trade date and ending 180 calendar days following the settlement date of the acquisition thereof, if such Unhedged Collateral Debt Obligation is denominated in a Qualified Unhedged Currency and was purchased in the Primary Market, 50.0 per cent. of the scheduled interest payments referred to above due but not yet received in respect of such Unhedged Collateral Debt Obligation (subject to the exclusions set out above), converted into Euro at the then prevailing Applicable Exchange Rate, and (Y) otherwise zero;

(c) minus the amounts payable pursuant to paragraphs (A) through to (E) (inclusive) of the Interest Proceeds Priority of Payments on the following Payment Date;

(d) minus any of the above amounts that would be payable into the Interest Smoothing Account on the Business Day after the Determination Date at the end of the Due Period in which such Measurement Date falls;

(e) plus any amounts that would be payable from the Interest Smoothing Account, the First Period Reserve Account and/or the Expense Reserve Account (to the extent such amounts are not designated for transfer to the Principal Account) to the Interest Account in the Due Period in which such Measurement Date falls (without double counting any such amounts which have been already transferred to the Interest Account);

(f) plus the aggregate of any Scheduled Periodic Interest Rate Hedge Counterparty Payments payable to the Issuer to the extent not already included in accordance with paragraph (a) above; and

(g) minus any interest in respect of a PIK Security that has been deferred (but only to the extent such amount has not already been excluded in accordance with (b)(ii) or (iii) above).

For the purposes of calculating any Interest Coverage Amount, the expected or scheduled interest income on Floating Rate Collateral Debt Obligations and Eligible Investments and the expected or scheduled interest payable on any Class of Notes and on any relevant Account shall be calculated using then current interest rates applicable thereto.

"**Interest Coverage Ratio**" means the Class A/B Interest Coverage Ratio, the Class C Interest Coverage Ratio, the Class D Interest Coverage Ratio and the Class E Interest Coverage Ratio. For the purposes of calculating an Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the relevant Rated Notes will be calculated using the then current interest rates applicable thereto.

"**Interest Coverage Test**" means the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test.

"**Interest Determination Date**" has the meaning given to it in the Term Sheet.

"**Interest Proceeds**" means all amounts paid or payable into the Interest Account from time to time and, with respect to any Payment Date, means any Interest Proceeds received or receivable by the Issuer during the related Due Period to be disbursed pursuant to the Interest Proceeds Priority of Payments on such Payment Date (for the avoidance of doubt, excluding any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account in accordance with these Conditions), together with any other amounts to be disbursed out of the Payment Account as Interest Proceeds on such Payment Date pursuant to Condition 3(i) (*Accounts*).

"**Interest Proceeds Priority of Payments**" means the priority of payments in respect of Interest Proceeds set out in Condition 3(c)(i) (*Application of Interest Proceeds*).

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

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

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

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

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

"**Interest Smoothing Amount**" means, in respect of each Determination Date on and following the Determination Date upon which a Frequency Switch Event occurs, zero and, in respect of each other

Determination Date and for so long as any Rated Notes are Outstanding, an amount equal to the excess, if any, of:

(a) the sum of all payments of interest received during the related Due Period in respect of each Semi-Annual Obligation (that was a Semi-Annual Obligation at all times during such Due Period); over

(b) the sum of

(i) the product of:

(A) 0.25; multiplied by

(B) the sum of:

(1) EURIBOR (as of the relevant Determination Date); plus

(2) the Weighted Average Floating Spread provided that, for the purpose of calculating the Weighted Average Floating Spread, such calculation shall only include Floating Rate Collateral Debt Obligations which are Semi-Annual Obligations and that were Semi-Annual Obligations at all times during the related Due Period and such calculation shall exclude any Floating Rate Collateral Debt Obligations that are Defaulted Obligations or Deferring Securities; multiplied by

(C) the Aggregate Principal Balance of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period and which are Floating Rate Collateral Debt Obligations, excluding the Aggregate Principal Balance of any Semi-Annual Obligations that are Defaulted Obligations or Deferring Securities; and

(ii) the product of:

(A) 0.25; multiplied by

(B) the Weighted Average Fixed Coupon, provided that, for purposes of calculating the Weighted Average Fixed Coupon, such calculation shall only include Fixed Rate Collateral Debt Obligations which are Semi-Annual Obligations and that were Semi-Annual Obligations at all times during the related Due Period and such calculation shall exclude any Fixed Rate Collateral Debt Obligations that are Defaulted Obligations or Deferring Securities; multiplied by

(C) the Aggregate Principal Balance of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period and which are Fixed Rate Collateral Debt Obligations, excluding the Aggregate Principal Balance of any Semi-Annual Obligations that are Defaulted Obligations or Deferring Securities,

provided that: (x) such amount may not be less than zero; and (y) following redemption in full of the Rated Notes or if the Aggregate Principal Balance of the Semi-Annual Obligations is less than or equal to 5.0 per cent. of the Aggregate Collateral Balance (for such purpose, if S&P is a Rating Agency the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value), such amount shall be deemed to be zero.

"**Intermediary Obligation**" means an interest in relation to a loan which is structured to be acquired indirectly by lenders therein at or prior to primary syndication thereof, including pursuant to a collateralised deposit or guarantee, a sub-participation or other arrangement which has the same

commercial effect and in each case, in respect of any obligation of the lender to a "fronting bank" in respect of non-payment by the Obligor, is 100.0 per cent. collateralised by such lenders.

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

"**Intex**" means Intex Solutions, Inc.

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

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

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

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

"**Issue Date**" has the meaning given to it in the Term Sheet.

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

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

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

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

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

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

(a) the bid price of such Collateral Debt Obligation determined by an independent recognised pricing service selected by the Servicer;

(b) if such independent recognised pricing service is not available, the mean of the bid prices determined by three independent broker-dealers active in the trading of such Collateral Debt Obligations;

(c) if three such broker-dealer prices are not available, the lower of the bid side prices determined by two such broker-dealers;

(d) if two such broker-dealer prices are not available, the bid side price determined by one independent broker-dealer (unless, in each case, the fair market value thereof determined by the Servicer pursuant to paragraph (e) below would be lower); or

(e) if the determinations of such broker-dealers or independent recognised pricing service are not available, then the lower of:

(i) 70.0 per cent.; and

(ii) the price at which the Servicer reasonably believes such asset could be sold in the market within 30 days, as certified by the Servicer to the Collateral Administrator and determined by the Servicer 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 Servicer is not subject to Directive 2014/65/EU and Regulation 600/2014/EU on Markets in Financial Instruments (as amended) (collectively referred to as "**MiFID II**") (or other comparable regulation), where the Market Value is determined by the Servicer in accordance with this paragraph (e)(ii), such Market Value shall only be valid for 30 calendar days, after which time if the Market Value cannot be ascertained by broker-dealers or an independent recognised pricing service the Market Value shall be deemed to be zero.

For the purposes of this definition, "**independent**" shall mean: (A) that each pricing service and broker-dealer from whom a bid price is sought is independent from each of the other pricing services and broker-dealers from whom a bid price is sought; and (B) each pricing service and broker dealer is not an Affiliate of the Servicer.

"**Maturity Amendment**" has the meaning given to it in the Servicing Agreement.

"**Maturity Amendment Weighted Average Life Test**" has the meaning given to it in the Term Sheet.

"**Maturity Date**" has the meaning given to it in the Term Sheet.

"**Measurement Date**" means:

(a) the Initial Measurement Date;

(b) each Determination Date;

(c) the date as at which any Report is prepared; and

(d) with reasonable (and not less than five Business Days') notice, any Business Day requested by any Rating Agency then rating any Class of Notes Outstanding.

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

"**Mezzanine Obligation**" means an obligation (other than a Senior Secured Loan or a Second Lien Loan) with a junior contractual claim on tangible or intangible property (which property is subject to a prior lien (other than customary permitted liens, such as, but not limited to, any tax liens)) to secure payment of a debt or the fulfilment of a contractual obligation, including any such obligation with attached warrants and any such obligation which is evidenced by an issue of notes (other than High Yield Bonds and Senior Secured Bonds), as determined by the Servicer in its reasonable commercial judgement, or a Participation therein.

"**Minimum Denomination**" has the meaning given to it in the Term Sheet.

"**Minimum Per Cent.**" means the applicable figure expressed as a percentage set out in the column headed "Minimum Per Cent." in the table under the heading "The Coverage Tests" in the Term Sheet.

"**Monthly Report**" means the monthly report defined as such in the Servicing Agreement which is prepared by the Collateral Administrator (in consultation with the Servicer) on behalf of the Issuer (and shall include a version in excel or CSV format) on such dates as are set forth in the Servicing Agreement, which shall include information regarding the status of certain of the Collateral pursuant to the Servicing Agreement made available via a website currently located at http://sf.citidirect.com (or such other

website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder (vi) a Hedge Counterparty, (vii) a Rating Agency or (viii) a Noteholder.

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

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

"**Moody's CFR**" means, in respect of a Collateral Debt Obligation, a publicly available corporate family rating by Moody's in respect of the Obligor thereof.

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

(a) its prevailing Market Value; and

(b) its Moody's Recovery Rate,

in each case, multiplied by its Principal Balance.

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

(a) if the Obligor of such Collateral Debt Obligation has a CFR, then such CFR;

(b) if not determined pursuant to paragraph (a) above, if the Obligor of such Collateral Debt Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on such obligation as selected by the Servicer in its sole discretion;

(c) if not determined pursuant to paragraphs (a) or (b) above, if the Obligor of such Collateral Debt Obligation has one or more senior secured obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory lower than the Assigned Moody's Rating on any such senior secured obligation as selected by the Servicer in its sole discretion;

(d) if not determined pursuant to paragraphs (a), (b), or (c) above, if a rating estimate has been assigned to such Collateral Debt Obligation by Moody's upon the request of the Issuer, the Servicer or an Affiliate of the Servicer, then the Moody's Default Probability Rating is such rating estimate as long as such rating estimate or a renewal for such rating estimate has been issued or provided by Moody's in each case within the 15 month period preceding the date on which the Moody's Default Probability Rating is being determined; provided, that if such rating estimate has been issued or provided by Moody's for a period (x) longer than 12 months but not beyond 15 months, the Moody's Default Probability Rating will be one subcategory lower than such rating estimate and (y) beyond 15 months, the Moody's Default Probability Rating will be deemed to be "Caa3";

(e) if not determined pursuant to paragraphs (a), (b), (c) or (d) above, the Moody's Derived Rating; and

(f) if not determined pursuant to paragraph (a), (b), (c), (d) or (e) above, the Collateral Debt Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3".

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

(a) with respect to any Corporate Rescue Loan, the Moody's Rating or Moody's Default Probability Rating of such Collateral Debt Obligation shall be the rating which is one subcategory below the facility rating (whether public or private) of such Corporate Rescue Loan or Current Pay Obligation, as applicable, rated by Moody's;

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

(i) pursuant to the table below:

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

(ii) or, if such Collateral Debt Obligation is a Corporate Rescue Loan, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency; provided, that the Aggregate Principal Balance of the Collateral Debt Obligations that may have a Moody's Rating derived from an S&P Rating as set forth in sub-paragraphs (i) or (ii) of this paragraph (b) may not exceed 10 per cent. of the Aggregate Collateral Balance; and

(c) if not determined pursuant to paragraphs (a) or (b) above and such Collateral Debt Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer of such Collateral Debt Obligation is rated by Moody's or S&P, and if Moody's has been requested by the Issuer, the Servicer or the issuer of such Collateral Debt Obligation to assign a rating or rating estimate with respect to such Collateral Debt Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Debt Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating shall be: (i) "B3" if the Servicer confirms to the Trustee and the Collateral Administrator that the Servicer believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Debt Obligations determined pursuant to this paragraph (c) and paragraph (a) above does not exceed 5 per cent. of the Aggregate Collateral Balance; or (ii) otherwise, "Caa3".

"**Moody's Long Term Issuer Rating**" means, in respect of a Collateral Debt Obligation, a publicly available long term issuer rating by Moody's in respect of the Obligor thereof.

"**Moody's Rating**" means:

(a) with respect to a Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond:

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

(ii) if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the Obligor of such Collateral Debt Obligation has a CFR, then the Moody's rating that is one subcategory higher than such CFR;

(iii) if neither sub-paragraph (i) nor (ii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Moody's rating that is two subcategories higher than the Assigned Moody's Rating on any such obligation as selected by the Servicer in its sole discretion;

(iv) if none of sub-paragraphs (i) through (iii) above apply, at the election of the Servicer, the Moody's Derived Rating; and

(v) if none of sub-paragraphs (i) through (iv) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3"; and

(b) with respect to a Collateral Debt Obligation other than a Senior Secured Loan or Senior Secured Bond:

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

(ii) if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on any such obligation as selected by the Servicer in its sole discretion;

(iii) if neither sub-paragraph (i) nor (ii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has a CFR, then the Moody's rating that is one subcategory lower than such CFR;

(iv) if none of paragraphs (i), (ii) or (iii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has one or more subordinated debt obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory higher than the Assigned Moody's Rating on any such obligation as selected by the Servicer in its sole discretion;

(v) if none of sub-paragraphs (i) through (iv) above apply, at the election of the Servicer, the Moody's Derived Rating; and

(vi) if none of sub-paragraphs (i) through (v) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3".

"**Moody's Rating Factor**" relating to any Collateral Debt Obligation means the number set forth in the table below opposite the Moody's Default Probability Rating of such Collateral Debt Obligation.

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

The "**Moody's Recovery Rate**" is, except as otherwise advised by Moody's, with respect to any Collateral Debt Obligation, as of any Measurement Date, the recovery rate determined in accordance with the following, in the following order of priority:

(a) if the Collateral Debt Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of an estimated rating), such recovery rate;

(b) if the preceding paragraph does not apply to the Collateral Debt Obligation, except with respect to Corporate Rescue Loan, the rate determined pursuant to the table below based on the number of rating subcategories difference between the Collateral Debt Obligation's Moody's Rating and its Moody's Default Probability Rating (for purposes of clarification, if the Moody's Rating is higher than the Moody's Default Probability Rating, the rating subcategories difference will be positive and if it is lower, negative):

Number of Moody's Rating Subcategories Difference Between the Moody's Rating and the Moody's Default Probability Rating	Moody's Secured Senior Loans	Secured Senior Obligations (other than Moody's Secured Senior Loans); Second Lien Loans, Mezzanine Obligations*	All other Collateral Debt Obligations (other than Corporate Rescue Loans)
+2 or more.....	60%	55%	45%
+1	50%	45%	35%
0	45%	35%	30%
-1	40%	25%	25%
-2	30%	15%	15%
-3 or less.....	20%	5%	5%

(c) if the Collateral Debt Obligation is a Corporate Rescue Loan (other than a Corporate Rescue Loan which has been specifically assigned a recovery rate by Moody's), 50.0 per cent.

*If such Collateral Debt Obligation is publicly rated by Moody's and does not have both a CFR and an Assigned Moody's Rating, such Collateral Debt Obligation will be deemed to be an Unsecured Senior Obligation or High Yield Bond for purposes of this table.

"**Moody's/S&P Corporate Issue Rating**" means, in respect of a Collateral Debt Obligation, the lower of the Fitch IDR Equivalent ratings, determined in accordance with the Fitch Rating Mapping Table, corresponding to any outstanding publicly available issue rating by Moody's and/or S&P in respect of any other obligation of the Obligor or any of its Affiliates.

"**Non-Call Period**" has the meaning given to it in the Term Sheet.

"**Non-Eligible Issue Date Collateral Debt Obligation**" has the meaning given to it in the Servicing Agreement.

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

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

(a) firstly, to the redemption of the Class A Notes (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class A Notes have been fully redeemed;

(b) secondly, to the redemption of the Class B Notes (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class B Notes have been fully redeemed;

(c) thirdly, to the redemption of the Class C Notes, including any Deferred Interest thereon (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class C Notes, have been fully redeemed;

(d) fourthly, to the redemption of the Class D Notes, including any Deferred Interest thereon (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class D Notes have been fully redeemed;

(e) fifthly, to the redemption of the Class E Notes including any Deferred Interest thereon (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class E Notes have been fully redeemed; and

(f) sixthly, to the redemption of the Class F Notes including any Deferred Interest thereon (on a pro rata basis) at the applicable Redemption Price in whole or in part until the Class F Notes have been fully redeemed,

provided that, for the purposes of any redemption of the Notes in accordance with the Note Payment Sequence following any breach of Coverage Tests, the Note Payment Sequence shall terminate immediately after the paragraph above that refers to the Class of Notes to which such Coverage Test relates.

"**Note Tax Event**" means, at any time:

(a) the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final) which results in (or would on the next Payment Date result in) any payment of principal or interest on the Notes becoming properly subject to any withholding tax other than:

  (i) a payment in respect of Deferred Interest becoming properly subject to any withholding tax;

  (ii) withholding tax in respect of FATCA; or

  (iii) withholding tax that arises by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Ireland or other applicable taxing authority; or

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

in an Offer, so long as the Issuer disposes of such equity security or U.S. real property interest within 30 Business Days after receipt).

"**Noteholders**" means the several persons in whose name the Notes are registered from time to time in accordance with and subject to their terms and the terms of the Trust Deed, and "**holder**" (in respect of the Notes) shall be construed accordingly.

"**Obligor**" means, in respect of a Collateral Debt Obligation, the borrower thereunder or issuer thereof or, in either case, the guarantor thereof (as determined by the Servicer on behalf of the Issuer).

"**Offering Circular**" means the offering circular of the Issuer dated 2 October 2020 in respect of the issuance of the Notes.

"**Official List**" has the meaning given to it in the Term Sheet.

"**Ongoing Expense Excess Amount**" means, on any Payment Date, an amount equal to the excess, if any, of:

(a) the Senior Expenses Cap; over

(b) the sum of (without duplication): (i) all amounts paid pursuant to paragraphs (B)(1) and (B)(2) of Condition 3(c)(i) (*Application of Interest Proceeds*) on such Payment Date; plus (ii) all Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period.

"**Ongoing Expense Reserve Amount**" means, an amount equal to the lesser of: (i) the Ongoing Expense Reserve Ceiling; and (ii) the Ongoing Expense Excess Amount.

"**Ongoing Expense Reserve Ceiling**" has the meaning given to it in the Term Sheet.

"**Optional Redemption**" means a redemption pursuant to and in accordance with Condition 7(b) (*Optional Redemption*).

"**Ordinary Resolution**" means an ordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

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

"**Other Plan Law**" means any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

"**Outstanding**" means, in relation to the Notes of a Class as of any date of determination, all of the Notes of such Class that have been issued and not redeemed or purchased and cancelled by the Issuer, as further defined in the Trust Deed.

"**Palmer Square**" means Palmer Square Europe Capital Management LLC.

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

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

"**Partial Redemption Date**" means each date specified for a partial redemption of the Rated Notes of one or more Classes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*) or, if such day is not a Business Day, the next following Business Day.

"**Partial Redemption Interest Proceeds**" means as of any Partial Redemption Date, Interest Proceeds in an amount equal to:

(a) the lesser of: (i) the amount of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed; and (ii) the amount the Servicer reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed on the immediately following Payment Date (or, in the case of a Partial Redemption Date that is occurring on a Payment Date, on such date) if such Notes had not been refinanced or redeemed; plus

(b) if the Partial Redemption Date is not a Payment Date, the amount the Servicer reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of Trustee Fees and Expenses and Administrative Expenses on the immediately following Payment Date.

"**Partial Redemption Priority of Payments**" means the priority of payments in respect of Refinancing Proceeds and Partial Redemption Interest Proceeds set out in Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

"**Participated Collateral Debt Obligation**" means each of the loans specified in the Specified Participation Agreement.

"**Participation**" means an interest in a Collateral Debt Obligation taken indirectly by the Issuer by way of sub-participation from a Selling Institution which shall include, Intermediary Obligations.

"**Participation Account**" means an account maintained by the Issuer for Participated Collateral Debt Obligations and the proceeds thereof.

"**Participation Agreement**" means an agreement between the Issuer and a Selling Institution in relation to the purchase by the Issuer of a Participation.

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

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

"**Payment Date**" has the meaning given to it in the Term Sheet.

"**Payment Date Report**" means the accounting report defined as such in the Servicing Agreement which is prepared and determined as of each Determination Date and compiled by the Collateral Administrator (in consultation with the Servicer) on behalf of the Issuer and made available not later than the Business Day preceding the related Payment Date (which shall contain, without limitation, the information set out below with respect to the Portfolio (and shall include a version in excel or CSV format)), via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the

Servicer, (v) the Retention Holder (vi) a Hedge Counterparty, (vii) a Rating Agency or (viii) a Noteholder.

"**Person**" means an individual, company, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

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

"**Placement Agent**" means JP Morgan Securities plc.

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

"**Post-Acceleration Priority of Payments**" means the priority of payments set out in Condition 11 (*Enforcement*).

"**Presentation Date**" means a day which (subject to Condition 12 (*Prescription*)):

(a) is a Business Day;

(b) is or falls after the relevant due date or, if the due date is not or was not a Business Day in the place of presentation, is or falls after the next following Business Day which is a Business Day in the place of presentation; and

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

"**Primary Market**" means, in respect of a Collateral Debt Obligation, the Issuer (or the Servicer on the Issuer's behalf) entered into a binding commitment to purchase such Collateral Debt Obligation within 180 calendar days of the date of issue of such Collateral Debt Obligation and in the case of a Collateral Debt Obligation which is a Restructured Obligation, within 180 calendar days of the relevant Restructuring Date.

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

"**Principal Amount Outstanding**" means in relation to any Class of Notes and at any time, the aggregate principal amount outstanding under such Class of Notes at that time, including, in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, Deferred Interest which has been capitalised pursuant to Condition 6(c) (*Deferral of Interest*) save that Deferred Interest shall not be included for the purposes of determining voting rights or quorums attributable to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes as applicable, and the applicable quorum at any meeting of the Noteholders pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and, for the avoidance of doubt, shall not be double-counted when making payments pursuant to the Priorities of Payment.

"**Principal Balance**" means, with respect to any Collateral Debt Obligation, Eligible Investment, Collateral Enhancement Obligation or Exchanged Security, as of any date of determination, the outstanding principal amount thereof (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Security, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Security), provided however that:

(a) the Principal Balance of any Revolving Obligation and Delayed Drawdown Collateral Debt Obligation as of any date of determination, shall be the outstanding principal amount of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, plus any undrawn

commitments that have not been irrevocably cancelled with respect to such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation;

(b) the Principal Balance of each Exchanged Security and each Collateral Enhancement Obligation, shall be deemed to be zero;

(c) the Principal Balance of any Non-Euro Obligation shall be:

(i) in the case of a Currency Hedge Obligation, an amount equal to the Euro equivalent of the outstanding principal amount for the reference Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate; or

(ii) in the case of an Unhedged Collateral Debt Obligation:

(A) during the period starting on the trade date and ending 180 calendar days following the settlement date of the acquisition thereof, if such Unhedged Collateral Debt Obligation is denominated in a Qualified Unhedged Currency and was purchased in the Primary Market, an amount equal to 50.0 per cent. of the outstanding principal amount of such Unhedged Collateral Debt Obligation, converted into Euro at the Applicable Exchange Rate; *provided that* if the Issuer (or the Servicer on its behalf) confirms in writing to the Collateral Administrator that the Issuer (or the Servicer on its behalf) intends to enter into a Currency Hedge Transaction in respect of such Unhedged Collateral Debt Obligation on or prior to settlement of the purchase thereof, such amount shall be equal to 100.0 per cent. of the outstanding principal amount of such Unhedged Collateral Debt Obligation, converted into Euro at the Applicable Exchange Rate, during the period starting on the trade date and ending on the settlement date of the acquisition thereof; and

(B) otherwise, zero;

(d) the Principal Balance of any cash shall be the amount of such cash converted where applicable into Euro at the Applicable Exchange Rate; and

(e) so long as S&P is rating any Notes, in respect of a Collateral Debt Obligation: (i) the S&P Rating of which has been determined pursuant to paragraph (e)(ii) of the definition of S&P Rating for a consecutive period of 90 calendar days during which S&P has not provided a credit estimate in respect of such Collateral Debt Obligation; and (ii) that has not had a public rating by S&P withdrawn or suspended within six months prior to the date of application for a credit estimate in respect of such Collateral Debt Obligation, following the earlier of (x) S&P notifying the Servicer that no credit estimate will be provided for such Collateral Debt Obligation after the expiry of the 90 calendar day period during which S&P has not provided a credit estimate and (y) the expiry of a period of six months during which the S&P Rating of such Collateral Debt Obligation has been continuously determined in accordance with paragraph (e)(ii) of the S&P Rating definition without a credit estimate having been assigned to it during such period, the Principal Balance of such Collateral Debt Obligation shall be zero, unless S&P has agreed to extend such period, and until an S&P Rating can be determined in respect of such Collateral Debt Obligation pursuant to paragraphs (a), (b) or (e)(i) of the definition of S&P Rating, a credit estimate being assigned by S&P in respect of such Collateral Debt Obligation or such other treatment being applied to such Collateral Debt Obligation as may be advised by S&P.

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

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

"**Priorities of Payment**" has the meaning given to it in the Term Sheet.

"**Purchased Accrued Interest**" means, with respect to any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of the acquisition thereof with Principal Proceeds and/or amounts paid out of the Unused Proceeds Account.

"**QIB**" means a Person who is a "qualified institutional buyer" as defined in Rule 144A.

"**QIB/QP**" means a Person who is both a QIB and a QP.

"**Qualified Purchaser**" or "**QP**" mean a Person who is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act.

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

"**Qualifying Country**" means each of Australia, Austria, Belgium, Bermuda, Canada, the Channel Islands, Denmark, Finland, France, Germany, Republic of Ireland, Italy, Japan, Jersey, Liechtenstein, Luxembourg, The Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the U.S., the UK and (a) if Fitch is a Rating Agency, the foreign currency country issuer rating of which is, at the time of acquisition of the relevant Collateral Debt Obligation, at least "BBB-" by Fitch and (b) any country the local currency country risk ceiling of which is, at the time of acquisition of the relevant Collateral Debt Obligation: (i) if S&P is a Rating Agency, at least "BBB-" by S&P and (ii) if Moody's is a Rating Agency, at least "A3" by Moody's.

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

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

"**Rating Agencies**" has the meaning given to it in the Term Sheet.

"**Rating Agency Confirmation**" has the meaning given to it in the Term Sheet.

"**Rating Requirement**" means:

(a) in the case of the Account Bank and Custodian:

(i) if Moody's is a Rating Agency, a short-term senior unsecured deposit rating of "P-1" by Moody's and a long-term senior unsecured issuer credit rating of at least "A3" by Moody's;

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

(iii) if Fitch is a Rating Agency, a long-term issuer default rating of at least "A" and a short-term issuer default rating of at least "F1" by Fitch;

(b) if Moody's is a Rating Agency, in the case of the Principal Paying Agent:

(i) a long-term senior unsecured issuer credit rating of at least "Baa3" by Moody's; and

(ii) if the Principal Paying Agent has no long-term senior unsecured issuer credit rating by Moody's, a short-term senior unsecured issuer credit rating of at least "P-3" by Moody's; and

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

or in each case, such other rating or ratings subject to Rating Agency Confirmation and if any of the requirements are not satisfied by any of the parties referred to herein, Rating Agency Confirmation from the relevant Rating Agency is received in respect of such party.

"**Record Date**" means:

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

(b) in respect of Notes that are represented by a Global Certificate, the close of business on the Clearing System Business Day before the relevant due date for payment of principal and interest in respect of such Notes.

"**Redemption Date**" means each date specified for a redemption of the Notes of a Class pursuant to Condition 7 (*Redemption and Purchase*) or, if such day is not a Business Day, the next following Business Day or the date on which the Notes of such Class are accelerated pursuant to Condition 10 (*Events of Default*).

"**Redemption Determination Date**" has the meaning given thereto in Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*).

"**Redemption Notice**" means a redemption notice in the form available from any of the Transfer Agents which has been duly completed by a Noteholder and which specifies, amongst other things, the applicable Redemption Date.

"**Redemption Price**" means, when used with respect to:

(a) any Subordinated Note, such Subordinated Note's *pro rata* share (calculated in accordance with paragraph (X) of Condition 3(c)(i) (Application of Interest Proceeds), paragraph (P) of Condition 3(c)(ii) (Application of Principal Proceeds), paragraph (B) of the Collateral Enhancement Obligations Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments) of the aggregate proceeds of liquidation of the Collateral, or realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payment; and

(b) any Class A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, 100.0 per cent. of the Principal Amount Outstanding thereof (if any), together with any accrued and unpaid interest in respect thereof to the relevant day of redemption and in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes any Deferred Interest or, in relation to a Class of Rated Notes, such lesser amount as the Noteholders of that Class may agree, acting unanimously.

"**Redemption Threshold Amount**" means the aggregate of all amounts which would be due and payable on redemption of the Rated Notes on the scheduled Redemption Date (to the extent such amounts are ascertainable by the Collateral Administrator or have been provided to them by the relevant Secured Party) as calculated by the Collateral Administrator in consultation with the Servicer, which rank in priority to payments in respect of the Subordinated Notes in accordance with the applicable Priorities of Payment.

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

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

"**Refinancing**" has the meaning given to it in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

"**Refinancing Costs**" means the fees, costs, charges and expenses (including any VAT thereon) incurred by or on behalf of the Issuer in respect of a Refinancing (including, for the avoidance of doubt, any Trustee Fees, Expenses and Administrative Expenses) and have been incurred as a direct result of a Refinancing, as determined by the Servicer.

"**Refinancing Obligations**" has the meaning given to it in Condition 7(b)(v) (*Optional Redemption affected in whole or in part through Refinancing*).

"**Refinancing Proceeds**" means the cash proceeds from a Refinancing.

"**Register**" means the register of holders of the legal title to the Notes kept by the Registrar pursuant to the terms of the Agency Agreement.

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

"**Regulation S Notes**" means the Notes offered for sale to non-U.S. Persons in "offshore transactions" outside of the U.S. in reliance on Regulation S.

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

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

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

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

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

"**Report**" means each Monthly Report, Transparency Report and Payment Date Report.

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

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

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

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

"**Restructured Obligation**" means a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) and which satisfies the Restructured Obligation Criteria as at its applicable Restructuring Date provided that the failure of a Restructured Obligation to satisfy the Restructured Obligation Criteria at any time after the applicable Restructuring Date shall not cause such obligation to cease to constitute a Restructured Obligation unless it is subsequently restructured again, in which case such obligation shall constitute a Restructured Obligation provided it satisfies the Restructured Obligation Criteria as at its Restructuring Date.

"**Restructured Obligation Criteria**" has the meaning given to it in the Term Sheet.

"**Restructuring Date**" means the date a restructuring of a Collateral Debt Obligation becomes binding on the holders thereof provided that if an obligation satisfies the Restructured Obligation Criteria at a later date, such later date shall be deemed to be the Restructuring Date for the purposes of determining whether such obligation shall constitute a Restructured Obligation.

"**Retention Deficiency**" means, as of any date of determination, an event which shall occur if the Principal Amount Outstanding of Subordinated Notes held by the Originator is less than 5 per cent. of the Aggregate Collateral Balance (determined by the Collateral Administrator (in consultation with the Servicer as the Originator) in accordance with the definition thereof for the purposes of compliance with the EU Retention Requirements) and the EU Retention Requirements are not or would not be complied with as a result.

"**Retention Holder**" means Palmer Square Europe Capital Management LLC in its capacity as retention holder in accordance with the Risk Retention Letter and any successor assign or transferee to the extent permitted under the Risk Retention Letter and the EU Retention Requirements.

"**Retention Note Purchase Deed**" means an agreement entered into as a deed dated 6 October 2020 between the Issuer and the Retention Holder for the purchase of the Retention Notes by the Retention Holder in accordance with the Risk Retention Letter and the EU Retention Requirements.

"**Retention Notes**" means a material net economic interest in the first loss tranche of not less than five per cent. of the nominal value of the securitised exposures for the purposes of the EU Retention Requirements, being Subordinated Notes with an original Principal Amount Outstanding at least equal to five per cent. of the current Aggregate Collateral Balance, in accordance with the EU Retention Requirements.

"**Revolving Obligation**" means any Collateral Debt Obligation (other than a Delayed Drawdown Collateral Debt Obligation) that is a loan (including, without limitation, revolving loans, funded and unfunded portions of revolving credit lines and letter of credit facilities, unfunded commitments under specific facilities and other similar loans and investments) that pursuant to the terms of its Underlying Instruments may require one or more future advances to be made to the borrower by the Issuer; but any such Collateral Debt Obligation will be a Revolving Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

"**Risk Retention Letter**" means the letter entered into between the Issuer, the Retention Holder, the Trustee, the Collateral Administrator, the Placement Agent dated 6 October 2020.

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

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

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

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

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

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

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

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

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

(i) its prevailing Market Value; and

(ii) the relevant S&P Recovery Rate,

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

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

"**S&P Issuer Credit Rating**" means, in respect of a Collateral Debt Obligation, a publicly available issuer credit rating by S&P in respect of the Obligor thereof.

"**S&P Rating**" means, with respect to any Collateral Debt Obligation will be, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if there is an S&P Issuer Credit Rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation (such guarantee to comply with the current S&P criteria on guarantees), then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer, held by the Issuer, *provided that* private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

(b) if, there is no S&P Issuer Credit Rating of the issuer or guarantor by S&P but:

(i) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category below such rating;

(ii) if clause (i) does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Debt Obligation shall equal such rating; and

(iii) if neither clause (i) nor clause (ii) applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category above such rating;

(c) with respect to any Collateral Debt Obligation that is a Current Pay Obligation, the S&P Rating applicable to such obligation shall be the issue level rating thereof and if there is no such issue level rating, the S&P Rating applicable to such Current Pay Obligation shall be "CCC-";

(d) with respect to any Collateral Debt Obligation, that is a Corporate Rescue Loan:

(i) falling within paragraph (a) of the definition of Corporate Rescue Loan, and if S&P has assigned a public rating to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such public rating; or

(ii) falling within paragraph (b) of the definition of Corporate Rescue Loan, and if S&P has assigned an S&P Issuer Credit Rating, or a credit estimate to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such S&P Issuer Credit Rating or credit estimate (as applicable) provided that if no S&P Issuer Credit Rating or credit estimate is available but S&P has issued a public rating for such Corporate Rescue Loan then such public rating after notching in accordance with limb (b) above shall be the S&P Rating; or

(iii) upon application by the Issuer (or the Servicer on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan shall be deemed to have an S&P Rating of "D"; and

(e) if there is no rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined (other than in the case of Corporate Rescue Loans) pursuant to paragraphs (i) and (ii) below:

(i) if such an obligation of the issuer is not a Corporate Rescue Loan and is publicly rated by Moody's or Fitch and any successors thereto, then the S&P Rating will be determined in accordance with the methodologies for establishing the S&P Rating set forth above except that the S&P Rating of such obligation will be (A) one sub-category below the S&P equivalent of the (i) Moody's rating if such Moody's rating is "Baa3" or higher or (ii) Fitch rating if such Fitch rating is "BBB-" or higher and (B) two sub-categories below the S&P equivalent of the (i) Moody's rating if such Moody's rating is "Ba1" or lower or (ii) Fitch rating if such Fitch rating is "BB+" or lower, provided that in each case, if the Aggregate Principal Balance of Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) exceeds 15.0 per cent. of the Aggregate Principal Balance, the S&P Rating of the excess of the Aggregate Principal Balance of the Collateral Debt Obligations where the S&P Rating is determined pursuant to this paragraph (e)(i) over an amount equal to 15.0 per cent. of the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its S&P Collateral Value) shall be "CCC-" (for the purposes of this paragraph (e)(i), the Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) with the lowest S&P Collateral Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligation as of the relevant date of determination) shall be determined to comprise such excess);

(ii) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Servicer on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within 30 calendar days after the acquisition of such Collateral Debt Obligation, apply (and concurrently submit all available information in respect of such application) to S&P for a credit estimate which shall be its S&P Rating; provided that, if such information is submitted within such thirty day period, then, for a period of up to 90 calendar days after acquisition of such Collateral Debt Obligation shall have an S&P Rating as determined by the Servicer in its sole discretion if (A) the Servicer certifies to the Trustee and the Collateral Administrator (upon which certificate the Trustee and the Collateral Administrator shall rely absolutely and without enquiry or liability) that it believes that such S&P Rating determined by the Servicer is commercially reasonable and that the S&P Rating will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations

subject to an S&P Rating determined by the Servicer in accordance with (A) does not exceed 5.0 per cent. of the Aggregate Principal Balance (for such purpose, the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value); provided further that (x) if such information is not submitted within such thirty day period and (y) following the end of the ninety day period set forth above, pending receipt from S&P of such estimate, the Collateral Debt Obligation shall have an S&P Rating of "CCC-"; unless, in the case of clause (y) above, during such ninety day period, the Servicer has requested the extension of such period and S&P, in its sole discretion, has granted such request; provided further that if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be "CCC-", pending receipt from S&P of such estimate and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; provided further that such credit estimate shall expire twelve months after the acquisition of such Collateral Debt Obligation, following which such Collateral Debt Obligation shall have an S&P Rating of "CCC-" unless, during such twelve-month period, the Issuer (or the Servicer acting on behalf of the Issuer) applies for renewal thereof in accordance with the Servicing Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate shall be the S&P Rating of such Collateral Debt Obligation; provided further that such confirmed or revised credit estimate shall expire on the next succeeding twelve-month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Servicing Agreement) on each twelve-month anniversary thereafter; and

(iii) with respect to a Collateral Debt Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Debt Obligation will at the election of the Issuer (at the direction of the Servicer) be "CCC-"; provided that (i) neither the Obligor of such Collateral Debt Obligation nor any of its Affiliates are subject to any bankruptcy or reorganisation proceedings; (ii) the Obligor thereof has not defaulted on any payment obligation in respect of any debt security or other obligation of such Obligor at any time within the two year period ending on such date of determination and all such debt securities and other obligations of the Obligor are current and the Servicer reasonably expects them to remain current; and (iii) the Collateral Debt Obligation is current and the Servicer reasonably expects it to remain current,

and provided that, for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch positive" by S&P, such rating will be treated as being one sub-category above such assigned rating, (y) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch negative" by S&P, such rating will be treated as being one sub-category below such assigned rating and (z) only ratings assigned on the basis of ongoing surveillance (including any rating assigned by Moody's or Fitch) will be applicable for the purposes of determining the S&P Rating of a Collateral Debt Obligation, and provided further that in the case only where the S&P Rating is derived from a rating assigned by Moody's or Fitch then the rating assigned by Moody's from which such S&P Rating is derived shall (x) if the applicable rating assigned by Moody's or Fitch to an Obligor or its obligations is on "credit watch positive" by Moody's or "rating watch positive" by Fitch, be treated as being one sub category above such assigned rating and (y) if the applicable rating assigned by Moody's to an Obligor or its obligations is on "credit watch negative" by Moody's or "rating watch negative" by Fitch, such rating will be treated as being one sub-category below such assigned rating; and with respect to any Collateral Debt Obligation whose rating cannot be determined using any of the steps set out in paragraphs (a) to (d) above, the S&P Rating for such Collateral Debt Obligation shall be "CC".

"**S&P Recovery Rate**" means, in respect of each Collateral Debt Obligation, an S&P Recovery Rate determined in accordance with the Servicing Agreement or as advised by S&P. Extracts of the S&P Recovery Rates applicable under the Servicing Agreement are set out in Annex B (*S&P Recovery Rates*) of this Offering Circular.

"**Sale Proceeds**" means:

(a) all proceeds received upon the sale of any Collateral Debt Obligation (other than any Non-Euro Obligations with a related Currency Hedge Transaction) excluding any sale proceeds representing accrued interest designated as Interest Proceeds, by the Servicer provided that no such designation may be made in respect of: (i) Purchased Accrued Interest; or (ii) proceeds that represent deferred interest accrued in respect of any PIK Security; or (iii) proceeds representing accrued interest received in respect of any Defaulted Obligation unless and until such amounts represent Defaulted Obligation Excess Amounts;

(b) in the case of any Non-Euro Obligation with a related Currency Hedge Transaction, all amounts in Euros (or other currencies, if applicable) received by the Issuer from the applicable Currency Hedge Counterparty in exchange for payment by the Issuer of the sale proceeds of any Collateral Debt Obligation as described in paragraph (a) above, under the related Currency Hedge Transaction; and

(c) in the case of any Collateral Enhancement Obligation or Exchanged Security, all proceeds and any fees received upon the sale of such Collateral Enhancement Obligation or Exchanged Security (as applicable),

in each case net of any amounts expended by or payable by the Issuer or the Collateral Administrator (on behalf of the Issuer) in connection with sale, disposition or termination of such Collateral Debt Obligation and, where applicable, converted into Euro at the Applicable Exchange Rate.

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

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

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

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

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

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

"**Scheduled Principal Proceeds**" means:

(a) in the case of any Collateral Debt Obligation (other than Non-Euro Obligations with a related Currency Hedge Transaction), scheduled principal repayments received by the Issuer (including scheduled amortisation, instalment or sinking fund payments);

(b) in the case of any Non-Euro Obligation with a related Currency Hedge Transaction, scheduled final and interim payments in the nature of principal payable to the Issuer by the applicable Currency Hedge Counterparty under the related Currency Hedge Transaction; and

(c) in the case of any Hedge Agreements, any Hedge Replacement Receipts and Hedge Counterparty Termination Payments transferred from the Hedge Termination Accounts into the Principal Account and any amounts transferred from Counterparty Downgrade Collateral Accounts to the Principal Account in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*).

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

"**Second Lien Loan**" means a collateral debt obligation which is a debt obligation (other than a Senior Secured Loan or a Mezzanine Obligation) with a junior contractual claim on tangible or intangible property (which property is subject to a prior lien (other than customary permitted liens, such as, but not limited to, any tax liens)) to secure payment of a debt or the fulfilment of a contractual obligation, as determined by the Servicer in its reasonable commercial judgement or a Participation therein.

"**Secured Obligations**" has the meaning given to it in the Trust Deed.

"**Secured Party**" means each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Subordinated Noteholders, the Placement Agent, the Servicer, the Trustee, any Receiver, any Appointee, the Agents, each Reporting Delegate, each Hedge Counterparty and the Corporate Services Provider, and "**Secured Parties**" means any two or more of them as the context so requires.

"**Secured Senior RCF Percentage**" means 20.0 per cent. or a greater percentage, if Rating Agency Confirmation from each Rating Agency is obtained.

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

"**Securitisation Regulation**" means EU Regulation No 2017/2402 as may be amended, replaced or supplemented from time to time.

"**Selling Institution**" means an institution from whom: (i) a Participation is taken and satisfies the applicable Rating Requirement; or (ii) an Assignment is acquired.

"**Semi-Annual Obligations**" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than quarterly.

"**Senior Servicing Fee**" has the meaning given to it in the Term Sheet.

"**Senior Expenses Cap**" has the meaning given to it in the Term Sheet.

"**Senior Loan**" means a Collateral Debt Obligation that is a Senior Secured Loan, an Unsecured Senior Loan or a Second Lien Loan as determined by the Servicer in its reasonable commercial judgement.

"**Senior Secured Bond**" means a Collateral Debt Obligation that is a senior secured debt security in the form of, or represented by, a bond, note, certificated debt security or other debt security (that is not a Senior Secured Loan) as determined by the Servicer in its reasonable commercial judgement or a Participation therein, provided that:

(a) it is secured:

(i) by assets of the Obligor thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such security is consistent with reasonable secured lending practices); and otherwise

(ii) by at least 80.0 per cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and

(b) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (a) above *provided that* (i) any revolving loan of the Obligor that pursuant to its terms may require one or more future advances to be made to the borrower may, in each case, have a higher priority security interest in such assets or shares in the event of an enforcement in respect of such loan and (ii) in respect of such revolving loans and solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent up to the Secured Senior RCF Percentage of the Obligor's senior debt.

"**Senior Secured Loan**" means a Collateral Debt Obligations that is a senior secured loan obligation as determined by the Servicer in its reasonable commercial judgement or a Participation therein, provided that:

(a) it is secured: (i) by assets of the Obligor thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such security is consistent with reasonable secured lending practices); and otherwise (ii) by at least 80.0 per cent. of the equity interests in the stock of an entity owning, either directly or indirectly, such assets; and

(b) no other obligation of the Obligor has any higher priority security interest in such assets or stock referred to in (a) above *provided that* (i) any revolving loan of the Obligor that pursuant to its terms may require one or more future advances to be made to the borrower may, in each case, have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan and (ii) in respect of such revolving loans and solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent up to the Secured Senior RCF Percentage of the Obligor's senior debt.

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

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

(a) do not carry a right to vote in respect of or be counted for the purposes of determining a quorum and the result of votes in respect of a Servicer Removal Resolution and/or a Servicer Replacement Resolution but which do carry a right to vote on and be so counted in respect of all other matters in respect of which the Servicer Removal and Replacement Voting Notes have a right to vote and be so counted; and

(b) are exchangeable into:

(i) Servicer Removal and Replacement Non-Voting Notes at any time; or

(ii) Servicer Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of the transferor.

"**Servicer Removal and Replacement Non-Voting Notes**" means Notes which:

(a) do not carry a right to vote in respect of or be counted for the purposes of determining a quorum and the result of votes in respect of a Servicer Removal Resolution and/or a Servicer Replacement Resolution but which do carry a right to vote on and be so counted in respect of all other matters in respect of which the Servicer Removal and Replacement Voting Notes have a right to vote and be so counted; and

(b) are not exchangeable into Servicer Removal and Replacement Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes at any time.

"**Servicer Removal and Replacement Voting Notes**" means Notes which:

(a) carry a right to vote, in respect of and be counted for the purposes of determining a quorum and the result of any votes in respect of a Servicer Removal Resolution and/or a Servicer Replacement Resolution and all other matters as to which Noteholders are entitled to vote; and

(b) are, at any time, exchangeable into:

(i) Servicer Removal and Replacement Non-Voting Notes; or

(ii) Servicer Removal and Replacement Exchangeable Non-Voting Notes.

"**Servicer Removal Resolution**" means any Resolution, vote, written direction or consent of the Noteholders in relation to the removal of the Servicer in accordance with the Servicing Agreement.

"**Servicer Replacement Resolution**" means any Resolution, vote, written direction or consent of the Noteholders in relation to the appointment of a successor Servicer or any assignment or delegation by the Servicer of its rights or obligations, in each case, in accordance with the Servicing Agreement.

"**Servicer Related Person**" means any Affiliate of the Servicer, any Affiliate of Palmer Square, any director, employee, officer, personnel, partner, member and/or other professional staff of the Servicer or any of their Affiliates, or any fund, entity or account for which the Servicer or any of their respective Affiliates acts as an investment manager or servicer or exercises discretionary voting authority on behalf of such fund, entity or account.

"**Servicing Fee**" has the meaning given to it in the Term Sheet.

"**Similar Law**" means any federal, state, local or non-U.S. law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Servicer (or other persons responsible for the investment and operation of the Issuer's assets) to any Other Plan Law.

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

"**Specified Participation Agreement**" means that certain master participation agreement, dated on or around 2 October 2020, between the Issuer, as seller, and the buyer party thereto.

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

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

"**Subordinated Servicing Fee**" has the meaning given to it in the Term Sheet.

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

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

"**Target Par Amount**" means €200,000,000.

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

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

"**TCA**" means the Taxes Consolidation Act 1997 of Ireland (as amended).

"**Term Sheet**" has the meaning given to it in the Trust Deed.

"**Trading Requirements**" means:

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

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

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

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

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

"**Transaction Documents**" means the Trust Deed (including these Conditions and the Notes), the Agency Agreement, the Placement Agency Agreement, the Retention Note Purchase Deed, the Servicing Agreement, any Hedge Agreements, the Risk Retention Letter, any Reporting Delegation Agreement, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Warehouse Termination Agreement, the Specified Participation Agreement and any document supplemental thereto or issued in connection therewith.

"**Transparency Report**" means the report defined as such in the Servicing Agreement which is prepared by a third party on behalf of the Issuer (in accordance with the form set out in the Transparency RTS) and made available via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes.

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

"**Trustee Fees and Expenses**" means the fees and expenses (including, without limitation, legal fees and the fees and expenses of any other professional advisers) and all other amounts payable to the Trustee or to any Receiver or Appointee pursuant to the Trust Deed or any other Transaction Document from time to time plus any applicable VAT thereon payable under the Trust Deed or any other Transaction Document (and in the case of any costs and expenses, such VAT to be limited to irrecoverable VAT), including indemnity payments and any fees, costs, charges and expenses (including, without limitation, legal fees and the fees and expenses of any other professional advisers) properly incurred by the Trustee in respect of any Refinancing.

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

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

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

"**Underlying Instrument**" means the agreements or instruments pursuant to which a Collateral Debt Obligation has been issued or created and each other agreement that governs the terms of, or secures the obligations represented by, such Collateral Debt Obligation or under which the holders or creditors under such Collateral Debt Obligation are the beneficiaries.

"**Unfunded Amount**" means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, the excess, if any, of: (i) the Commitment Amount under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, as the case may be, at such time; over (ii) the Funded Amount thereof at such time.

"**Unfunded Revolver Reserve Account**" means the account of the Issuer established and maintained with the Account Bank pursuant to the Agency Agreement, amounts standing to the credit of which, subject to certain conditions, may be used to fund in full the amount of any unfunded commitments or unfunded liabilities from time to time, in relation to Delayed Drawdown Collateral Debt Obligations and Revolving Obligations.

"**Unhedged Collateral Debt Obligation**" means a Non-Euro Obligation which is not a Currency Hedge Obligation.

"**Unscheduled Principal Proceeds**" means: (a) with respect to any Collateral Debt Obligation (other than Non-Euro Obligations with a related Currency Hedge Transaction), principal proceeds received by the Issuer prior to the Collateral Debt Obligation Stated Maturity thereof as a result of optional redemptions, prepayments (including any acceleration) or Offers (excluding any premiums or make whole amounts in excess of the principal amount of such Collateral Debt Obligation); and (b) with respect to any Non-Euro Obligation with a related Currency Hedge Transaction any amounts in Euro payable to the Issuer by the applicable Currency Hedge Counterparty in exchange for payment by the Issuer of any unscheduled principal proceeds received in respect of any Collateral Debt Obligation under the related Currency Hedge Transaction.

"**Unsecured Senior Bond**" means a Collateral Debt Obligation that is a senior unsecured debt security in the form of or represented by a bond, note, certificated debt security or other debt security (that is not an Unsecured Senior Loan) as determined by the Servicer in its reasonable business judgment, provided that it:

(a) is senior to any unsecured, subordinated obligation of the Obligor as determined by the Servicer in its reasonable business judgment; and

(b) is not secured:

  (i) by fixed assets of the Obligor or guarantor thereof if and to the extent that the granting of security over such assets is permissible under applicable law; or

  (ii) by at least 80.0 per cent. of the equity interests in the stock of an entity owning such fixed assets.

"**Unsecured Senior Loan**" means a Collateral Debt Obligation that:

(a) is a loan obligation senior to any unsecured, subordinated obligation of the Obligor as determined by the Servicer in its reasonable commercial judgement; and

(b) is not secured:

(i) by fixed assets of the Obligor or guarantor thereof if and to the extent that the granting of security over assets is permissible under applicable law; or

(ii) by at least 80.0 per cent. of the equity interests in the stock of an entity owning such fixed assets.

"**Unused Proceeds Account**" means an account in the name of the Issuer with the Account Bank into which the Issuer will procure amounts are deposited in accordance with Condition 3(j)(iii) (*Unused Proceeds Account*).

"**VAT**" means:

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

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

"**Warehouse Arrangements**" means the warehouse financing and related arrangements entered into by the Issuer prior to the Issue Date to finance the acquisition of Collateral Debt Obligations prior to the Issue Date.

"**Warehouse Termination Agreement**" means the deed of release dated 6 October 2020, relating to the termination of the Warehouse Arrangements.

"**Weighted Average Fixed Coupon**" means, as of any Measurement Date, is the number expressed as a percentage obtained by dividing:

(a) the amount equal to the Aggregate Coupon; by

(b) an amount equal to the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations as of such Measurement Date,

in each case, excluding, for any Mezzanine Obligation, any interest that has been deferred and capitalised thereon and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations.

"**Weighted Average Floating Spread**" as of any Measurement Date, is the number obtained by dividing:

(a) the amount equal to (i) the Aggregate Funded Spread plus (ii) the Aggregate Unfunded Spread plus (iii) the Aggregate Excess Funded Spread; by

(b) an amount equal to (i) the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Measurement Date, in respect of any Deferring Security excluding any interest that has been deferred and capitalised thereon and (ii) the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations which are subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate,

in each case adjusted for any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty.

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

"**Written Resolution**" means any Resolution of the Noteholders of each relevant Class in writing, as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

2 FORM AND DENOMINATION, TITLE, TRANSFER AND EXCHANGE

(a) Form and Denomination

The Notes of each Class may be issued in: (i) global, certificated, fully registered form, without interest coupons, talons and principal receipts attached; or (ii) definitive, certificated, fully registered form, without interest coupons, talons and principal receipts attached, in each case in the applicable Minimum Denomination and integral multiples of any Authorised Integral Amount in excess thereof. A Global Certificate or Definitive Certificate (as applicable) will be issued to each Noteholder in respect of its registered holding of Notes. Each Definitive Certificate will be numbered serially with an identifying number which will be recorded in the Register which the Issuer shall procure to be kept by the Registrar. The Register shall be kept and maintained outside the UK and no copy of the Register shall be created, kept or maintained in the UK.

(b) Title to the Registered Notes

Title to the Notes passes upon registration of transfers in the Register in accordance with the provisions of the Agency Agreement and the Trust Deed. Notes will be transferable only on the books of the Issuer and its agents. The registered holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

(c) Transfer

In respect of Notes represented by a Definitive Certificate, one or more such Notes may be transferred in whole or in part in nominal amounts of the applicable Authorised Denomination only upon the surrender, at the specified office of the Registrar or any Transfer Agent, of the Definitive Certificate representing such Note(s) to be transferred, with the form of transfer endorsed on such Definitive Certificate duly completed and executed and together with such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Notes represented by one Definitive Certificate, a new Definitive Certificate will be issued to the transferee in respect of the part transferred and a further new Definitive Certificate in respect of the balance of the holding not transferred will be issued to the transferor.

Interests in a Global Certificate will be transferable in accordance with the rules and procedures for the time being of the relevant Clearing System.

(d) Delivery of New Certificates

Each new Definitive Certificate to be issued pursuant to Condition 2(c) (*Transfer*) will be available for delivery within five Business Days of receipt of such form of transfer or of surrender of an existing certificate upon partial redemption. Delivery of new Definitive Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar, as the case may be, to whom delivery or surrender shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the form of transfer or otherwise in writing, shall be mailed by pre-paid first class post, at the risk of the holder entitled to the new Definitive Certificate, to such address as may be so specified. In this Condition 2(d) (*Delivery of New Certificates*), "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified offices of the Transfer Agent and the Registrar.

(e) Transfer Free of Charge

Transfer of Notes and Global Certificates or Definitive Certificates (as applicable) representing such Notes in accordance with these Conditions on registration or transfer will be effected without charge to the Noteholder by or on behalf of the Issuer, the Registrar or a Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or such Transfer Agent may

require in respect thereof) of any tax or other governmental charges which may be imposed in relation to such transfer.

(f) Closed Periods

No Noteholder may require the transfer of a Note to be registered: (i) during the period of 15 calendar days ending on the due date for redemption (in full) of that Note; or (ii) during the period of seven calendar days ending on (and including) any Record Date.

(g) Regulations Concerning Transfer and Registration

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes scheduled to the Trust Deed, including without limitation, that a transfer of Notes in breach of certain of such regulations will result in such transfer being void *ab initio*. The regulations may be changed by the Issuer in any manner which is reasonably required by the Issuer (after consultation with the Trustee) to reflect changes in legal or regulatory requirements or in any other manner which, in the opinion of the Issuer (after consultation with the Trustee and subject to not less than 60 calendar days' notice of any such change having been given to the Noteholders in accordance with Condition 16 (*Notices*)), is not prejudicial to the interests of the holders of the relevant Class of Notes. A copy of the current regulations may be inspected at the offices of any Transfer Agent during usual business hours on any Business Day for the term of the Notes and will be sent by the Registrar to any Noteholder who so requests.

(h) Forced Transfer of Rule 144A Notes

If the Issuer determines at any time that a holder of Rule 144A Notes is not a QIB/QP (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI and a QP) (any such person, a "**Non-Permitted Holder**"), the Issuer may, promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such holder transfer its Notes outside the U.S. to a non-U.S. Person or within the U.S. to a QIB/QP within 30 calendar days of the date of receipt of such notice. If such holder fails to effect the transfer of its Rule 144A Notes within such period, such holder may be required by the Issuer to sell such Rule 144A Notes to a purchaser selected by the Issuer on such terms as the Issuer may choose, subject to the transfer restrictions set out herein. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Rule 144A Notes and selling such Rule 144A Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder and each other person in the chain of title from the permitted Noteholder to the Non-Permitted Holder by its acceptance of an interest in the Rule 144A Notes agrees to cooperate with the Issuer and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer, subject to the transfer restrictions set out herein, and neither the Issuer nor the Trustee shall be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion. The Issuer and the Trustee reserve the right to require any holder of Notes to submit a written certification substantiating that it is a QIB/QP (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI and a QP) or a non-U.S. Person. If such holder fails to submit any such requested written certification on a timely basis, the Issuer and the Trustee have the right to assume that the holder of the Notes from whom such a certification is requested is neither a non-U.S. Person nor a QIB/QP (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI and a QP). Furthermore, the Issuer and the Trustee reserve the right to refuse to honour a transfer of beneficial interests in a Rule 144A Note to any Person who is not either a non-U.S. Person or a QIB/QP.

(i) Forced Sale pursuant to FATCA

Each Noteholder (which, for the purposes of this Condition 2(i) (*Forced Sale pursuant to FATCA*) may include a nominee or beneficial owner of a Note) will agree to provide the Issuer and its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and/or the CRS and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer. In the event the Noteholder fails to provide such information or documentation for the purposes of FATCA, or to the extent that its ownership of the Notes would otherwise cause the Issuer to be subject to tax under FATCA: (A) the Issuer and its agents are authorised to withhold amounts otherwise distributable to the Noteholder as compensation for any taxes to which the Issuer is subject under FATCA as a result of such failure or the Noteholder's ownership of Notes; and (B) except in the case of the Retention Notes, to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or the Noteholder's ownership of Notes, the Issuer will have the right to compel the Noteholder to sell its Notes, and, if the Noteholder does not sell its Notes within ten Business Days after notice from the Issuer or any agent of the Issuer, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any expenses, costs and taxes incurred by the Issuer in connection with such sale) to the Noteholder as payment in full for such Notes. The Issuer may also assign each such Note a separate ISIN in the Issuer's sole discretion. Each Noteholder agrees that the Issuer, the Trustee or their agents or representatives may (1) provide any information and documentation concerning its investment in its Notes to the Office of the Revenue Commissioners of Ireland, the U.S. Internal Revenue Service and any other relevant tax authority and (2) take such other steps as they deem necessary or helpful to ensure that the Issuer complies with FATCA and/or the CRS.

(j) Forced Transfer pursuant to ERISA

If any Noteholder is determined by the Issuer to be a Noteholder who has made or is deemed to have made a prohibited transaction, Benefit Plan Investor, Controlling Person, Other Plan Law or Similar Law representation that is subsequently shown to be false or misleading, or whose beneficial ownership otherwise causes a violation of the 25.0 per cent. limitation set out in ERISA and the relevant regulations (any such Noteholder a "**Non-Permitted ERISA Holder**"), the Non-Permitted ERISA Holder may be required by the Issuer to sell or otherwise transfer its Notes to an eligible purchaser (selected by the Issuer) within 10 Business Days after notice at a price to be agreed between the Issuer (exercising its sole discretion) and such eligible purchaser at the time of sale, subject to the transfer restrictions set out in the Trust Deed. Each Noteholder and each other Person in the chain of title from the Noteholder, by its acceptance of an interest in such Notes, agrees to cooperate with the Issuer and the Trustee, to the extent required to effect such transfers. None of the Issuer, the Trustee and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted ERISA Holder will receive the balance, if any.

(k) Forced Transfer mechanics

In order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(j) (*Forced Transfer pursuant to ERISA*) and 2(i) (*Forced Sale pursuant to FATCA*), the Issuer may repay any affected Notes and issue replacement Notes and the Issuer, the Trustee and the Agents (each at the expense of the Issuer) shall work with the Clearing Systems to take such action as may be necessary to effect such repayment and issue of replacement Notes. None of the Issuer, the Trustee or any Agent shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such forced sale or transfer.

(l) Registrar authorisation

The Noteholders hereby authorise the Issuer, the Registrar and the Clearing Systems to take such actions as are necessary in order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(j) (*Forced Transfer pursuant to ERISA*) and 2(i) (*Forced Sale pursuant to FATCA*) above without the need for any further

express instruction from any affected Noteholder. The Noteholders shall be bound by any actions taken by the Issuer, the Registrar, the Clearing Systems or any other party taken pursuant to the above-named Conditions.

(m) Exchange of Voting/Non-Voting Notes

A Noteholder holding Notes in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to the Registrar or a Transfer Agent of a written request that such Notes be exchanged for Notes in the form of Servicer Removal and Replacement Non-Voting Notes.

A Noteholder holding Notes in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to the Registrar or a Transfer Agent of a written request that such Notes be exchanged for Notes in the form of Servicer Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of such Noteholder.

Notes in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes shall not be exchanged for Notes in the form of Servicer Removal and Replacement Voting Notes in any other circumstances.

Notes in the form of Servicer Removal and Replacement Non-Voting Notes shall not be exchangeable at any time for Notes in the form of Servicer Removal and Replacement Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes.

Notes in the form of Servicer Removal and Replacement Voting Notes shall be exchangeable at any time for Notes in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes.

(n) Contributions

Any Subordinated Noteholder may: (i) make a contribution of cash; or (ii) to the extent permitted by the applicable clearing system, by notice in writing to the Issuer, the Trustee, the Collateral Administrator and the Servicer designate as a contribution any portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed on its Notes in accordance with the Priorities of Payment (each, a "**Contribution**" and each such Noteholder, a "**Contributor**"). The Servicer, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion. If a Contribution is accepted, it will be received into the Contribution Account and applied by the Servicer on behalf of the Issuer as directed by the Contributor at the time such Contribution is made (or, if no direction is given by the Contributor, at the Servicer's reasonable discretion) in accordance with Condition 3(j)(xii) (*Contribution Account*). No Contribution or portion thereof will be returned to the Contributor at any time (other than in accordance with the Priorities of Payment).

3 STATUS

(a) Status

The Notes of each Class constitute direct, general, secured, unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 4(c) (*Limited Recourse*). The Notes of each Class are secured in the manner described in Condition 4(a) (*Security*) and, within each Class, shall at all times rank *pari passu* and without any preference amongst themselves.

(b) Relationship Among the Classes

The Notes of each Class are constituted by the Trust Deed and are secured on the Collateral as further described in the Trust Deed. Payments of interest on the Class A Notes will be senior in right of payment to payments of interest in respect of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of

interest on the Class B Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes but senior in right of payment to payments of interest in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class C Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes and the Class B Notes, but senior in right of payment to payments of interest in respect of the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class D Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest in respect of the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class E Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, but senior in right of payment to payments of interest in respect of the Class F Notes and the Subordinated Notes; payments of interest on the Class F Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, but senior in right of payment to payments of interest in respect of the Subordinated Notes; and payments of interest on the Subordinated Notes will be subordinated in right of payment to payments of interest in respect of the Rated Notes. Interest on the Subordinated Notes shall be paid *pari passu* and without any preference amongst themselves.

No amount of principal in respect of the Class B Notes shall become due and payable until redemption and payment in full of the Class A Notes. No amount of principal in respect of the Class C Notes shall become due and payable until redemption and payment in full of the Class A Notes and the Class B Notes. No amount of principal in respect of the Class D Notes shall become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes. No amount of principal in respect of the Class E Notes shall become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. No amount of principal in respect of the Class F Notes shall become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Subject to the applicability of the Post-Acceleration Priority of Payments, the Subordinated Notes will be entitled to receive, out of Principal Proceeds, the amounts described under the Principal Proceeds Priority of Payments on a *pari passu* basis. Payments on the Subordinated Notes are subordinated to payments on the Rated Notes and other amounts described in the Priorities of Payment and no payments out of Principal Proceeds will be made on the Subordinated Notes until the Rated Notes and other payments ranking prior to the Subordinated Notes in accordance with the Priorities of Payment are paid in full.

(c) Priorities of Payment

The Collateral Administrator shall (on the basis of the Payment Date Report prepared by the Collateral Administrator in consultation with the Servicer pursuant to the terms of the Servicing Agreement on each Determination Date), on behalf of the Issuer: (i) on each Payment Date prior to the delivery of an Acceleration Notice (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*); (ii) following delivery of an Acceleration Notice (deemed or otherwise) which has subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*); and (iii) other than in connection with an Optional Redemption in whole under Condition 7(b) (*Optional Redemption*) or in accordance with Condition 7(e) (*Redemption following Note Tax Event*) (in which event the Post-Acceleration Priority of Payments shall apply to Interest Proceeds and Principal Proceeds, but not, for the avoidance of doubt, Collateral Enhancement Obligation Proceeds), instruct the Account Bank to disburse Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligations Proceeds transferred to the Payment Account, in each case, in accordance with the following Priorities of Payment:

(i) Application of Interest Proceeds

Subject as further provided below, Interest Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and, in the case of any Payment Date that is a Partial Redemption

Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

(A) to the payment of: (i) firstly Taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the Issuer Profit Amount referred to in (ii) below and any VAT payable in relation to a payment made by the Issuer pursuant to the Priorities of Payment), as certified by an Authorised Officer of the Issuer to the Trustee, if any; and (ii) secondly the Issuer Profit Amount to be retained by the Issuer, for deposit into the Issuer Profit Account from time to time;

(B)

(1) *firstly*, to the payment of accrued and unpaid Trustee Fees and Expenses, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period; provided that following the occurrence of an Event of Default that is continuing, the Senior Expenses Cap shall not apply in respect of such Trustee Fees and Expenses; and

(2) *secondly*, to the payment of Administrative Expenses in the priority stated in the definition thereof, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B)(1) above, provided that following the occurrence of an Event of Default that is continuing, the Senior Expenses Cap shall not apply in respect of such Administrative Expenses;

(C) to the Expense Reserve Account, at the Servicer's discretion, of an amount equal to the Ongoing Expense Reserve Amount;

(D) to the payment:

(1) *firstly*, to the Servicer of the Senior Servicing Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority) (save for any Deferred Senior Servicer Amounts) except that the Servicer may, in its sole discretion, elect to:

(a) defer payment of some or all of the amounts that would have been payable to the Servicer under this paragraph (D) (any such amounts, being "**Deferred Senior Servicer Amount**") on any Payment Date; and/or

(b) irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (D) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraphs (E) through (X) (inclusive) below,

subject, in each case, to the Servicer having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied; and

(2) *secondly*, to the Servicer, any previously due and unpaid Senior Servicing Fees (other than Deferred Senior Servicer Amounts) and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority),

(E)

(1) *firstly* to the payment, on a *pro rata* and *pari passu* basis, of: (i) any Scheduled Periodic Hedge Issuer Payments; (ii) any Currency Hedge Issuer Termination Payments (to the extent not paid out of the Currency Account, any relevant Counterparty Downgrade Collateral Accounts or the relevant Hedge Termination Account and other than Defaulted Currency Hedge Termination Payments); and (iii) any Interest Rate Hedge Issuer Termination Payments (to the extent not paid out of the Interest Account or the relevant Hedge Termination Account, any relevant Counterparty Downgrade Collateral Accounts and other than Defaulted Interest Rate Hedge Termination Payments); and

(2) *secondly*, on a *pro rata* basis, to the payment of any Hedge Replacement Payments (to the extent not paid out of the relevant Hedge Termination Account or the Counterparty Downgrade Collateral Account);

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

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

(H) if either of the Class A/B Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class A/B Coverage Test to be satisfied if recalculated following such redemption;

(I) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class C Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(J) to the payment on a *pro rata* basis of any Deferred Interest on the Class C Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(K) if either of the Class C Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class C Coverage Test to be satisfied if recalculated following such redemption;

(L) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class D Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(M) to the payment on a *pro rata* basis of any Deferred Interest on the Class D Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(N) if either of the Class D Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary

to cause each Class D Coverage Test to be satisfied if recalculated following such redemption;

(O) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class E Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(P) to the payment on a *pro rata* basis of any Deferred Interest on the Class E Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(Q) if either of the Class E Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class E Coverage Test to be satisfied if recalculated following such redemption;

(R) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class F Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(S) to the payment on a *pro rata* basis of any Deferred Interest on the Class F Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(T) if the Class F Par Value Test is not satisfied on the First Test Date or on any Determination Date thereafter to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause the Class F Par Value Test to be satisfied if recalculated following such redemption;

(U) to the payment:

(1) *firstly*, to the Servicer of the Subordinated Servicing Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority) (save for any Deferred Senior Servicer Amounts and Deferred Subordinated Servicer Amounts) until such amount has been paid in full except that the Servicer may, in its sole discretion, elect to:

(a) defer payment of some or all of the amounts that would have been payable to the Servicer under this paragraph (U) (any such amounts, being "**Deferred Subordinated Servicer Amounts**") on any Payment Date; and/or

(b) irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (U) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraphs (V) through (X) (inclusive) below,

subject, in each case, to the Servicer having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied;

(2) *secondly*, to the Servicer of any previously due and unpaid Subordinated Servicing Fee (other than Deferred Senior Servicer

Amounts and Deferred Subordinated Servicer Amounts) and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority);

(3) *thirdly*, at the election of the Servicer (in its sole discretion) to the Servicer in payment of any previously Deferred Senior Servicer Amounts and Deferred Subordinated Servicer Amounts and to the relevant tax authority any VAT in respect thereof payable directly thereto; and

(4) *fourthly*, to the repayment of any Servicer Advances and any interest thereon;

(V)

(1) *firstly*, to the payment of Trustee Fees and Expenses (if any) not paid by reason of the Senior Expenses Cap;

(2) *secondly*, to the payment of Administrative Expenses (if any) not paid by reason of the Senior Expenses Cap, in relation to each item thereof in the order of priority stated in the definition thereof;

(3) *thirdly*, to the payment on a *pari passu* and *pro rata* basis of any Defaulted Currency Hedge Termination Payments due to any Currency Hedge Counterparty or Defaulted Interest Rate Hedge Termination Payments due to any Interest Rate Hedge Counterparty (in each case to the extent not paid out of the Hedge Termination Accounts or any relevant Counterparty Downgrade Collateral Account);

(W) at any time, at the direction and in the discretion of the Servicer, to transfer to the Collateral Enhancement Account, any Collateral Enhancement Amount; *provided that* to do so would not cause a Retention Deficiency; and

(X)

(1) *firstly*, if the Incentive Servicing Fee IRR Threshold has not been reached, any remaining Interest Proceeds to the payment of interest on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Servicing Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments (including pursuant to paragraph (X)(1) above), the Incentive Servicing Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, up to the Incentive Servicing Fee Percentage of any remaining Interest Proceeds, to the payment to the Servicer as an Incentive Servicing Fee, except that the Servicer may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (X)(2)(a) on

any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (X)(2)(c) below;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Servicing Fee referred to in paragraph (X)(2)(a) above (whether payable to the Servicer or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Interest Proceeds, to the payment of interest on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(ii) Application of Principal Proceeds

Principal Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and, in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

(A) to the payment on a sequential basis of the amounts referred to in paragraphs (A) through (H) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;

(B) to the payment of the amounts referred to in paragraph (I) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class C Notes are the Controlling Class;

(C) to the payment of the amounts referred to in paragraph (J) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class C Notes are the Controlling Class;

(D) to the payment of the amounts referred to in paragraph (K) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date with respect to the Class C Notes to be met as of the related Determination Date;

(E) to the payment of the amounts referred to in paragraph (L) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class D Notes are the Controlling Class;

(F) to the payment of the amounts referred to in paragraph (M) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class D Notes are the Controlling Class;

(G) to the payment of the amounts referred to in paragraph (N) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date with respect to the Class D Notes to be met as of the related Determination Date;

(H) to the payment of the amounts referred to in paragraph (O) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class E Notes are the Controlling Class;

(I) to the payment of the amounts referred to in paragraph (P) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class E Notes are the Controlling Class;

(J) to the payment of the amounts referred to in paragraph (Q) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class E Coverage Tests that are applicable on such Payment Date with respect to the Class E Notes to be met as of the related Determination Date;

(K) to the payment of the amounts referred to in paragraph (R) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class F Notes are the Controlling Class;

(L) to the payment of the amounts referred to in paragraph (S) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class F Notes are the Controlling Class;

(M) to the payment of the amounts referred to in paragraph (T) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class F Par Value Test that is applicable on such Payment Date with respect to the Class F Notes to be met as of the related Determination Date;

(N) to redeem the Notes in accordance with the Note Payment Sequence;

(O) to the payment on a sequential basis of the amounts referred to in paragraphs (U) through (V) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder; and

(P)

(1) *firstly*, if the Incentive Servicing Fee IRR Threshold has not been reached, any remaining Principal Proceeds to the payment on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Servicing Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments (including pursuant to paragraph (S)(1) above), the Incentive Servicing Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, the Incentive Servicing Fee Percentage of any remaining Principal Proceeds, to the payment to the Servicer as an Incentive Servicing Fee, except that the Servicer may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (S)(2)(a) on any

Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (S)(2)(c) below;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Servicing Fee referred to in (S)(2)(a) above (whether payable to the Servicer or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Principal Proceeds, to the payment of principal on the Subordinated Notes on a *pro rata* basis and thereafter to the payment of interest on a *pro rata* basis on the Subordinated Notes (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(iii) Application of Collateral Enhancement Obligation Proceeds

Collateral Enhancement Obligation Proceeds in respect of a Due Period that are not paid into the Principal Account or the Interest Account (at the discretion of the Servicer) shall be paid on the Payment Date immediately following such Due Period in the following order of priority:

(A) to the payment of interest on the Subordinated Notes until the Incentive Servicing Fee IRR Threshold has been reached; and

(B) if the Incentive Servicing Fee IRR Threshold has been reached:

(1) *firstly*, the Incentive Servicing Fee Percentage of any remaining Collateral Enhancement Obligation Proceeds, to the payment to the Servicer as the accrued but unpaid Incentive Servicing Fee due and payable on such Payment Date, except that the Servicer may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (B)(1) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (B)(3) below;

(2) *secondly*, to the payment of any VAT in respect of the Incentive Servicing Fee referred to in paragraph (B)(1) above (whether payable to the Servicer or directly to the relevant taxing authority); and

(3) *thirdly*, any remaining Collateral Enhancement Obligation Proceeds, to the payment of principal on the Subordinated Notes on a *pro rata* basis and thereafter to the payment of interest on a *pro rata* basis on the Subordinated Notes (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(iv) Taxes

Where the payment of any amount in accordance with the Priorities of Payment set out above is subject to any deduction or withholding for or on account of any Tax, payment of the amount so deducted or withheld shall be made to the relevant taxing authority

pari passu with and, so far as possible, at the same time as the payment of the amount in respect of which the relevant deduction or withholding has arisen.

If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or in respect of any other Taxes attributable to any of the items referred to in the Priorities of Payment set out above then such amounts in respect of such Taxes shall be paid *pro rata* and *pari passu* with such items (other than in respect of the Incentive Servicing Fee at paragraph (Z)(2) of the Interest Proceeds Priority of Payments and paragraph (S)(2) of the Principal Proceeds Priority of Payments and paragraph (B)(2) of the Collateral Enhancement Obligations Proceeds Priority of Payments).

(d) Non-payment of Amounts

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

Failure on the part of the Issuer to pay Interest Amounts on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes on any Payment Date prior to the Relevant Payment Date as a result of the insufficiency of available Interest Proceeds or Principal Proceeds shall not constitute an Event of Default.

Failure on the part of the Issuer to pay interest and principal amounts on the Subordinated Notes as a result of the insufficiency of available Interest Proceeds or Principal Proceeds, shall not at any time constitute an Event of Default.

Subject always, in the case of Interest Amounts payable in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to Condition 6(c) (*Deferral of Interest*) and save as otherwise provided in respect of any unpaid Servicing Fees (and VAT payable in respect thereof), in the event of non-payment of any amounts referred to in the Interest Proceeds Priority of Payments or the Principal Proceeds Priority of Payments on any Payment Date, such amounts shall remain due and shall be payable on each subsequent Payment Date in the orders of priority provided for in this Condition 3 (*Status*). References to the amounts referred to in the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments of this Condition 3 (*Status*) shall include any amounts thereof not paid when due in accordance with this Condition 3 (*Status*) on any preceding Payment Date.

(e) Determination and Payment of Amounts

The Collateral Administrator will, in consultation with the Servicer, on each Determination Date, calculate the amounts payable on the applicable Payment Date pursuant to the Priorities of Payment and will notify the Issuer and the Trustee of such amounts. The Collateral Administrator shall instruct the Account Bank or the Custodian, as applicable (acting on the basis of the Payment Date Report compiled by the Collateral Administrator on behalf of the Issuer), on behalf of the Issuer not later than 12.00 noon (London time) on the Business Day preceding each Payment Date, to disburse the amounts standing to the credit of the Principal Account, the Unused Proceeds Account and if applicable the Interest Account and the Collateral Enhancement Account (together with, to the extent applicable, amounts standing to the credit of any other Account) to the extent required to pay the amounts referred to in the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments, the Collateral Enhancement Obligation Proceeds Priority of Payments and the Post-Acceleration Priority of Payments which are payable on such Payment Date, to be transferred to the Payment Account in accordance with Condition 3(j) (*Payments to and from the Accounts*).

(f) *De minimis* Amounts

The Collateral Administrator may, in consultation with the Servicer, adjust the amounts required to be applied in payment of principal on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes from time to time pursuant to the Priorities of Payment so that the amount to be so applied in respect of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note and the Subordinated Note is a whole amount, not involving any fraction of a 0.01 Euro or, at the discretion of the Collateral Administrator, part of a Euro.

(g) Publication of Amounts

The Collateral Administrator on behalf of the Issuer will cause details of the amounts of interest and principal to be paid, and any amounts of interest payable but not paid, on each Payment Date in respect of the Notes to be notified at the expense of the Issuer to the Issuer, the Trustee, the Principal Paying Agent, the Registrar and Euronext Dublin by no later than 11.00 am (London time) on the Business Day following the applicable Payment Date and the Principal Paying Agent shall procure that details of such amounts are notified at the expense of the Issuer to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible after notification thereof to the Principal Paying Agent in accordance with the above but in no event later than (to the extent applicable) the third Business Day after the last day of the applicable Due Period.

(h) Notifications to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained or discretions exercised for the purposes of the provisions of this Condition 3 (*Status*) will (in the absence of manifest error) be binding on the Issuer, the Collateral Administrator, the Servicer, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of the fraud, negligence or wilful misconduct of the Collateral Administrator) no liability to the Issuer or the Noteholders shall attach to the Collateral Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 3 (*Status*).

(i) Accounts

The Issuer shall, on or prior to the Issue Date, establish the following accounts with the Account Bank or (as the case may be) with the Custodian:

- the Principal Account;
- the Interest Account;
- the Unused Proceeds Account;
- the Payment Account;
- the Collateral Enhancement Account;
- the Expense Reserve Account;
- the Unfunded Revolver Reserve Account;
- each Currency Account;
- the Interest Smoothing Account;
- the First Period Reserve Account;

- each Counterparty Downgrade Collateral Account;
- each Hedge Termination Account;
- the Contribution Account;
- the Collection Account;
- the Issuer Profit Account;
- the Participation Account; and
- the Custody Account.

The Account Bank and the Custodian shall at all times be a financial institution satisfying the Rating Requirement applicable thereto. If the Account Bank at any time fails to satisfy the Rating Requirement, it shall inform the Issuer and the Servicer in writing as soon as reasonably practicable, and the Issuer shall use reasonable endeavours to procure that a replacement Account Bank acceptable to the Trustee, which satisfies the Rating Requirement is appointed in accordance with the provisions of the Agency Agreement.

The Issuer shall notify the Rating Agencies of any change in the Account Bank or the Custodian following such replacement's appointment.

Amounts standing to the credit of the Accounts (other than the Unfunded Revolver Reserve Account, each Counterparty Downgrade Collateral Account, the Payment Account and the Collection Account) from time to time may be invested by the Servicer on behalf of the Issuer in Eligible Investments.

All interest accrued on any of the Accounts (other than any Counterparty Downgrade Collateral Accounts) from time to time shall be paid into the Interest Account, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All principal amounts received in respect of Eligible Investments standing to the credit of any Account from time to time shall be credited to that Account upon maturity, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All interest accrued on such Eligible Investments (including capitalised interest received upon the sale, maturity or termination of any such investment) shall be paid to the Interest Account as, and to the extent provided, above.

To the extent that any amounts required to be paid into any Account (other than any Counterparty Downgrade Collateral Accounts) pursuant to the provisions of this Condition 3 (*Status*) are denominated in a currency other than Euro, the Servicer, acting on behalf of the Issuer, may convert such amounts into the currency of the Account at the Applicable Exchange Rate.

Notwithstanding any other provisions of this Condition 3(i) (*Accounts*) or Condition 3(j) (*Payments to and from the Accounts*), all amounts standing to the credit of each of the Accounts (other than: (i) the Interest Account; (ii) the Payment Account, (iii) the Expense Reserve Account; (iv) the Collateral Enhancement Account; (v) all interest accrued on the Accounts; (vi) the Counterparty Downgrade Collateral Accounts; (vii) the Interest Smoothing Account; (viii) the Contribution Account; (ix) the First Period Reserve Account and (x) the Currency Account to the extent that the same represent Sale Proceeds, prepayments or redemptions in respect of Non-Euro Obligations sold subject to and in accordance with the terms of a Currency Hedge Transaction which shall be paid to the relevant Hedge Counterparty in accordance with the terms thereof outside the Priorities of Payment) shall be transferred to the Payment Account and shall constitute Principal Proceeds on the Business Day prior to any redemption of the Notes in full, and all amounts standing to the credit of each of the Interest Account, the Interest Smoothing Account, the Expense Reserve Account, the Collateral Enhancement Account, the First Period Reserve Account and, to the extent not required to be repaid to any Hedge Counterparty, each

Counterparty Downgrade Collateral Account shall be transferred to the Payment Account as Interest Proceeds on the Business Day prior to any redemption of the Notes in full.

Application of amounts in respect of Hedge Issuer Tax Credit Payments received by the Issuer shall be paid out of the Interest Account to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement, without regard to the Priorities of Payment.

(j) Payments to and from the Accounts

(i) Principal Account

The Issuer will procure that the following Principal Proceeds are paid into the Principal Account promptly upon receipt but in each case, if applicable:

(A) all principal payments received in respect of any Collateral Debt Obligation including, without limitation:

(1) Scheduled Principal Proceeds, other than any Hedge Replacement Receipts or Hedge Counterparty Termination Payments;

(2) amounts received in respect of any maturity, scheduled amortisation, mandatory prepayment or mandatory sinking fund payment on a Collateral Debt Obligation;

(3) Unscheduled Principal Proceeds; and

(4) any other principal payments with respect to Collateral Debt Obligations or Eligible Investments (to the extent not included in the Sale Proceeds),

but excluding any such payments received in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, to the extent required to be paid into the Unfunded Revolver Reserve Account;

(B) all interest and other amounts received in respect of any Defaulted Obligation for so long as it is a Defaulted Obligation (save for Defaulted Obligation Excess Amounts) and amounts representing the element of deferred interest in any payments received in respect of any PIK Security;

(C) all premiums (including prepayment premiums) receivable upon redemption of any Collateral Debt Obligation at maturity or otherwise or upon exercise of any put or call option in respect thereof which is above the outstanding principal amount of any Collateral Debt Obligation;

(D) all fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments or work out or restructuring of any Defaulted Obligations or Collateral Debt Obligations or in connection with any Maturity Amendment as determined by the Servicer in its reasonable discretion;

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

(F) all Distributions and Sale Proceeds received in respect of Exchanged Securities which either on a cumulative basis (i) do not exceed the principal balance of the Collateral Debt Obligation to which the Exchanged Security relates or (ii) exceed such principal balance on a cumulative basis but the Servicer otherwise elects to deposit in the Principal Account;

(G) all Purchased Accrued Interest;

(H) amounts transferred to the Principal Account from any other Account as required below;

(I) all proceeds received from any additional issuance of the Notes that are not required to be paid into the Collateral Enhancement Account or the Unused Proceeds Account;

(J) any other amounts received in respect of the Collateral which are not required to be paid into another Account;

(K) all amounts transferable from the Counterparty Downgrade Collateral Accounts to the Principal Account in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) below;

(L) all amounts transferred from the Collateral Enhancement Account in accordance with Condition 3(j)(vi)(B) (*Collateral Enhancement Account*);

(M) all amounts transferred from the Expense Reserve Account in accordance with Condition 3(j)(xi)(B)(3) (*Expense Reserve Account*);

(N) all principal payments received in respect of any Non-Eligible Issue Date Collateral Debt Obligation or any other asset which did not satisfy the Eligibility Criteria on the Issue Date and which have not been sold by the Servicer in accordance with the Servicing Agreement;

(O) all amounts transferred to the Principal Account from the Currency Account pursuant to Condition 3(j)(x)(B) (*Currency Accounts*) following exchange of such amounts into Euros (to the extent not already in Euros) by the Issuer following consultation with the Servicer;

(P) all Refinancing Proceeds;

(Q) all amounts transferred from the Contribution Account;

(R) amounts transferred from the Unused Proceeds Account in accordance with Condition 3(j)(iii) (*Unused Proceeds Account*); and

(S) any other amounts which are not required to be paid into any other Account in accordance with this Condition 3(j) (*Payments to and from the Accounts*).

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Principal Account:

(1) on the Business Day prior to each Payment Date, all Principal Proceeds standing to the credit of the Principal Account to the Payment Account to the extent required for disbursement pursuant to the Principal Proceeds Priority of Payments, save for amounts deposited after the end of the related Due Period;

(2) on any Payment Date on which a Refinancing has occurred, all amounts credited to the Principal Account pursuant to paragraph (P) above in redemption of the relevant Class or Classes of Rated Notes, subject to and in accordance with the applicable paragraphs of Condition 7(b) (*Optional Redemption*);

(3) on any Payment Date, at the discretion of the Servicer, acting on behalf of the Issuer, in accordance with and subject to the terms of the Servicing Agreement, in payment of the purchase price of any

Notes purchased by the Issuer in accordance with Condition 7(i) (*Purchase*); and

(4) on any Redemption Date upon which a Refinancing of the Rated Notes occurs in whole or in part in accordance with these Conditions, to the Interest Account at the Servicer's discretion, provided that before and immediately following any such transfer on such date: (i) the ratings of each Class of Rated Notes that is not subject to a Refinancing on such date shall be no lower than each such rating prevailing on the Issue Date; (ii) each condition precedent to the applicable Refinancing on such date shall have been satisfied in accordance with these Conditions and the Trust Deed; and (iii) the cumulative aggregate amount transferred or to be transferred in accordance with the foregoing in respect of all Redemption Dates upon which a Refinancing has occurred on or before such date, shall not exceed 1.0 per cent. of the Target Par Amount provided that as at such date after giving effect to such transfer, the Adjusted Collateral Principal Amount equals or exceeds the Target Par Amount.

(ii) Interest Account

The Issuer will procure that the following Interest Proceeds are credited to the Interest Account promptly upon receipt thereof:

(A) all cash payments of interest in respect of the Collateral Debt Obligations other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and from a tax authority in respect of a claim under any applicable double taxation treaty but excluding: (i) interest proceeds on any Non-Euro Obligation to the extent required to be paid into the Currency Account; and (ii) any interest received in respect of any Defaulted Obligation for so long as it is a Defaulted Obligation other than Defaulted Obligation Excess Amounts;

(B) all interest accrued on the Balance standing to the credit of the Interest Account from time to time and all interest accrued in respect of the Balances standing to the credit of the other Accounts (including interest on any Eligible Investments standing to the credit thereof) (other than in respect of any Counterparty Downgrade Collateral Account); provided that in the case of any interest amount that is not denominated in euro, the Servicer shall instruct the Collateral Administrator to convert such amount at the relevant Spot Rate prior to any transfer of such amount to the Interest Account in accordance with this paragraph (B);

(C) all amendment and waiver fees, all late payment fees, all commitment fees, syndication fees, delayed compensation and all other fees and commissions received in connection with any Collateral Debt Obligations and Eligible Investments as determined by the Servicer in its reasonable discretion;

(D) all accrued interest included in the proceeds of sale of any other Collateral Debt Obligation that are designated by the Servicer as Interest Proceeds pursuant to the Servicing Agreement (provided that no such designation may be made in respect of: (i) any Purchased Accrued Interest; or (ii) any interest received in respect of a Defaulted Obligation save for Defaulted Obligation Excess Amounts);

(E) all amounts representing the element of deferred interest in any payments received in respect of any Mezzanine Obligation which by its contractual terms provides for the deferral of interest;

(F) amounts transferred to the Interest Account from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below;

(G) all scheduled commitment fees received by the Issuer in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;

(H) all amounts received by the Issuer in respect of interest paid in respect of any collateral deposited by the Issuer with a third party as security for any reimbursement or indemnification obligations to any other lender under a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation in an account established pursuant to an ancillary facility;

(I) all amounts transferred from the Collateral Enhancement Account to the Interest Account in accordance with Condition 3(j)(vi) (*Collateral Enhancement Account*);

(J) all amounts transferred from the Expense Reserve Account to the Interest Account in accordance with Condition 3(j)(xi) (*Expense Reserve Account*);

(K) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;

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

(M) all cash payments of interest in respect of any Non-Eligible Issue Date Collateral Debt Obligations or any other asset which did not satisfy the Eligibility Criteria on the date it was required to do so and that have not been sold by the Servicer, other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and in respect of a claim under any applicable double taxation treaty in accordance with the Servicing Agreement;

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

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

(P) all proceeds received during the related Due Period from any additional issuance of Subordinated Notes;

(Q) on any Redemption Date upon which a Refinancing of the Rated Notes in whole or in part has occurred in accordance with these Conditions, from the Principal Account at the Servicer's discretion in accordance with Condition 3(j)(i) (*Principal Account*); and

(R) at the discretion of the Servicer, all Distributions and Sale Proceeds received in respect of any Exchanged Security or Equity Security which on a cumulative basis exceed the principal balance of such Exchanged Security or Equity Security.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Interest Account:

(1) on the Business Day prior to each Payment Date, all Interest Proceeds standing to the credit of the Interest Account shall be transferred to the Payment Account to the extent required for disbursement

pursuant to the Interest Proceeds Priority of Payments save for amounts deposited after the end of the related Due Period or amounts representing any Hedge Issuer Tax Credit Payments to be disbursed pursuant to paragraph (2) below;

(2) at any time any Scheduled Periodic Interest Rate Hedge Issuer Payments and any Hedge Issuer Tax Credit Payments; and

(3) on the Business Day following each Determination Date save for: (i) the first Determination Date following the Issue Date; (ii) a Determination Date following the occurrence of an Event of Default which is continuing; (iii) the Determination Date immediately prior to any redemption of the Notes in full; and (iv) the Determination Date upon which a Frequency Switch Event occurs, any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account.

(iii) Unused Proceeds Account

The Issuer shall procure that the following amounts are credited to the Unused Proceeds Account, as applicable:

(A) an amount transferred from the Collection Account equal to the net proceeds of issue of the Notes remaining after the payment of:

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

(2) amounts payable into the Expense Reserve Account;

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

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

(B) all proceeds received during the Initial Investment Period from any additional issuance of Subordinated Notes that are not paid into the Interest Account in accordance with Condition 17 (*Additional Issuances*); and

(C) amounts transferred from the First Period Reserve Account to the Unused Proceeds Account at the direction of the Servicer.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the applicable sub-ledger of the Unused Proceeds Account:

(1) in the acquisition of Collateral Debt Obligations in respect of which the Servicer on behalf of the Issuer entered into a binding commitment to acquire on or prior to the Issue Date which settle after the Issue Date; and

(2) on any Payment Date, to the Interest Account and/or the Principal Account at the Servicer's discretion *provided that* immediately following any such payment, the Aggregate Collateral Balance is greater than or equal to the Target Par Amount.

(iv) Payment Account

The Issuer shall procure that, on the Business Day prior to each Payment Date, all amounts standing to the credit of each of the Accounts which are required to be transferred from the other accounts to the Payment Account pursuant to Condition 3(i) (*Accounts*) and Condition 3(j) (*Payments to and from the Accounts*) are so transferred and, on such Payment Date, the Collateral Administrator shall instruct the Account Bank (acting on the basis of the Payment Date Report), to disburse such amounts in accordance with the Priorities of Payment. No amounts shall be transferred to or withdrawn from the Payment Account at any other time or in any other circumstances.

(v) Counterparty Downgrade Collateral Accounts

The Issuer (or the Servicer on its behalf) shall procure that all Counterparty Downgrade Collateral transferred pursuant to a Hedge Agreement shall be deposited in a separate Counterparty Downgrade Collateral Account in respect of each Hedge Counterparty. All Counterparty Downgrade Collateral deposited from time to time in any Counterparty Downgrade Collateral Account shall be held and released pursuant to the terms set out below.

The funds or securities credited to the Counterparty Downgrade Collateral Accounts and any interest or distributions thereon or liquidation proceeds thereof are held separate from and do not form part of Principal Proceeds, Interest Proceeds or of Collateral Enhancement Obligation Proceeds (other than in the circumstances set out below) and accordingly, are not available to fund general distributions of the Issuer (save as set out below and in the applicable Hedge Agreement). The amounts standing to the credit of the applicable Counterparty Downgrade Collateral Account shall be segregated from any other funds from any other party in the books and records of the Custodian.

Amounts standing to the credit of each Counterparty Downgrade Collateral Account will not be available for the Issuer to make payments to the Noteholders nor any other creditor of the Issuer (other than in the circumstances set out below). The Issuer will procure the payment of the following amounts out of the relevant Counterparty Downgrade Collateral Account (and shall ensure that no other payments are made, save to the extent required hereunder):

(A) prior to the occurrence or designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" (as defined in such Hedge Agreement) entered into under such Hedge Agreement pursuant to which all such "Transactions" under such Hedge Agreement are terminated early, solely in or towards payment or transfer of:

(1) any "Return Amounts" (if applicable and as defined in such Hedge Agreement including, if applicable, the credit support annex thereto);

(2) any "Interest Amounts" and "Distributions" (if applicable and each as defined in such Hedge Agreement including, if applicable, the credit support annex thereto); and

(3) any other return or transfer of collateral or other payment amounts in the nature of interest or distributions in respect of collateral in accordance with the terms of such Hedge Agreement (including without limitation in connection with any permitted novation or other transfer of the Hedge Counterparty's obligations thereunder),

directly to the Hedge Counterparty in accordance with the terms of such Hedge Agreement (including, if applicable, the credit support annex thereto);

(B) following the designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" under and as defined in the relevant Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early where the Issuer enters into one or more Replacement Hedge Agreements or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty, in the following order of priority:

(1) *first*, in or towards payment of any Hedge Issuer Termination Payments relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account);

(2) *second*, in or towards payment of any Hedge Replacement Payments in respect of Replacement Hedge Transactions relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account); and

(3) *third*, the surplus amount (if any) standing to the credit of such Counterparty Downgrade Collateral Account to the Principal Account;

(C) following the designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" under and as defined in the relevant Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early and if the Issuer, or the Servicer on its behalf, determines not to replace such terminated "Transactions" and Rating Agency Confirmation is received in respect of such determination or termination of such "Transactions" occurs on a Redemption Date or if for any reason the Issuer is unable to enter into one or more Replacement Hedge Agreements or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty, in the following order of priority:

(1) *first*, in or towards payment of any Hedge Issuer Termination Payments relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account); and

(2) *second*, the surplus amount (if any) standing to the credit of such Counterparty Downgrade Collateral Account to the Principal Account.

(vi) Collateral Enhancement Account

The Issuer shall procure that, all Collateral Enhancement Obligation Proceeds are credited on receipt into the Collateral Enhancement Account; on each Payment Date, any Collateral Enhancement Amount applied in payment into the Collateral Enhancement Account pursuant to paragraph (W) of the Interest Proceeds Priority of Payments, is credited to the Collateral Enhancement Account; and any Servicer Advances are credited on receipt into the Collateral Enhancement Account.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Collateral Enhancement Account:

(A) on the Business Day prior to each Payment Date, all Collateral Enhancement Obligation Proceeds standing to the credit of the Collateral Enhancement Account to be transferred to the Payment Account to the extent required for disbursements pursuant to the Collateral Enhancement Obligation Proceeds Priority of Payments, save for amounts deposited after the end of the related Due Period;

(B) at any time to the Principal Account for distribution on the next following Payment Date in accordance with the Priorities of Payment;

(C) at any time to the Interest Account for distribution in accordance with the Priorities of Payment;

(D) at any time in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Servicing Agreement; *provided that* to do so would not cause a Retention Deficiency; and

(E) at any time to purchase any Rated Notes in accordance with Condition 7(i) (*Purchase*).

For the avoidance of doubt, the Servicer may, in its sole discretion, but shall not be obliged to, direct the Issuer to transfer all or any portion of the Balance standing to the credit of the Collateral Enhancement Account to the Payment Account to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments.

(vii) Unfunded Revolver Reserve Account

The Issuer shall procure the following amounts are paid into the Unfunded Revolver Reserve Account:

(A) upon the acquisition by or on behalf of the Issuer of any Revolving Obligation, Delayed Drawdown Collateral Debt Obligation, an amount equal to the amount which would cause the Balance standing to the credit of the Unfunded Revolver Reserve Account to be at least equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations (which Unfunded Amounts will be treated as part of the purchase price for the related Revolving Obligation or Delayed Drawdown Collateral Debt Obligation) less amounts posted thereafter as collateral (which do not constitute Funded Amounts), in each case pursuant to paragraph (2) or (3) below, as applicable;

(B) all principal payments received by the Issuer in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, if and to the extent that the amount of such principal payments may be re-borrowed under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation or otherwise by the Servicer, acting on behalf of the Issuer; and

(C) all repayments of collateral to the Issuer originally paid by the Issuer pursuant to paragraph (2) below.

The Issuer shall procure payment of the following amounts (and shall ensure that no other amounts are paid) out of the Unfunded Revolver Reserve Account:

(1) all amounts required to fund any drawings under any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation;

(2) in respect of Delayed Drawdown Collateral Debt Obligations or Revolving Obligations, all amounts required to be deposited in the Issuer's name with any third party which satisfies the Rating Requirement applicable to an Account Bank (or if the third party does not satisfy the Rating Requirement applicable to an Account Bank, subject to receipt of Rating Agency Confirmation) as collateral for any reimbursement or indemnification obligations of the Issuer owed to any other lender under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation (subject to such security

documentation as may be agreed between such lender, the Servicer acting on behalf of the Issuer and the Trustee);

(3) (x) at any time at the direction of the Servicer (acting on behalf of the Issuer) or (y) upon the sale (in whole or in part) of a Revolving Obligation or the reduction, cancellation or expiry of any commitment of the Issuer to make future advances or otherwise extend credit thereunder, any excess of: (a) the amount standing to the credit of the Unfunded Revolver Reserve Account; over (b) the sum of the Unfunded Amounts of all Revolving Obligations and Delayed Drawdown Collateral Debt Obligations after taking into account such sale or such reduction, cancellation or expiry of such commitment or notional amount to the Principal Account; and

(4) all interest accrued on the Balance standing to the credit of the Unfunded Revolver Reserve Account from time to time to the Interest Account.

(viii) Interest Smoothing Account

On the Business Day following each Determination Date the Interest Smoothing Amount (if any) shall be credited to the Interest Smoothing Account from the Interest Account provided that such transfer shall not be made on:

(A) the first Determination Date following the Issue Date;

(B) a Determination Date following the occurrence of an Event of Default which is continuing;

(C) the Determination Date immediately prior to any redemption of the Notes in full; or

(D) any Determination Date on or following the occurrence of a Frequency Switch Event.

The Issuer shall procure on each Business Day falling after the Payment Date following the Determination Date on which any Interest Smoothing Amount was transferred to the Interest Smoothing Account, such Interest Smoothing Amount to be transferred to the Interest Account.

(ix) Hedge Termination Accounts

The Issuer shall procure that all Hedge Counterparty Termination Payments and Hedge Replacement Receipts are paid into the relevant Hedge Termination Account promptly upon receipt thereof.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made save to the extent otherwise permitted) out of the relevant Hedge Termination Account as provided below:

(A) at any time, in the case of any Hedge Replacement Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Issuer Termination Payment, as applicable, due and payable to a Hedge Counterparty under the Hedge Transaction being replaced or to the extent not required to make such payment and provided that to do so would not cause a Retention Deficiency, in payment of such amount to the Principal Account;

(B) at any time, in the case of any Hedge Counterparty Termination Payments paid into the relevant Hedge Termination Account, in payment of any Hedge Replacement Payment and any other amounts payable by the Issuer upon entry

into a Replacement Hedge Transaction in accordance with the Servicing Agreement; and

(C) in the case of any Hedge Counterparty Termination Payments paid into the relevant Hedge Termination Account, in the event that:

(1) the Issuer, or the Servicer on its behalf, determines not to replace the Hedge Transaction and Rating Agency Confirmation is received in respect of such determination (other than where such determination is made in connection with a Currency Hedge Transaction which has been terminated, in whole or in part, solely as a result of the sale or prepayment or redemption or repayment of the relevant Non-Euro Obligation); or

(2) termination of the Hedge Transaction under which such Hedge Counterparty Termination Payments are payable occurs on a Redemption Date; or

(3) to the extent that such Hedge Counterparty Termination Payments are not required for application towards costs of entry into a Replacement Hedge Transaction,

in payment of such amounts (save for accrued interest thereon) to the Principal Account (provided that to do so would not cause a Retention Deficiency).

(x) Currency Accounts

The Issuer shall procure that all amounts received in respect of any Non-Euro Obligations (including Sale Proceeds, prepayments or redemptions and including any initial principal exchange amounts received by the Issuer from a Currency Hedge Counterparty in connection with funding the acquisition of Non-Euro Obligations pursuant to a Currency Hedge Transaction, but excluding Hedge Replacement Receipts and Hedge Counterparty Termination Payments) to the extent not required to be paid directly to the Interest Account or Principal Account are paid into the appropriate Currency Account in the currency of receipt thereof. A separate Currency Account will be established in respect of each applicable currency.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made) out of the Currency Account:

(A) at any time, all amounts payable by the Issuer to the Currency Hedge Counterparty under any Currency Hedge Transaction save for Currency Hedge Issuer Termination Payments (other than where such Currency Hedge Issuer Termination Payments arise in connection with the termination of a Currency Hedge Transaction, in whole or in part, in circumstances where no Replacement Hedge Transaction is entered into by the Issuer which gives rise to a Hedge Replacement Receipt, including where a Currency Hedge Transaction has been terminated, in whole or in part, solely as a result of the sale or prepayment or redemption or repayment of the relevant Non-Euro Obligation), Hedge Replacement Payments, and any initial principal exchange amounts payable by the Issuer to a Currency Hedge Counterparty under any Currency Hedge Transaction in connection with funding the acquisition of Non-Euro Obligations which for the avoidance of doubt shall be payable out of amounts standing to the credit of the Principal Account;

(B) cash amounts representing any excess standing to the credit of the Currency Account after paying, or provision for the payment of any amounts to be paid to, any Currency Hedge Counterparty pursuant to paragraph (A) above shall, upon direction by the Servicer, be converted into Euro at the Spot Rate by the Collateral Administrator on behalf of the Issuer following consultation with

the Servicer and transferred to the Principal Account (provided that to do so would not cause a Retention Deficiency); and

(C) at any time, in the amount of any initial principal exchange amounts received by the Issuer from a Currency Hedge Counterparty under a Currency Hedge Transaction to be applied in connection with the acquisition of Non-Euro Obligations in accordance with the terms of and to the extent permitted under the Servicing Agreement.

(xi) Expense Reserve Account

The Issuer shall procure that the following amounts are paid into the Expense Reserve Account:

(A) on the Issue Date, an amount determined on the Issue Date for the payment of amounts due or accrued in connection with the issue of the Notes or any Interest Rate Hedge Transaction, in accordance with, respectively, paragraphs (1) and (2) below; and

(B) any Ongoing Expense Reserve Amount applied in payment into the Expense Reserve Account pursuant to paragraph (C) of the Interest Proceeds Priority of Payments.

The Issuer shall procure payment of the following amounts (and shall procure that no other amounts are paid) out of the Expense Reserve Account:

(1) amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to the issue of the Notes and the entry into the Transaction Documents;

(2) amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to any Interest Rate Hedge Transaction;

(3) amounts standing to the credit of the Expense Reserve Account on or after the Determination Date immediately preceding the first Payment Date may be transferred to the Principal Account and/or the Interest Account in the sole discretion of the Issuer (or the Servicer acting on its behalf); and

(4) at any time, the amount of any Trustee Fees and Expenses and Administrative Expenses which have accrued and become payable prior to the immediately following Payment Date, upon, solely in the case of any Trustee Fees and Expenses or Administrative Expenses which are not indemnity payments, receipt of invoices therefor from the relevant creditor, provided that any such payments, in aggregate, shall not cause the balance of the Expense Reserve Account to fall below zero.

(xii) First Period Reserve Account

The Issuer shall direct the Account Bank (acting on the instructions of the Collateral Administrator) to deposit the First Period Reserve Amount in the First Period Reserve Account on the Issue Date. At any time prior to the Determination Date related to the first Payment Date at the discretion of the Servicer, the funds in the First Period Reserve Account may be transferred to the Unused Proceeds Account. On the Determination Date relating to the first Payment Date all of the funds in the First Period Reserve Account shall be transferred to the Interest Account for distribution on the first Payment Date.

(xiii) Contribution Account

Any Contributor may make a Contribution to the Issuer. The Servicer, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion and subject to satisfaction of the conditions set out in Condition 2(n) (*Contributions*), and will notify the Trustee of any such acceptance; provided that in the case of sub-paragraph (ii) of the definition of "Contribution", such notice must be provided no later than two Business Days prior to the applicable Payment Date. Each accepted Contribution will be credited to the Contribution Account.

The Issuer shall procure payment of Contributions standing to the credit of the Contribution Account (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Contribution Account as directed by the Contributor at the time the relevant Contribution is made or, if no direction is given by the Contributor, at the Servicer's reasonable discretion, as follows:

(1) at any time, to the Principal Account for distribution on the next following Payment Date in accordance with the Priorities of Payment;

(2) at any time, at the direction of the Issuer (or the Servicer acting on its behalf), to the Interest Account for distribution in accordance with the Priorities of Payment;

(3) at any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Servicing Agreement;

(4) at any time, at the direction of the Issuer (or the Servicer acting on its behalf), to purchase any Rated Notes in accordance with Condition 7(i) (*Purchase*); and

(5) the Balance standing to the credit of the Contribution Account to the Payment Account for distribution on such Payment Date in accordance with the Principal Proceeds Priority of Payments or the Post-Acceleration Priority of Payments (as applicable): (i) at the direction of the Servicer at any time prior to an Event of Default; or (ii) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*).

No Contribution or portion thereof will be returned to the Contributor at any time (other than in accordance with the Priorities of Payment). All interest accrued on amounts standing to the credit of the Contribution Account will be transferred to the Interest Account for application as Interest Proceeds. For the avoidance of doubt, any amounts standing to the credit of the Contribution Account pursuant to sub-paragraph (ii) of the definition of "Contribution" will be deemed for all purposes as having been paid to the Contributor pursuant to the Priorities of Payment.

(xiv) Collection Account

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

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

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

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Collection Account:

(1) on or about the Issue Date:

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

(b) amounts payable into the Expense Reserve Account;

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

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

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

(2) subject to the prior payment of all amounts in Condition 3(j)(xiv)(1) above, in transfer to the other Accounts as required in accordance with Condition 3(i) (*Accounts*) and the other provisions of this Condition 3(j) (*Payments to and from the Accounts*) on a daily basis, such that the balance standing to the credit of the Collection Account at the end of each Business Day is zero.

(xv) Participation Account

The Issuer will procure that all amounts it receives in connection with Participated Collateral Debt Obligations are deposited into the Participation Account.

The Issuer shall procure that all payments made from the Participation Account are made in accordance with the terms of the Specified Participation Agreement.

(k) Servicer Advances

To the extent that there are insufficient sums standing to the credit of the Collateral Enhancement Account from time to time to purchase or exercise rights under Collateral Enhancement Obligations which the Servicer determines on behalf of the Issuer should be purchased or exercised, the Servicer may, at its discretion, pay amounts required in order to fund such purchase or exercise (such amount, a "**Servicer Advance**") to such Account pursuant to the terms of the Servicing Agreement. Each Servicer Advance may bear interest at such rate as determined by the Servicer provided that such rate of interest shall not exceed a rate of EURIBOR plus 2.0 per cent. per annum. The Servicer shall notify the Collateral Administrator in writing of each Servicer Advance made (including the applicable rate of interest thereon), save that any such failure to notify shall not invalidate the making of any such advance. All such Servicer Advances shall be repaid out of Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payment.

(l) Unscheduled Payment Dates

The Issuer and the Servicer may (and must if so directed by the Subordinated Noteholders acting by Ordinary Resolution) designate a date (other than a Scheduled Payment Date and a Redemption Date) as a Payment Date (each an "**unscheduled Payment Date**") if the following conditions are met:

(i) the proposed unscheduled Payment Date is a Business Day falling after the date upon which the Rated Notes have been repaid or redeemed in full;

(ii) the unscheduled Payment Date falls no less than five Business Days after the Servicer (on behalf of the Issuer) has notified the Collateral Administrator, the Trustee, the Principal Paying Agent and the Noteholders of the intended date of the unscheduled payment;

(iii) the proposed unscheduled Payment Date falls more than five Business Days prior to a Scheduled Payment Date; and

(iv) the proposed unscheduled Payment Date falls no less than five Business Days after any previous scheduled or unscheduled Payment Date.

(m) Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date

Subject as further provided below, the Collateral Administrator shall, on behalf of the Issuer on a Partial Redemption Date instruct the Account Bank to disburse Refinancing Proceeds received in respect of and any Partial Redemption Interest Proceeds transferred to the Payment Account in connection with, in each case, the Optional Redemption in part of any Class or Classes of Rated Notes in part but not in whole, in accordance with the following order of priority:

(i) to the payment of accrued and unpaid Trustee Fees and Expenses, to the extent incurred in connection with such Optional Redemption in part;

(ii) to the payment of Administrative Expenses in the priority stated in the definition thereof, to the extent incurred in connection with such Optional Redemption in part;

(iii) to the redemption of the Class or Classes of Rated Notes to be redeemed in part at the applicable Redemption Prices (and, in the case of any Partial Redemption Date that is a Payment Date, without duplication of any amounts received, or to be received, by any Class of Notes pursuant to the Principal Proceeds Priority of Payment, the Interest Proceeds Priority of Payment or Post-Acceleration Priority of Payments); and

(iv) any remaining amounts to be deposited in the Interest Account as Interest Proceeds.

4 SECURITY

(a) Security

Pursuant to the Trust Deed, the obligations of the Issuer under the Notes of each Class, the Trust Deed, the Agency Agreement, the Servicing Agreement, the Placement Agency Agreement and the other Transaction Documents (together with the obligations owed by the Issuer to the other Secured Parties) are secured in favour of the Trustee for itself and for the benefit of the other Secured Parties by:

(i) an assignment by way of security of all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations (other than Participated Collateral Debt Obligations), Exchanged Securities, Collateral Enhancement Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts and the Participation Account) and any other investments (other than the Counterparty Downgrade Collateral), in each case held by the Issuer from time to time (where such rights are contractual rights (other than contractual rights the assignment of which would require the consent of a third party or the entry by the Trustee into an intercreditor agreement or deed) and where such contractual rights arise other than under securities), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

(ii) a first fixed charge and first priority security interest granted over all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations (other than Participated Collateral Debt Obligations), Exchanged Securities, Collateral Enhancement Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts and the Participation Account) and any other investments (other than the Counterparty Downgrade Collateral), in each case held by the Issuer (where such assets are securities or contractual rights not assigned by way of security pursuant to sub-paragraph (i) above and which are capable of being the subject of a first fixed charge and first priority security interest), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

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

(iv) a first fixed charge and first priority security interest (where the applicable assets are securities) over, or an assignment by way of security (where the applicable rights are contractual obligations) of, all present and future rights of the Issuer in respect of any Counterparty Downgrade Collateral standing to the credit of the Counterparty Downgrade Collateral Accounts; including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof and over the Counterparty Downgrade Collateral Accounts and all moneys from time to time standing to the credit of the Counterparty Downgrade Collateral Accounts and the debts represented thereby, subject, in each case, to the rights of any Hedge Counterparty to Counterparty Downgrade Collateral and in respect of the Counterparty Downgrade Collateral Account pursuant to the terms of the relevant Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) and any first priority security interest granted by the Issuer to the relevant Hedge Counterparty in relation thereto;

(v) an assignment by way of security of all the Issuer's present and future rights against the Custodian under the Agency Agreement (to the extent it relates to the Custody Account) and a first fixed charge over all of the Issuer's right, title and interest in and to the Custody Account (including each cash account relating to the Custody Account) and any cash held therein and the debts represented thereby;

(vi) an assignment by way of security of all the Issuer's present and future rights under each Hedge Agreement and each Hedge Transaction entered into thereunder (including the Issuer's rights under any guarantee or credit support annex entered into pursuant to any Hedge Agreement, provided that such assignment by way of security is without prejudice to, and after giving effect to, any contractual netting or set-off provision under the relevant Hedge Agreement and shall not in any way restrict the release of collateral granted thereunder in whole or in part at any time pursuant to the terms thereof);

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

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

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

(x) an assignment by way of security of all the Issuer's present and future rights under any Collateral Acquisition Agreements and all sums derived therefrom;

(xi) an assignment by way of security of all of the Issuer's present and future rights under any other Transaction Document (other than the Specified Participation Agreement) and all sums derived therefrom; and

(xii) a floating charge over the whole of the Issuer's undertaking and assets to the extent that such undertaking and assets are not subject to any other security created pursuant to the Trust Deed,

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

The security described in this Condition 4(a) (*Security*) is granted to the Trustee for itself and as trustee for the other Secured Parties as continuing security for the payment of the Secured Obligations provided that the security granted by the Issuer over any collateral provided to the Issuer pursuant to a Hedge Agreement will only be available to the Secured Parties (other than with respect to the collateral provided to the relevant Hedge Counterparty pursuant to such Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*)) when such collateral is expressed to be available to the Issuer in accordance with the applicable Hedge Agreement and the Conditions and (if a title transfer arrangement) to the extent that no equivalent amount is owed to the relevant Hedge Counterparty pursuant to the relevant Hedge Agreement and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*). The security will extend to the ultimate balance of all sums payable by the Issuer in respect of the above, regardless of any intermediate payment or discharge in whole or in part.

If, for any reason, the purported assignment by way of security of, and/or the grant of first fixed charge over, the property, assets, rights and/or benefits described above is found to be ineffective in respect of any such property, assets, rights and/or benefits (together, the "**Affected Collateral**"), the Issuer shall hold to the fullest extent permitted under Irish mandatory law the benefit of the Affected Collateral and any sums received in respect thereof or any security interest, guarantee or indemnity or undertaking of whatever nature given to secure such Affected Collateral (together, the "**Trust Collateral**") on trust for the Trustee for the benefit of the Secured Parties and shall; (i) account to the Trustee for or otherwise apply all sums received in respect of such Trust Collateral as the Trustee may direct (provided that, subject to the Conditions and the terms of the Servicing Agreement, if no Event of Default has occurred and is continuing, the Issuer shall be entitled to apply the benefit of such Trust Collateral and such sums in respect of such Trust Collateral received by it and held on trust under this paragraph without prior direction from the Trustee); (ii) exercise any rights it may have in respect of the Trust Collateral at the direction of the Trustee; and (iii) at its own cost take such action and execute such documents as the Trustee may in its sole discretion require.

The Issuer may from time to time grant security:

(A) to a Hedge Counterparty by way of a first fixed charge and a first priority security interest (where the applicable assets are securities) or an assignment by way of security (where the applicable rights are contractual), all present and future rights of the Issuer in respect of the relevant Counterparty Downgrade Collateral Account and any Counterparty Downgrade Collateral standing to the credit of the relevant Counterparty Downgrade Collateral Account as security for the Issuer's obligations to repay or return the Counterparty Downgrade Collateral and to make any termination payments due to the relevant Hedge Counterparty in each case pursuant to the terms of the applicable Hedge Agreement (subject to such security documentation as may be agreed between such third party, the Servicer acting on behalf of the Issuer and the Trustee) and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*);

(B) over the Participation Account and the rights to the Participated Collateral Debt Obligations to the buyer party thereto, its financiers, or any agent or trustee acting for or on behalf of such financiers; and/or

(C) by way of first priority security interest over amounts representing all or part of the Unfunded Amount of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation and deposited in its name with a third party as security for any reimbursement or indemnification obligation of the Issuer owed to any other lender under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, subject to the terms of Condition 3(j)(vii) (*Unfunded Revolver Reserve Account*) (including Rating Agency Confirmation),

in each case, excluding all of the Issuer's rights in respect of the Irish Excluded Assets.

All deeds, documents, assignments, instruments, bonds, notes, negotiable instruments, papers and any other instruments comprising, evidencing, representing and/or transferring the Portfolio will be deposited with or held by or on behalf of the Custodian until the security over such obligations is irrevocably discharged in accordance with the provisions of the Trust Deed. In the event that the ratings of the Custodian are downgraded to below the Rating Requirement or withdrawn, the Issuer shall use reasonable endeavours to procure that a replacement Custodian with the Rating Requirement is appointed in accordance with the provisions of the Agency Agreement.

Pursuant to the terms of the Trust Deed, the Trustee is exempted from any liability in respect of any loss or theft or reduction in value of the Collateral, from any obligation to insure the Collateral and from any claim arising from the fact that the Collateral is held in a clearing system or in safe custody by the Custodian, a bank or other custodian. The Trustee has no responsibility for ensuring that the Custodian, the Account Bank or any Hedge Counterparty satisfies the Rating Requirement applicable to it or, in the event of its failure to satisfy such Rating Requirement, to procure the appointment of a replacement custodian, account bank, principal paying agent or hedge counterparty. The Trustee has no responsibility for the management of the Portfolio by the Servicer or to supervise the administration of the Portfolio by the Collateral Administrator or by any other party and is entitled to rely on the certificates or notices of any relevant party without further enquiry. The Trust Deed also provides that the Trustee shall accept without investigation, requisition or objection such right, benefit, title and interest, if any, as the Issuer may have in and to any of the Collateral and is not bound to make any investigation into the same or into the Collateral in any respect.

(b) Application of Proceeds upon Enforcement

The Trust Deed provide that the net proceeds of realisation of, or enforcement with respect to the security over, the Collateral constituted by the Trust Deed, shall be applied in accordance with the priorities of payment set out in Condition 11 (*Enforcement*).

(c) Limited Recourse

The obligations of the Issuer to pay amounts due and payable in respect of the Notes and to the other Secured Parties at any time shall be limited to the proceeds available at such time to make such payments in accordance with the Priorities of Payment and Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding anything to the contrary in these Conditions or any other Transaction Document, if the net proceeds of realisation of the security constituted by the Trust Deed, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed, are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Notes and to the other Secured Parties (such negative amount being referred to herein as a "**shortfall**"), the obligations, claims, debts and liabilities of the Issuer in respect of the Notes of each Class and its obligations, claims, debts and liabilities to the other Secured Parties in such circumstances will be limited to such net proceeds, which shall be applied in accordance with the Priorities of Payment. In such circumstances, the other assets (including the Irish Excluded Assets) of the Issuer will not be available for payment of such shortfall which shall be borne by the Noteholders and the other Secured Parties in accordance

with the Priorities of Payment (applied in reverse order). The rights of the Secured Parties to receive any further amounts in respect of such obligations, claims, debts and liabilities shall be extinguished and none of the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the Noteholders of any Class, the Trustee or the other Secured Parties (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, examinership, insolvency, winding up or liquidation proceedings, proceedings for the appointment of a liquidator, examiner, administrator or similar official or other proceedings under any applicable bankruptcy or similar law in connection with any obligations, claims, debts and liabilities of the Issuer relating to the Notes of any Class, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another non-Affiliated party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer and without limitation to the Trustee's right to enforce and/or realise the security constituted by the Trust Deed (including by appointing a receiver or an administrative receiver).

In addition, none of the Noteholders or any of the other Secured Parties shall have any recourse against any director, shareholder, agent, employee or officer of the Issuer in respect of any obligations, covenants or agreements entered into or made by the Issuer pursuant to the terms of these Conditions or any other Transaction Document to which the Issuer is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

None of the Trustee, the Directors, the Placement Agent, the Servicer, the Retention Holder, the Collateral Administrator, the Corporate Services Provider and any Agent has any obligation to any Noteholder of any Class for payment of any amount by the Issuer in respect of the Notes of any Class.

(d) Sale of Portfolio

Prior to the Issue Date, the Issuer acquired certain Collateral Debt Obligations pursuant to the Collateral Acquisition Agreements. The Servicer is required to manage the Portfolio and to act in specific circumstances in relation to the Portfolio on behalf of the Issuer pursuant to the terms of, and subject to the parameters set out in, the Servicing Agreement and subject to the overall supervision and control of the Issuer. The duties of the Servicer subject to the Standard of Care in, and the other provisions of, the Servicing Agreement, with respect to the Portfolio include (amongst others) the use of commercially reasonable endeavours to:

(i) purchase Collateral Debt Obligations on or prior to the Issue Date;

(ii) invest the amounts standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Accounts, the Unfunded Revolver Reserve Account, the Payment Account and the Collection Account) in Eligible Investments;

(iii) sell certain of the Collateral Debt Obligations; and

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

The Servicer is required to monitor the Collateral Debt Obligations with a view to seeking to determine whether any Collateral Debt Obligation has converted into, or been exchanged for, an Exchanged Security or Defaulted Obligation, provided that, if it fails to do so, it will not have any liability to the Issuer except by reason of acts constituting bad faith, wilful misconduct or gross negligence (construed in accordance with New York law) in the performance of its duties and obligations. No Noteholder shall have any recourse against any of the Issuer, the Servicer, the Retention Holder, the Collateral Administrator, the Custodian, the Principal Paying Agent, the Registrar or the Trustee for any loss suffered as a result of such failure.

Under the Servicing Agreement, the Retention Holder, the holders of the Subordinated Notes and the Controlling Class (provided such Notes are not in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes) have certain rights in respect of the removal of the Servicer and appointment of a replacement Servicer.

(e) Exercise of Rights in Respect of the Portfolio

Pursuant to the Servicing Agreement, the Issuer authorises the Servicer, prior to enforcement of the security over the Collateral, to exercise all rights and remedies of the Issuer in its capacity as a holder of, or person beneficially entitled to, the Portfolio. In particular, the Servicer is authorised, subject to any specific direction given by the Issuer, to attend and vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) under, the Portfolio and to give any consent, waiver, indulgence, time or notification, make any declaration or agree any composition, compounding or other similar arrangement with respect to any obligations forming part of the Portfolio, subject to and in accordance with the management criteria set out in the Servicing Agreement.

(f) Information Regarding the Collateral

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

With a view to compliance with the EU Transparency Requirements, each Transparency Report will also be made available via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes.

5 COVENANTS OF AND RESTRICTIONS ON THE ISSUER

(a) Covenants of the Issuer

Unless otherwise provided and as more fully described in the Transaction Documents, the Issuer covenants to the Trustee on behalf of the holders of the Notes that, for so long as any Note remains Outstanding, the Issuer will:

(i) take such steps as are reasonable to enforce all its rights:

(A) under the Trust Deed;

(B) in respect of the Collateral;

(C) under the Agency Agreement;

(D) under the Servicing Agreement;

(E) under the Corporate Services Agreement;

(F) under any Collateral Acquisition Agreements;

(G) under the Risk Retention Letter;

(H) under any Hedge Agreements; and

(I) any other Transaction Documents;

(ii) comply with its obligations under the Notes, the Trust Deed, the Agency Agreement, the Servicing Agreement and each other Transaction Document to which it is a party;

(iii) keep proper books of account;

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

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

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

(vii) use its best endeavours to obtain and maintain the listing on the Global Exchange Market of the outstanding Notes of each Class. If, however, it is unable to do so, having used such endeavours, or if the maintenance of such listings are agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the holders of the Outstanding Notes of each Class would not thereby be materially prejudiced, the Issuer will instead use all reasonable endeavours promptly to obtain and thereafter to maintain a listing for such Notes on such other stock exchange(s) as it may (with the approval of the Trustee, such approval not to be unreasonably withheld) decide provided that such other stock exchange is a "recognised stock exchange" for the purposes of section 64 of the TCA and for the purposes of section 1005 of the Income Tax Act 2007;

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

(ix) ensure that its "centre of main interests" (as that term is referred to in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (recast)) and its tax residence is and remains at all times in Ireland;

(x) ensure an agent is appointed to assist in creating and maintaining the Issuer's website to enable the Rating Agencies to comply with Rule 17g-5;

(xi) act as an entity that issues notes to investors and uses the majority of the proceeds to purchase interests in loans from one or more other lenders within the meaning of the 2012 ECB guidance to Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (which may include where such purchase is effected by way of novation);

(xii) maintain its central management and control and its place of effective management only in Ireland and in particular shall not be treated under any of the double taxation treaties entered into by Ireland as being resident in any other jurisdiction;

(xiii) conduct its business and affairs such that, at all times:

(A) it shall maintain its registered office in Ireland;

(B) it shall hold all meetings of its board of Directors in Ireland and ensure that all of its directors are resident in Ireland for tax purposes, that they will exercise their control over the business of the Issuer independently and that those directors (acting independently) exercise their authority only from and within Ireland by taking all key decisions relating to the Issuer in Ireland;

(C) it shall not open any office or branch or place of business outside of Ireland;

(xiv) be the designated reporting party under the EU Transparency Requirements in respect of the Notes and make available the information required by the EU Transparency Requirements to the persons and by the means specified therein (with the assistance of the Collateral Administrator and the Servicer under the Servicing Agreement);

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

(xvi) ensure that its tax residence is and remains at all times in Ireland.

(b) Restrictions on the Issuer

As more fully described in the Trust Deed, for so long as any of the Notes remain Outstanding, save as contemplated in the Transaction Documents, the Issuer covenants to the holders of such Outstanding Notes that (to the extent applicable) it will not, without the prior written consent of the Trustee (and in the case of paragraph (vii) below only, if Moody's is a Rating Agency, subject to Rating Agency Confirmation from Moody's):

(i) sell, factor, discount, transfer, assign, lend or otherwise dispose of any of its right, title or interest in or to the Collateral, other than in accordance with the Servicing Agreement, nor will it create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over the Collateral except in accordance with the Trust Deed, these Conditions or the Transaction Documents;

(ii) sell, factor, discount, transfer, assign, lend or otherwise dispose of, nor create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over, any of its other property or assets or any part thereof or interest therein other than in accordance with the Trust Deed, a Hedge Agreement, these Conditions or the Transaction Documents;

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

(iv) engage in any business other than:

(A) acquiring and holding any property, assets or rights that are capable of being effectively charged in favour of the Trustee or that are capable of being held on trust by the Issuer in favour of the Trustee under the Trust Deed;

(B) issuing and performing its obligations under the Notes;

(C) entering into, exercising its rights and performing its obligations under or enforcing its rights under the Trust Deed, the Agency Agreement, the

Servicing Agreement and each other Transaction Document to which it is a party, as applicable; or

(D) performing any act incidental to or necessary in connection with any of the above;

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

(vi) agree to any amendment to any provision of, or grant any waiver or consent under the Trust Deed, the Agency Agreement, the Servicing Agreement, the Corporate Services Agreement or any other Transaction Document to which it is a party (save in accordance with these Conditions and the Trust Deed and, in respect of each Transaction Document, the terms thereof);

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

(A) the Notes (including the issuance of additional Subordinated Notes pursuant to Condition 17 (*Additional Issuances*)) or any document entered into in connection with the Notes or the sale thereof or any additional Notes or the sale thereof;

(B) any Refinancing; or

(C) as otherwise contemplated or permitted pursuant to the Trust Deed or the Servicing Agreement;

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

(ix) have any subsidiaries or establish any offices, branches or other "establishment" (as that term is used in Article 2(10) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (recast)) outside of Ireland;

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

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

(xii) convey or transfer all or a substantial part of its properties or assets (in one or a series of transactions) to any person, otherwise than as contemplated in these Conditions;

(xiii) issue any shares (other than such share as is in issue as at the Issue Date) nor redeem or purchase any of its issued share capital;

(xiv) enter into any material agreement or contract with any Person (other than an agreement on customary market terms which for the avoidance of doubt will include agreements to buy and sell obligations and documentation relating to restructurings (including steering committee indemnity letters), which terms do not contain the provisions below) unless such contract or agreement contains "limited recourse" and "non-petition" provisions and such Person agrees that it shall not take any action or institute any proceeding against the Issuer under any insolvency law applicable to the Issuer or which would reasonably be likely to cause the Issuer to be subject to or seek protection of, any such insolvency law; provided that such Person shall be permitted to become a party to and to participate in any proceeding or action under any such insolvency law that is initiated by any other Person other than one of its Affiliates;

(xv) otherwise than as contemplated in the Transaction Documents, release from or terminate the appointment of the Custodian or the Account Bank under the Agency Agreement, the Servicer or the Collateral Administrator under the Servicing Agreement

(including, in each case, any transactions entered into thereunder) or, in each case, from any executory obligation thereunder;

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

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

(xviii) act as an entity that issues notes to investors and uses any of the proceeds to grant new loans for its own account, within the meaning of the 2012 ECB guidance to Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (provided that the acquisition of an interest in a loan by way of novation shall not constitute a new loan for the purposes of this restriction).

(c) Additional covenants of the Issuer

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

6 INTEREST

(a) Payment Dates

(i) Rated Notes

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes each bear interest from (and including) the Issue Date and such interest will be payable: (A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the First Payment Date; (B) in respect of each six month Accrual Period, semi-annually; and (C) in respect of each three month Accrual Period, quarterly, in each case in arrear on each Payment Date.

(ii) Subordinated Notes

Interest shall be payable on the Subordinated Notes to the extent funds are available in accordance with paragraph (X) of the Interest Proceeds Priority of Payments, paragraph (P) of the Principal Proceeds Priority of Payments paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, and paragraph (Z) of the Post-Acceleration Priority of Payments on each Relevant Payment Date and shall continue to be payable in accordance with this Condition 6 (*Interest*) notwithstanding redemption in full of any Subordinated Note at its applicable Redemption Price.

Notwithstanding any other provision of these Conditions or the Trust Deed, all references herein and therein to the Subordinated Notes being redeemed in full or at their Principal Amount Outstanding shall be deemed to be amended to the extent required to ensure that a minimum of €1 principal amount of the Subordinated Notes remains Outstanding at all times and any amounts which are to be applied in redemption of the Subordinated Notes pursuant hereto which are in excess of the Principal Amount Outstanding thereof minus €1, shall constitute interest payable in respect of the Subordinated Notes and shall not be applied in redemption of the Principal Amount Outstanding thereof, provided always however that such €1 principal shall no longer

remain Outstanding and the Subordinated Notes shall be redeemed in full on the date on which all of the Collateral securing the Notes has been realised and is to be finally distributed to the Noteholders.

If the aggregate of income and gains earned by the Issuer during an accounting period exceeds the costs and expenses accrued for that period, such excess shall accrue as additional interest on the Subordinated Notes but shall only be payable on each Relevant Payment Date following payment in full of amounts payable pursuant to the Priorities of Payment.

(b) Interest Accrual

(i) Rated Notes

Each Rated Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 6 (*Interest*) (both before and after judgement) until whichever is the earlier of: (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and (B) the day following seven days after the Trustee or the Principal Paying Agent has notified the Noteholders of such Class of Notes in accordance with Condition 16 (*Notices*) of receipt of all sums due in respect of all the Notes of such Class up to that seventh day (except to the extent that there is failure in the subsequent payment, and including, to the relevant holders under these Conditions).

(ii) Subordinated Notes

Payments on the Subordinated Notes will cease to be payable in respect of each Subordinated Note upon the date that all of the Collateral has been realised and no Interest Proceeds or Principal Proceeds or, where applicable, other net proceeds of the security over the Collateral remain available for distribution in accordance with the Priorities of Payment.

(c) Deferral of Interest

(i) Other than in the case where such Class is the Controlling Class and a Frequency Switch Event has occurred, the Issuer shall, and shall only be obliged to, pay any Interest Amount payable in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in full on any Payment Date, in each case, to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment.

(ii) In the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes an amount of interest equal to any shortfall in payment of the Interest Amount which would, but for sub-paragraph (i) above, otherwise be due and payable in respect of any of such Classes of Notes on any Payment Date in accordance with the Interest Proceeds Priority of Payments (each such amount being referred to as "**Deferred Interest**") will not be due and payable on such Payment Date, but will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as applicable, and thereafter will accrue interest at the rate of interest applicable to that Class of Notes, and the failure to pay such Deferred Interest to the holders of such Notes, as applicable, will not be an Event of Default until the Maturity Date or any earlier date of redemption in full of the Notes (other than in the case where such Class is the Controlling Class and a Frequency Switch Event has occurred).

(d) Payment of Deferred Interest

Deferred Interest in respect of any Class C Note, Class D Note, Class E Note or Class F Note shall only become payable by the Issuer in accordance with the Priorities of Payment, to the extent that Interest Proceeds or Principal Proceeds, as applicable, are available to make such

payment in accordance with the Priorities of Payment (and, if applicable, the Note Payment Sequence). Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable. An amount equal to any such Deferred Interest so paid shall be subtracted from the principal amount of the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable.

(e) Interest on the Rated Notes

(i) Floating Rate of Interest

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

(A) On each Interest Determination Date:

(1) in the case of the initial Accrual Period, the Calculation Agent will determine in respect of all Classes of the Rated Notes, the Initial Accrual Period Interpolation EURIBOR;

(2) in the case of each Interest Determination Date other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for three month EURIBOR; and

(3) in the case of each Interest Determination Date following the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for six month EURIBOR,

in each case, as at 11.00 am (London time) on the Interest Determination Date in question ("**EURIBOR**"). Such offered rate will be that which appears on the display designated on the Bloomberg Screen "BTMM EU" Page (or such other page or service as may replace it for the purpose of displaying EURIBOR rates). The Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (as defined below) in respect of: (i) the initial Accrual Period, the rate referred to in paragraph (1) above; (ii) each six month Accrual Period, the rate referred to in paragraph (3) above; and (iii) each three month Accrual Period, the rate referred to in paragraph (2), above, in each case as determined by the Calculation Agent.

(B) If the offered rate so appearing is replaced by the corresponding rates of more than one bank then paragraph (A) shall be applied, with any necessary consequential changes, to the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of the rates (being at least two) which so appear, as determined by the Calculation Agent. If for any other reason such offered rate does not so appear, or if the relevant page is unavailable, the Calculation Agent will request each of four major banks in the Euro zone interbank market (selected by the Servicer on behalf of the Issuer, subject to Condition 6(e)(iii) (*Reference Banks and Calculation Agent*)) acting in each case through its principal Euro zone office (the "**Reference Banks**") to provide the

Calculation Agent with its offered rate to leading banks for Euro deposits in the Euro zone interbank market:

(1) in the case of the initial Accrual Period, for all Classes of the Rated Notes, the Initial Accrual Period Interpolation EURIBOR;

(2) in respect of each Interest Determination Date other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, for a period of three months; and

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

in each case, as at 11.00 am (London time) on the Interest Determination Date in question. The Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (if any) and the arithmetic mean, in each case, (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of, in respect of: (i) the initial Accrual Period; the quotations referred to in paragraph (1) above; (ii) each six month Accrual Period, the quotations referred to in paragraph (3) above; and (iii) each three month Accrual Period, the quotations referred to in paragraph (2) above (or of such quotations, being at least two, as are so provided), all as determined by the Calculation Agent.

(C) If on any Interest Determination Date one only or none of the Reference Banks provides such quotations, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, respectively, for the next Accrual Period shall be the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest in each case in effect as at the immediately preceding Accrual Period; *provided that* in respect of any Accrual Period during which a Frequency Switch Event occurs, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, shall be calculated using the offered rate for 6 month EURIBOR using the rate available as at the previous Interest Determination Date.

(D) Where:

"**Applicable Margin**" means in the case of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the margin set out in the column headed "Initial Stated Interest Rate" in table under the heading "Notes" in the Term Sheet,

notwithstanding paragraphs (A), (B) and (C) above, if, in relation to any Interest Determination Date, EURIBOR in respect of any Class of Rated Notes as determined in accordance with paragraphs (A), (B) and (C) above would yield a rate less than zero, such rate shall be deemed to be zero for the purposes of determining the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest pursuant to this Condition 6(e)(i) (*Floating Rate of Interest*).

(ii) Determination of Floating Rate of Interest and Calculation of Interest Amount

In respect of each Accrual Period, the Calculation Agent will, as soon as practicable (and in any event: (i) for each Accrual Period following the occurrence of a Frequency Switch Event, not later than the Business Day following the relevant Interest Determination Date; and (ii) for each Accrual Period prior to the occurrence of a Frequency Switch Event and for any Accrual Period during which a Frequency Switch Event occurs, not later than the Determination Date immediately preceding the relevant Payment Date), determine the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest and calculate the interest amount payable in respect of original principal amounts of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, Class E Notes and the Class F Notes equal to the Principal Amount Outstanding thereof for the relevant Accrual Period. The amount of interest (an "**Interest Amount**") payable in respect of the Principal Amount Outstanding on any such Notes shall be calculated by applying the Class A Floating Rate of Interest in the case of the Class A Notes, the Class B Floating Rate of Interest in the case of the Class B Notes, the Class C Floating Rate of Interest in the case of the Class C Notes, the Class D Floating Rate of Interest in the case of the Class D Notes, the Class E Floating Rate of Interest in the case of the Class E Notes, and the Class F Floating Rate of Interest in the case of the Class F Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of such Notes, multiplying the product by the actual number of days in the Accrual Period concerned, divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards). If any Interest Amount calculation yields an amount which is less than zero, the Interest Amount shall be deemed to be zero.

(iii) Reference Banks and Calculation Agent

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

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

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

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent for the purpose of calculating interest hereunder or fails duly to establish any Floating Rate of Interest for any Accrual Period, or to calculate the Interest Amount on any Class of Rated Notes, the Issuer shall (with the prior approval of the Trustee) appoint some other leading bank to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

(f) Proceeds in respect of Subordinated Notes

Solely in respect of Subordinated Notes, the Collateral Administrator will on each Determination Date calculate the proceeds payable to the extent of available funds in respect of an original principal amount of Subordinated Notes equal to the Principal Amount Outstanding thereof for the relevant Accrual Period. The proceeds payable on each Payment Date in respect of an original principal amount of Subordinated Notes equal to the Principal Amount Outstanding thereof shall be calculated by multiplying the amount of proceeds to be applied on the Subordinated Notes on the applicable Payment Date pursuant to paragraph (X) of the Interest Proceeds Priority of Payments, paragraph (P) of the Principal Proceeds Priority of Payments

paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments by fractions equal to the amount of Principal Amount Outstanding thereof, as applicable, divided by the aggregate original principal amount of the Subordinated Notes.

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

The Calculation Agent will (at the cost of the Issuer) cause the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest and the Interest Amounts payable in respect of each Class of Rated Notes, the amount of any Deferred Interest due but not paid on any Class C Note, Class D Note, Class E Note or Class F Note for each Accrual Period and Payment Date and the Principal Amount Outstanding of each Class of Notes as of the applicable Payment Date to be notified to the Registrar, the Principal Paying Agent, the Collateral Administrator, the Transfer Agent, the Trustee and the Servicer, as soon as possible after their determination but in no event later than the fourth Business Day thereafter, and the Principal Paying Agent shall cause each such rate, amount and date (and, following receipt of notice thereof from the Servicer, the occurrence of a Frequency Switch Event) to be notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible following notification to the Principal Paying Agent but in no event later than the third Business Day after such notification. The Interest Amounts in respect of the Notes or the Payment Date in respect of any Class of Notes so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Accrual Period. If any of the Notes become due and payable under Condition 10 (*Events of Default*), interest shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this Condition 6 (*Interest*) but no publication of the applicable Interest Amounts shall be made unless the Trustee so determines.

(h) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of the fraud, negligence or wilful misconduct in respect of the Reference Banks or the Calculation Agent (as applicable)) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks or the Calculation Agent in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition 6(h) (*Notifications, etc. to be Final*).

7 REDEMPTION AND PURCHASE

(a) Final Redemption

Save to the extent previously redeemed in full and cancelled, the Notes of each Class will be redeemed on the Maturity Date of such Notes. In the case of a redemption pursuant to this Condition 7(a) (*Final Redemption*), the Rated Notes will be redeemed at their Redemption Price in accordance with the Note Payment Sequence and the Subordinated Notes will be redeemed at the amount equal to their share of the amounts of Principal Proceeds to be applied towards such redemption pursuant to paragraph (P) of the Principal Proceeds Priority of Payments. Notes may not be redeemed other than in accordance with this Condition 7 (*Redemption and Purchase*).

(b) Optional Redemption

(i) Optional Redemption in Whole – Subordinated Noteholders or Servicer

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer at the applicable Redemption Prices, from Sale Proceeds or any Refinancing Proceeds (or a combination thereof):

(A) on any Business Day falling on or after expiry of the Non-Call Period at the option of the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices);

(B) on any Business Day falling on or after expiry of the Non-Call Period at the option of the Servicer subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such direction within five calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders in accordance with Condition 16 (*Notices*)); or

(C) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices).

(ii) Optional Redemption in Part – Subordinated Noteholders or Servicer

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), the Rated Notes of any Class may be redeemed by the Issuer at the applicable Redemption Prices, solely from Refinancing Proceeds (in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below) on any Business Day falling on or after expiry of the Non-Call Period at the direction of either: (x) the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); or (y) at the written direction of the Servicer subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such direction within five calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders in accordance with Condition 16 (*Notices*)). No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed represents the entire Class of such Rated Notes.

(iii) Optional Redemption in Whole – Servicer

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer, at the applicable Redemption Prices, from Sale Proceeds on any Business Day falling on or after expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period, the Aggregate Collateral Balance is less than 20.0 per cent. of the Target Par Amount and if directed in writing by the Servicer.

(iv) Terms and Conditions of an Optional Redemption

In connection with any Optional Redemption:

(A) the Issuer shall procure that at least 15 calendar days' prior written notice of such Optional Redemption (but stating that such redemption is subject to satisfaction of the conditions set out in this Condition 7 (*Redemption and Purchase*), including the applicable Redemption Date, and the relevant Redemption Price therefor, is given to the Trustee, the Collateral Administrator, each Hedge Counterparty and the Noteholders in accordance with Condition 16 (*Notices*));

(B) the Rated Notes to be redeemed shall be redeemed at their applicable Redemption Prices (subject, in the case of an Optional Redemption of the Rated Notes in whole, to the right of holders of 100.0 per cent. of the aggregate Principal Amount Outstanding of any Class of Rated Notes to elect to receive less than 100.0 per cent. of the Redemption Price that would otherwise be payable to the holders of such Class of Rated Notes). Such right shall be exercised by delivery by each holder of the relevant Class of Rated Notes of a written direction confirming such holder's election to receive less than 100.0 per cent. of the Redemption Price that would otherwise be payable to it, together with evidence of their holding to the Issuer, the Trustee and the Servicer no later than 15 calendar days (or such shorter period of time as may be agreed by the Trustee and the Servicer, acting reasonably) prior to the relevant Redemption Date;

(C) any such redemption must comply with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*); and

(D) any redemption in part of the Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*) may be effected solely from Refinancing Proceeds in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below.

(v) Optional Redemption effected in whole or in part through Refinancing

Following receipt of, or as the case may be, confirmation from the Registrar of receipt of (i) a direction in writing from the requisite percentage of Subordinated Noteholders; or (ii) a direction in writing from the Servicer, as the case may be, to exercise any right of optional redemption pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Servicer*) or Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*) and the prior written consent of the Servicer, the Issuer may:

(1) in the case of a redemption in whole of all Classes of Rated Notes (1), enter into a loan (as borrower thereunder) with one or more financial institutions; or (2) issue replacement notes; and

(2) in the case of a redemption in part of the entire Class of a Class of Rated Notes, issue replacement notes (each, a "**Refinancing Obligation**"),

whose terms in each case will be negotiated by the Servicer on behalf of the Issuer (any such refinancing, a "**Refinancing**"). Each Refinancing is required to satisfy the conditions described in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

Refinancing Proceeds may be applied in addition to (or in place of) Sale Proceeds in the redemption of the Rated Notes in whole pursuant to Condition 7(b)(i) (*Optional*

Redemption in Whole – Subordinated Noteholders or Servicer). In addition, Refinancing Proceeds may be applied in the redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*).

(A) Refinancing in relation to a Redemption in Whole

In the case of a Refinancing in relation to the redemption of the Rated Notes in whole but not in part pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Servicer*) as described above, such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to the Rating Agencies;

(2) all Principal Proceeds, Refinancing Proceeds and Sale Proceeds, if any, from the sale of Collateral Debt Obligations, Eligible Investments and Exchanged Securities and all other available funds will be at least sufficient to pay any Refinancing Costs, (including, for the avoidance of doubt, any Administrative Expenses that are Refinancing Costs) and all amounts due and payable in respect of all Classes of Notes save for the Subordinated Notes (including without limitation Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority thereto pursuant to the Priorities of Payment (subject to any election to receive less than 100.0 per cent. of the Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments;

(3) all Principal Proceeds, Refinancing Proceeds, Sale Proceeds, if any, and other available funds are used (to the extent necessary) to make such redemption;

(4) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed; and

(5) all Refinancing Proceeds, Principal Proceeds and all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments, are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee by the Servicer (upon which certificate the Trustee may rely absolutely and without enquiry or liability).

(B) Refinancing in relation to a Redemption in Part

In the case of a Refinancing in relation to a redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Servicer*), such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to the Rating Agencies;

(2) the Refinancing Obligations are in the form of notes;

(3) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption;

(4) subject to paragraph (5) below, the sum of: (A) the Refinancing Proceeds; and (B) the Partial Redemption Interest Proceeds will be at least sufficient to pay in full:

(a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption; plus

(b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing;

(5) if the Partial Redemption Date is not otherwise a Payment Date, the Servicer reasonably determines that Interest Proceeds will be available on the next following Payment Date in an amount at least equal to the sum of:

(a) the amount that will be required for distribution under the Interest Proceeds Priority of Payments for the payment of all Trustee Fees and Expenses and Administrative Expenses on the next following Payment Date (for the avoidance of doubt, after taking into account any reduction in the Senior Expenses Cap on such Payment Date in connection with the application of Partial Redemption Interest Proceeds on the applicable Redemption Date in accordance with the definition of Senior Expenses Cap); and

(b) the amount required for distribution under the Interest Proceeds Priority of Payments as accrued and unpaid interest on the Rated Notes;

(6) the Refinancing Proceeds are used (to the extent necessary) to make such redemption;

(7) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed;

(8) the aggregate principal amount of the Refinancing Obligations is equal to the aggregate Principal Amount Outstanding of the Class or Classes of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;

(9) the maturity date of each class of Refinancing Obligation is the same as the Maturity Date of the Class or Classes of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;

(10) the margin applicable to any Refinancing Obligations for the purposes of determining the relevant interest rate will be equal to or less than the margin applicable to the Rated Notes subject to such Optional Redemption;

(11) payments in respect of the Refinancing Obligations are subject to the Priorities of Payment and rank at the same priority pursuant to the Priorities of Payment than the relevant Class or Classes of Rated Notes being redeemed;

(12) the voting rights, consent rights, redemption rights and all other rights of the Refinancing Obligations (other than any modification to

remove the right of the Subordinated Noteholders or any other person to direct the Issuer to redeem by refinancing the Refinancing Obligations) are the same as the rights of the corresponding Class of Rated Notes being redeemed;

(13) all Refinancing Proceeds and Partial Redemption Interest Proceeds are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date; and

(14) unless and until the Issuer elects (which election may be made only upon confirmation from the Servicer that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act, the Issuer will continue to comply with the requirements set out in the Transaction Documents which are intended to allow the Issuer to rely on the exception contained in Rule 3a-7 under the Investment Company Act,

in each case, as certified to the Issuer and the Trustee by the Servicer (upon which certificate the Trustee may rely absolutely and without enquiry or liability).

If, in relation to a proposed Optional Redemption of the Notes, any of the conditions specified in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) are not satisfied, the Issuer shall cancel the relevant redemption of the Notes and shall give notice of such cancellation to the Trustee, the Servicer and the Noteholders in accordance with Condition 16 (*Notices*). Any such cancellation shall not constitute an Event of Default.

None of the Issuer, the Servicer, the Collateral Administrator or the Trustee shall be liable to any party, including the Subordinated Noteholders, for any failure to obtain a Refinancing.

(C) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed and the other Transaction Documents (subject always to the requirements of Condition 14(c) (*Modification and Waiver*) in relation to each Hedge Counterparty) to the extent that either (a) the Issuer certifies (upon which certificate the Trustee shall be entitled to rely absolutely and without enquiry or liability) that any such modification is necessary to reflect the terms of the Refinancing (including, any modification, in the discretion of the Servicer, to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem by refinancing the Class(es) of Notes subject to a Refinancing) and/or (b) other than such amendments which are necessary pursuant to (a) above, and in the case of a Refinancing in relation to the redemption of the Rated Notes in whole but not in part, the Subordinated Noteholders, acting by Ordinary Resolution, have approved the amendments (if consent is required pursuant to the Conditions), in each case, subject as provided below. No further consent for such amendments shall be required from the holders of the Notes.

The Trustee will not be obliged to enter into any modification that, in its opinion would have the effect of: (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or (ii) adding to or increasing its duties, obligations or liabilities or decreasing its rights, powers, authorisations, indemnities or

protections under the Trust Deed or the other Transaction Documents, and the Trustee will be entitled to conclusively rely upon an officer's certificate or opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such opinion of counsel) provided by the Issuer or any other party to a Transaction Document to the effect that such amendment meets the requirements specified above and is permitted under the Trust Deed without the consent of the holders of the Notes (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds).

(D) Reset Amendments

Trustee shall agree to the modification of the Trust Deed and the other Transaction Documents to reflect a Reset Amendment, subject to the consent of the Subordinated Noteholders, acting by Ordinary Resolution (unless Condition 14(c) (*Modification and Waiver*) allows for such modification without the consent of the Subordinated Noteholders). No further consent for such amendments shall be required from the Noteholders of any other Class of Notes.

(vi) Optional Redemption effected through Liquidation only

Following receipt of notice from the Issuer or, as the case may be, of confirmation from the Registrar of: (i) a direction in writing from the requisite percentage of Subordinated Noteholders; (ii) a direction in writing from the requisite percentage of the Controlling Class; or (iii) a direction in writing from the Servicer, as the case may be to exercise any right of optional redemption pursuant to this Condition 7(b) (*Optional Redemption*) or Condition 7(e) (*Redemption following Note Tax Event*) to be effected solely through the liquidation or realisation of the Collateral, the Collateral Administrator shall, as soon as practicable, and in any event not later than 10 calendar days prior to the scheduled Redemption Date (the "**Redemption Determination Date**"), calculate the Redemption Threshold Amount in consultation with the Servicer.

The Notes shall not be optionally redeemed where such Optional Redemption is to be effected solely through the liquidation or realisation of the Collateral unless:

(A) prior to selling any Collateral Debt Obligations and/or Eligible Investments, the Servicer confirms in writing to the Trustee that, in its judgement, the aggregate sum of (i) expected proceeds from the sale or maturing of Eligible Investments, (ii) for each Collateral Debt Obligation, the product of its Principal Balance and its Market Value and (iii) (without duplication) amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments on the scheduled Redemption Date if the Notes fell due for redemption in full, shall meet or exceed the Redemption Threshold Amount; and

(B) no later than the Business Day prior to the scheduled Redemption Date, the Issuer (or the Servicer on its behalf) certifies to the Trustee in writing (upon which certification the Trustee shall be entitled to rely without enquiry or liability) that the Issuer has or will have received, on or before the scheduled Redemption Date, the proceeds of disposition of all or part of the Portfolio at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date and (without duplication) amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments if the Notes fell due for redemption in full, to meet the Redemption Threshold Amount, *provided that*, if the Issuer has received funds from a purchaser of one or more Collateral Debt Obligations (in whole or in part), but

such Collateral Debt Obligations have not yet been disposed of by transfer of legal title, such funds will be included within the calculation of whether the Redemption Threshold Amount has been met.

Prior to the scheduled Redemption Date, the Collateral Administrator shall give notice to the Trustee in writing of the amount of all expenses of which it has written notice have been or will be incurred by the Issuer up to and including the scheduled Redemption Date in effecting such liquidation or realisation.

Any confirmation delivered by the Servicer pursuant to this Condition must include:

(1) details of the amounts standing to the credit of the Accounts that will be available to be applied in accordance with the Priorities of Payment;

(2) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) or redemption of any Collateral Debt Obligations and/or Eligible Investments; and

(3) all calculations required by this Condition 7(b) (*Optional Redemption*).

Any Noteholder, the Servicer or any of the Servicer's Affiliates, shall have the right, subject to the same terms and conditions afforded to other bidders, to bid on Collateral Debt Obligations to be sold as part of an Optional Redemption pursuant to this Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*).

The Trustee will be entitled to conclusively rely without enquiry or liability upon any evidence, confirmation or certificate formalised by the Servicer pursuant to or in connection with this Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*).

If either of the conditions in paragraphs (A) and (B) above are not satisfied, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation or procure the giving of such notice to the Trustee, the Servicer and the Noteholders in accordance with Condition 16 (*Notices*). Any such cancellation shall not constitute an Event of Default.

(vii) Mechanics of Redemption

Following calculation by the Collateral Administrator of the relevant Redemption Threshold Amount, if applicable, the Collateral Administrator shall make such other calculations as it is required to make pursuant to the Servicing Agreement and shall notify the Issuer, the Trustee, the Servicer and the Registrar, whereupon the Registrar shall notify the Noteholders (in accordance with Condition 16 (*Notices*)) of such amounts.

Any exercise of a right of Optional Redemption by the Subordinated Noteholders pursuant to this Condition 7(b) (*Optional Redemption*) or the Controlling Class pursuant to Condition 7(e) (*Redemption following Note Tax Event*) shall be effected by delivery to a Transfer Agent, by the requisite amount of Subordinated Noteholders or the requisite amount of Notes comprising the Controlling Class (as applicable) held thereby together with duly completed Redemption Notices not less than 15 calendar days, prior to the proposed Redemption Date prior to the applicable Redemption Date. No Redemption Notice and Subordinated Note or Notes comprising the Controlling Class so delivered or any direction given by the Servicer or the Retention Holder may be withdrawn without the prior consent of the Issuer. The Registrar shall copy each Redemption Notice or any direction given by the Servicer or the Retention Holder received to each of the Issuer, the Trustee, the Collateral Administrator and, if applicable, the Servicer.

The Servicer shall notify the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and the Registrar upon satisfaction of any of the relevant conditions set out in this Condition 7(b) (*Optional Redemption*) and shall use commercially reasonable efforts to arrange for liquidation and/or realisation of the Portfolio in whole or in part as necessary, on behalf of the Issuer in accordance with the Servicing Agreement. The Issuer shall deposit, or cause to be deposited, the funds required for an Optional Redemption of the Notes in accordance with this Condition 7(b) (*Optional Redemption*) in the Payment Account on or before the Business Day prior to the applicable Redemption Date (or, in the case of a Refinancing, on or prior to the applicable Redemption Date). Principal Proceeds and Interest Proceeds received in connection with a redemption in whole of all the Rated Notes shall be payable in accordance with the Post-Acceleration Priority of Payments. Any redemption in whole of a Class of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such of Notes.

(viii) Optional Redemption of Subordinated Notes

Subject to the provisions of Condition 7(b)(vi) (*Optional Redemption effected through Liquidation only*), the Subordinated Notes may be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the direction of either of (x) the Subordinated Noteholders (acting by Ordinary Resolution) or (y) the Servicer.

(c) Mandatory Redemption upon Breach of Coverage Tests

(i) Class A Notes and Class B Notes

If either of the Class A/B Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes and the Class B Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Coverage Tests are satisfied if recalculated following such redemption.

(ii) Class C Notes

If either or the Class C Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iii) Class D Notes

If either of the Class D Coverage Tests is not satisfied on the applicable First Test Date or on any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iv) Class E Notes

If either of the Class E Coverage Tests are not satisfied on the First Test Date or on any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes, the Class C Notes,

the Class D Notes and the Class E Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(v) Class F Notes

If the Class F Par Value Test is not satisfied on the First Test Date or on any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until the Class F Par Value Test is satisfied if recalculated following such redemption.

(d) Redemption from Principal Proceeds

The Issuer shall, on each Payment Date occurring thereafter, apply Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date in redemption of the Notes at their applicable Redemption Prices in accordance with the Priorities of Payment.

(e) Redemption following Note Tax Event

Upon the occurrence of a Note Tax Event, the Issuer shall, subject to and in accordance with the terms of the Trust Deed, use all reasonable efforts to cure the Note Tax Event (which may include changing the jurisdiction in which it is resident for Tax purposes to another jurisdiction which, at the time of such change, would not give rise to a Note Tax Event). Upon the earlier of: (i) the date upon which the Issuer notifies (or procures the notification of) the Trustee (upon which notification the Trustee will be entitled to conclusively rely without further enquiry and without liability) and the Noteholders in accordance with Condition 16 (*Notices*) that it is not able to cure the Note Tax Event; and (ii) the date which is 90 calendar days from the date upon which the Issuer first becomes aware of such Note Tax Event (provided that such 90 day period shall be extended by a further 90 calendar days in the event that during the former period the Issuer has notified (or procured the notification of) the Noteholders in accordance with Condition 16 (*Notices*) that, based on advice received by it, it expects that it shall have cured the Note Tax Event by the end of the latter 90 day period), the Controlling Class or the Subordinated Noteholders, in each case acting by way of Extraordinary Resolution, may elect that the Notes of each Class are redeemed, in whole but not in part, on any Business Day thereafter, at their respective Redemption Prices in accordance with the Note Payment Sequence, in which case the Issuer shall so redeem the Notes on such terms, provided that such Note Tax Event would affect payment of principal or interest in respect of the Controlling Class or, as the case may be, the Subordinated Notes (in addition to any other Class of Notes) on such Business Day; provided further that such redemption of the Notes, whether pursuant to the exercise of such option by the Controlling Class or the Subordinated Noteholders, shall take place in accordance with the procedures set out in Condition 7(b) (*Optional Redemption*).

(f) Redemption

Unless otherwise specified in this Condition 7 (*Redemption and Purchase*), all Notes in respect of which any notice of redemption is given shall be redeemed on the Redemption Date at their applicable Redemption Prices and to the extent specified in such notice and in accordance with the requirements of this Condition 7 (*Redemption and Purchase*) and in accordance with the Priorities of Payment.

(g) Cancellation

All Notes redeemed in full by the Issuer will be cancelled and may not be reissued or resold.

No Note may be surrendered (including in connection with any abandonment, donation, gift, contribution or other event or circumstance) except for payment as provided herein for

cancellation pursuant to Condition 7(i) (*Purchase*) below, for registration of transfer, exchange or redemption, or for replacement in connection with any Note mutilated, defaced or deemed lost or stolen.

In respect of Notes represented by a Global Certificate, cancellation of any Note required by these Conditions to be cancelled will be effected by reduction in the principal amount of the Notes on the Register, with a corresponding notation made on the applicable Global Certificate.

(h) Notice of Redemption

The Issuer shall procure that notice of any redemption in accordance with this Condition 7 (*Redemption and Purchase*) (which notice shall be irrevocable) is given to the Trustee, Noteholders and each Hedge Counterparty in accordance with Condition 16 (*Notices*) and promptly in writing to the Rating Agencies.

(i) Purchase

On any Payment Date, at the discretion of the Servicer, the Issuer may, subject to the conditions below, purchase any of the Rated Notes (in whole or in part), using Principal Proceeds standing to the credit of the Principal Account, the Contribution Account or the Collateral Enhancement Account.

No purchase of Rated Notes by the Issuer may occur if such Notes are being sold pursuant to Condition 2(h) (*Forced Transfer of Rule 144A Notes*), Condition 2(i) (*Forced Sale pursuant to FATC*A) or Condition 2(j) (*Forced Transfer pursuant to ERISA*) or unless each of the following conditions is satisfied:

(A) such purchase of Rated Notes shall occur in the following sequential order of priority: *first*, the Class A Notes, until the Class A Notes are purchased or redeemed in full and cancelled; second, the Class B Notes until, the Class B Notes are purchased or redeemed in full and cancelled; *third*, the Class C Notes, until the Class C Notes are purchased or redeemed in full and cancelled; *fourth*, the Class D Notes, until the Class D Notes are purchased or redeemed in full and cancelled; *fifth*, the Class E Notes, until the Class E Notes are purchased or redeemed in full and cancelled; and *sixth*, the Class F Notes, until the Class F Notes are purchased or redeemed in full and cancelled;

(B)

(1) each such purchase of Rated Notes of any Class shall be made pursuant to an offer made to all holders of the Rated Notes of such Class, by notice to such holders, which notice shall specify the purchase price (as a percentage of par) at which such purchase will be effected, the maximum amount of Principal Proceeds and Collateral Enhancement Amounts that will be used to effect such purchase and the length of the period during which such offer will be open for acceptance;

(2) each such holder of a Rated Note shall have the right, but not the obligation, to accept such offer in accordance with its terms; and

(3) if the aggregate Principal Amount Outstanding of Notes of the relevant Class held by holders who accept such offer exceeds the amount of Principal Proceeds specified in such offer, a portion of the Notes of each accepting holder shall be purchased *pro rata* based on the respective Principal Amount Outstanding held by each such holder subject to adjustment for Authorised Denominations if required;

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

(D) each Coverage Test is satisfied immediately prior to each such purchase and will be satisfied after giving effect to such purchase or, if any Coverage Test is not satisfied it shall be at least maintained or improved after giving effect to such purchase as it was immediately prior thereto;

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

(F) any Rated Notes to be purchased shall be surrendered to the Registrar for cancellation and may not be reissued or resold; and

(G) each such purchase will otherwise be conducted in accordance with applicable law (including the laws of Ireland).

Upon instruction by the Issuer, the Registrar shall cancel any such purchased Rated Notes surrendered to it for cancellation. The cancellation (and/or decrease, as applicable) of any such surrendered Rated Notes shall be taken into account for purposes of all relevant calculations. The Issuer shall procure that notice is given to the Rating Agencies of any purchase of Rated Notes pursuant to this Condition 7(i) (*Purchase*).

(j) Exercise of Optional Redemption

The Subordinated Noteholders' and the Controlling Class' option in Condition 7(b) (*Optional Redemption*) and Condition 7(e) (*Redemption following Note Tax Event*) may be exercised by the Subordinated Notes or the Controlling Class (as applicable) giving notice to the Registrar of the principal amount of Subordinated Notes or Notes representing the Controlling Class (as applicable) in respect of which the option is exercised and presenting the relevant Definitive Certificate and/or Global Certificate for endorsement of exercise within the time limit specified in Condition 7(b) (*Optional Redemption*).

(k) Subordinated Notes

The Subordinated Notes shall be entitled upon redemption to receive: (i) the Principal Amount Outstanding thereof (if any), and (ii) any proceeds available in accordance with paragraph (X) of Condition 3(c)(i) (*Application of Interest Proceeds*), paragraph (P) of Condition 3(c)(ii) (*Application of Principal Proceeds*), paragraph (B) of the Collateral Enhancement Obligations Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments, in each case, to the extent proceeds are available and subject to Condition 4(c) (*Limited Recourse*). Following the redemption or repayment in full of the Rated Notes, Subordinated Noteholders may receive payments (including in respect of an Optional Redemption of Subordinated Notes) on any Business Day designated by the Servicer (which Business Days may or may not be the dates stated above) upon five Business Days' prior written notice to the Trustee, the Subordinated Noteholders (in accordance with Condition 16 (*Notices*)) and the Collateral Administrator and such Business Days shall constitute Payment Dates.

8 PAYMENTS

(a) Method of Payment

Payments of principal upon final redemption in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of such Note at the specified office of the Principal Paying Agent or any Paying Agent by wire transfer. Payments of interest on each Note and, prior to redemption in full thereof, principal in respect of each Note, will be made by wire transfer. Upon application of the holder to the specified office of the Principal Paying Agent or any Paying Agent not less than five Business Days before the due date for any payment in respect of a Note, the payment may be made (in the case of any final payment of principal against presentation and surrender (or, in the case of part payment only of such final payment, endorsement) of such Note as provided above) by wire transfer, in immediately available funds, on the due date to a Euro account maintained by the payee with a bank in Western Europe.

Payments of principal and interest in respect of Notes represented by a Global Certificate will be made against presentation and, if no further payment falls to be made in respect of the relevant Notes, upon surrender of such Global Certificate to or to the order of the Principal Paying Agent or such other Transfer Agent as shall have been notified to the relevant Noteholders for such purpose. On each occasion on which a payment of interest (unless the Notes represented thereby do not bear interest) or principal is made in respect of the relevant Global Certificate, the Registrar shall note the same in the Register and cause the aggregate principal amount of the Notes represented by a Global Certificate to be decreased accordingly.

(b) Payments

All payments are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 9 (*Taxation*); and (ii) any withholding or deduction required pursuant to FATCA. No commission shall be charged to the Noteholders.

(c) Payments on Presentation Days

A holder shall be entitled to present a Note for payment only on a Presentation Date and shall not, except as provided in Condition 6 (*Interest*), be entitled to any further interest or other payment if a Presentation Date falls after the due date.

If a Note is presented for payment at a time when, as a result of differences in time zones it is not practicable to transfer the relevant amount to an account as referred to above for value on the relevant Presentation Date, the Issuer shall not be obliged so to do but shall be obliged to transfer the relevant amount to the account for value on the first practicable date after the Presentation Date.

(d) Principal Paying Agent and Transfer Agents

The names of the initial Principal Paying Agent and Transfer Agents and their initial specified offices are set out below. The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Principal Paying Agent and any Transfer Agent and appoint additional or other Agents, provided that it will maintain:

(i) a Principal Paying Agent as approved in writing by the Trustee; provided always that, so long as the Notes of any Class may be held in the form of Definitive Certificates such additional or successor paying agent is not in Ireland for the purposes of Chapter 2 of Part 4 of the Taxes Consolidation Act, 1997 of Ireland (as amended); and

(ii) a Custodian, Account Bank, Servicer and Collateral Administrator.

Notice of any change in any Agent or their specified offices or in the Servicer will promptly be given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*).

9 TAXATION

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Ireland, or any political sub division or any authority therein or thereof or anywhere else in the world having the power to tax, unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments made to Noteholders of any Class and shall withhold or deduct from any such payments any amounts on account of such tax where so required by law (including FATCA). Any such withholding or deduction shall not constitute an Event of Default under Condition 10(a) (*Events of Default*).

Subject as provided below, if the Issuer certifies to the Trustee (upon which certification the Trustee will be entitled to conclusively rely without further enquiry and without liability) that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged by the laws of

Ireland to withhold or account for tax so that it would be unable to make payment of the full amount that would otherwise be due but for the imposition of such tax and that it is not otherwise able to cure the Note Tax Event as contemplated by Condition 7(e) (*Redemption following Note Tax Event*), the Issuer (with the consent of the Trustee and save as provided below) shall use all reasonable endeavours to arrange for the substitution of a company incorporated in another jurisdiction approved by the Trustee as the principal obligor under the Notes of such Class, or to change its tax residence to another jurisdiction approved by the Trustee, subject to receipt of Rating Agency Confirmation in relation to such change.

Notwithstanding the above, if any taxes referred to in this Condition 9 (*Taxation*) arise:

(a) due to any present or former connection of any Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Noteholder if such Noteholder is an estate, a trust, a partnership, or a corporation) with Ireland (including without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Note or receiving principal or interest in respect thereof;

(b) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such Tax (including the relevant Noteholder's failure to provide the Issuer with appropriate tax forms and other documentation reasonably requested by the Issuer) or to provide information concerning nationality, residency or connection with Ireland or other applicable taxing authority;

(c) in connection with FATCA; or

(d) any combination of the preceding paragraphs (a) through (c) (inclusive),

the requirement to substitute the Issuer as a principal obligor and/or change its residence for taxation purposes shall not apply.

10 EVENTS OF DEFAULT

(a) Events of Default

Any of the following events shall constitute an "**Event of Default**":

(i) Non-payment of Interest

the Issuer fails to pay any interest in respect of the Class A Notes or Class B Notes when the same becomes due and payable (save as the result of any deduction therefrom or the imposition of withholding thereon in the circumstances described in Condition 9 (*Taxation*)) and provided that any such failure to pay such interest in such circumstances continues for a period of at least five Business Days (save, in the case of a failure to disburse due to an administrative error or omission only, where such failure continues for a period of at least seven Business Days after the Issuer, the Collateral Administrator and the Principal Paying Agent receive written notice of, or have actual knowledge of, such administrative error or omission); provided further, that the failure to effect any Optional Redemption or Redemption following a Note Tax Event for which notice is withdrawn in accordance with these Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails, will not constitute an Event of Default;

(ii) Non-payment of Principal

the Issuer fails to pay any principal when the same becomes due and payable on any Rated Note on any Redemption Date and such failure to pay principal continues for a period of at least five Business Days provided that, in the case of a failure to disburse due to an administrative error or omission, such failure continues for a period of at least seven Business Days after the Issuer and/or the Trustee receive written notice of, or

have actual knowledge of, such administrative error or omission and provided further that, failure to effect any Optional Redemption or redemption following a Note Tax Event for which notice is withdrawn in accordance with the Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails, will not constitute an Event of Default;

(iii) Default under Priorities of Payment

the failure on any Payment Date to disburse amounts (except to the extent provided in: (i) (*Non-payment of Interest*); or (ii) (*Non-payment of Principal*) above) available in the Payment Account in excess of €50,000 and payable in accordance with the Priorities of Payment and continuation of such failure for a period of 10 Business Days or, in the case of a failure to disburse due to an administrative error or omission or another non-credit-related reason (as determined by the Servicer acting in a commercially reasonable manner and certified in writing to the Issuer and the Trustee (upon which certification the Issuer and the Trustee may rely absolutely and without enquiry or liability), but without liability as to such determination) by the Issuer, such failure continues for 10 Business Days after the Issuer and the Trustee receive written notice of, or have actual knowledge of, such administrative error or omission or such other non-credit-related reason;

(iv) Collateral Debt Obligations

on any Measurement Date, failure of the percentage equivalent of a fraction: (A) the numerator of which is equal to (1) the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value); and (B) the denominator of which is equal to the Principal Amount Outstanding of the Class A Notes, to equal or exceed 102.5 per cent.;

(v) Breach of Other Obligations

except as otherwise provided in this definition of "Event of Default" a default in a material respect in the performance by, or breach in a material respect of any material covenant of, the Issuer under the Trust Deed (provided that any failure to meet any Coverage Test is not an Event of Default) or the failure of any material representation or warranty of the Issuer made in the Trust Deed or in any certificate or other writing delivered pursuant thereto or in connection therewith to be correct in each case in all material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of 45 calendar days after the earlier of: (A) the date the Issuer has actual knowledge of such default, breach or failure; and (B) the date notice is given to the Issuer and the Servicer by registered or certified mail or courier, from the Trustee, the Issuer, or the Servicer, or to the Issuer, the Servicer and the Trustee from the Controlling Class acting pursuant to an Ordinary Resolution, specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a "Notice of Default" under the Trust Deed; provided that if the Issuer (as notified to the Trustee by the Servicer in writing) has commenced curing such default, breach or failure during the 45 day period specified above, such default, breach or failure shall not constitute an Event of Default under this paragraph (v) (*Breach of Other Obligations*) unless it continues for a period of 45 calendar days (rather than, and not in addition to, such 45 calendar day period specified above) after the earlier of: (A) the date the Issuer has actual knowledge of such default, breach or failure; and (B) the date notice is given to the Issuer in accordance herewith. For the purposes of this paragraph, the materiality of such default, breach, representation or warranty shall be determined by the Trustee who shall make such determination by considering whether the default or breach is materially prejudicial to the interests of any Class of the Noteholders;

(vi) Insolvency Proceedings

proceedings are initiated against the Issuer under any applicable liquidation, examinership, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator, or other similar insolvency official (a "**Receiver**") is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of a Receiver, is not discharged within 30 calendar days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation (other than on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Controlling Class);

(vii) Illegality

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Notes; or

(viii) Investment Company Act

the Issuer or any of the Collateral becomes required to register as an "investment company" under the Investment Company Act and such requirement continues for 45 calendar days.

(b) Acceleration

(i) If an Event of Default occurs and is continuing, the Trustee may, at its discretion and shall, at the request of the Controlling Class acting by way of Extraordinary Resolution, (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) give notice to the Issuer, the Servicer and each Hedge Counterparty that all the Notes are immediately due and repayable (such notice, an "**Acceleration Notice**"), provided that following an Event of Default described in paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof shall occur, an Acceleration Notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable at their applicable Redemption Prices.

(ii) Upon any such Acceleration Notice being given to the Issuer in accordance with paragraph (b)(i) (*Acceleration*), all of the Notes shall immediately become due and repayable at their applicable Redemption Prices (other than with respect to an Event of Default occurring under paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof where delivery of an Acceleration Notice is not required and shall be deemed to have been given).

(c) Curing of Default

At any time after an Acceleration Notice has been given pursuant to Condition 10(b)(i) (*Acceleration*) following the occurrence of an Event of Default (other than with respect to an Event of Default occurring under paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof where delivery of an Acceleration Notice is not required and shall be deemed to have been given) and prior to enforcement of the security pursuant to Condition 11 (*Enforcement*), the Trustee, subject to receipt of consent in writing from the Controlling Class, may and shall, if so requested by the Controlling Class, in each case, acting by Ordinary Resolution, (and subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and

demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) rescind and annul such Acceleration Notice under Condition 10(b)(i) (*Acceleration*) above and its consequences if:

(i) the Issuer has paid or deposited with the Trustee (or to its order) a sum sufficient to pay:

(A) all overdue payments of interest and principal on the Notes, other than the Subordinated Notes;

(B) all due but unpaid taxes owing by the Issuer, as certified by an Authorised Officer of the Issuer to the Trustee;

(C) all unpaid Administrative Expenses and Trustee Fees and Expenses (without regard to the Senior Expenses Cap); and

(D) all amounts due and payable by the Issuer under any Currency Hedge Agreement or Interest Rate Hedge Agreement; and

(ii) the Trustee has determined that all Events of Default, other than the non-payment of the interest in respect of, or principal of, the Notes that have become due solely as a result of the acceleration thereof under Condition 10(b)(i) (*Acceleration*) above due to such Events of Default, have been cured or waived.

Any previous rescission and annulment of a notice of an Acceleration Notice pursuant to this paragraph (c) (*Curing of Default*) shall not prevent the subsequent acceleration of the Notes if the Trustee, at its discretion or, as subsequently requested, accelerates the Notes or if the Notes are automatically accelerated in accordance with paragraph (b)(i) (*Acceleration*) above.

All amounts received in respect of this paragraph (c) (*Curing of Default*) shall be distributed two Business Days following receipt by or on behalf of the Trustee of such amounts in accordance with the Post-Acceleration Priority of Payment.

(d) Restriction on Acceleration of Notes

No acceleration of the Notes shall be permitted pursuant to this paragraph (d) (*Restriction on Acceleration of Notes*) by any Class of Noteholders, other than the Controlling Class as provided in paragraph (b) (*Acceleration*) above.

(e) Notification and Confirmation of No Default

The Issuer shall immediately notify the Trustee, the Servicer, the Noteholders (in accordance with Condition 16 (*Notices*)), each Hedge Counterparty and the Rating Agencies upon becoming aware of the occurrence of an Event of Default. The Trust Deed contains provision for the Issuer to provide written confirmation to the Trustee and the Rating Agencies on an annual basis (and, in the case of the Trustee, on request) that no Event of Default has occurred and that no condition, event or act has occurred which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition would constitute an Event of Default and that no other matter which is required (pursuant thereto) to be brought to the Trustee's attention has occurred.

11 ENFORCEMENT

(a) Security Becoming Enforceable

Subject as provided in paragraph (b) (*Enforcement*) below, the security constituted by the Trust Deed over the Collateral shall become enforceable upon an acceleration of the maturity of the Notes pursuant to Condition 10(b) (*Acceleration*).

(b) Enforcement

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion but subject always to Condition 4(c) (*Limited Recourse*), and shall, if so directed by the Controlling Class acting by Ordinary Resolution, institute such proceedings or take such other action against the Issuer or take any other action as it may think fit to enforce the terms of the Trust Deed and the Notes and pursuant and subject to the terms of the Trust Deed and the Notes, realise and/or otherwise liquidate or sell the Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any Obligor in respect of the Collateral and/or take any other action to enforce the security over the Collateral in accordance with the Trust Deed (such actions together, "**Enforcement Actions**"), in each case without any liability as to the consequence of such action and without having regard (save to the extent provided in Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*)) to the effect of such action on individual Noteholders of any Class or any other Secured Party provided however that:

(i) no such Enforcement Action may be taken by the Trustee unless:

(A) subject to being indemnified and/or prefunded and/or secured to its satisfaction, the Trustee (or any Appointee on its behalf) determines that the anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) other than the Subordinated Notes and all amounts payable in priority thereto pursuant to the Post-Acceleration Priority of Payments (such amount the "**Enforcement Threshold**" and such determination being an "**Enforcement Threshold Determination**"), subject to consultation with the Servicer; or

(B) if the Enforcement Threshold will not have been met then:

(1) in the case of an Event of Default specified in sub-paragraph (i) (*Non-payment of Interest*); (ii) (*Non-payment of Principal*) or (iv) (*Collateral Debt Obligations*) of Condition 10(a) (*Events of Default*), the Controlling Class acting by way of Extraordinary Resolution (and no other Class of Notes) directs the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or

(2) in the case of any other Event of Default, the Holders of each Class of Rated Notes voting separately by Class by way of Ordinary Resolution direct the Trustee to take Enforcement Action,

(ii) the Trustee shall not be bound to institute any Enforcement Action or take any other action unless it is directed to do so by the Controlling Class or, in the case of Condition 11(b)(i)(B)(2) (*Enforcement*), each Class of Rated Notes as applicable, acting by Ordinary Resolution (or, in the case of Condition 11(b)(i)(B)(1) (*Enforcement*) above, the Controlling Class acting by way of Extraordinary Resolution) and, in each case, the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith. Following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the Trustee shall (provided it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) act upon the directions of the Subordinated Noteholders acting by Extraordinary Resolution; and

(iii) the Trustee shall determine or shall procure that an Enforcement Agent determines the aggregate proceeds that can be realised pursuant to any Enforcement Action by using reasonable efforts to obtain, with the cooperation of the Servicer using its commercially reasonable efforts (to the extent the Enforcement Agent is not the Servicer), bid prices with respect to each asset comprising the Portfolio from two recognised dealers (as specified by the Servicer in writing) at the time making a market therein and shall compute the anticipated proceeds of sale or liquidation on the basis of the lower of such bid prices for each such asset. In the event that the Trustee or the Enforcement Agent, as applicable and with the cooperation of the Servicer (to the extent the Enforcement Agent is not the Servicer), is only able to obtain bid prices with respect to an asset from one recognised dealer at the time making a market therein, the Trustee or the Enforcement Agent shall compute the anticipated proceeds of sale or liquidation on the basis of such one bid price. In addition, for the purposes of determining issues relating to the execution of a sale or liquidation of the Portfolio and the execution of a sale or other liquidation thereof in connection with an Enforcement Threshold Determination will be met, the Trustee or the Enforcement Agent may obtain and rely on an opinion of or any advice received from an independent investment banking firm, or other appropriate advisor (the cost of which shall be payable as a Trustee Fee and Expense).

(iv) The Trustee shall notify the Noteholders (in accordance with Condition 16 (*Notices*)), the Issuer, the Agents, each Hedge Counterparty, the Servicer and the Rating Agencies in the event that it or any Appointee on its behalf makes an Enforcement Threshold Determination at any time or the Trustee takes any Enforcement Action at any time (such notice an "**Enforcement Notice**"). Following the delivery of an Acceleration Notice (deemed or otherwise) which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) or, as the case may be following automatic acceleration of the Notes or pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or Condition 7(e) (*Redemption following Note Tax Event*), Interest Proceeds, Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (other than with respect to any Hedge Issuer Tax Credit Payments and/or Counterparty Downgrade Collateral which is required to be paid or returned to a Hedge Counterparty outside the Priorities of Payment in accordance with the Hedge Agreement, Condition 3(j)(ii) (*Interest Account*) and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) or any Collateral Enhancement Obligation Proceeds (which are required to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments) and other than Sale Proceeds in respect of Non-Euro Obligations sold subject to and in accordance with a Currency Hedge Transaction which shall be paid to the relevant Hedge Counterparty in accordance with the terms thereof outside the Priorities of Payment), shall be credited to the Payment Account and shall be distributed in accordance with the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Post-Acceleration Priority of Payments**"):

(A) to the payment of: (i) other than following an enforcement of the Notes in accordance with this Condition 11(b) (*Enforcement*), Taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the Issuer Profit Amount referred to in (ii) below), as certified by an Authorised Officer of the Issuer to the Trustee, if any, (save for any VAT payable in respect of a payment made by the Issuer pursuant to the Post-Acceleration Priority of Payments); and (ii) to the payment of the Issuer Profit Amount, for deposit into the Issuer Profit Account from time to time;

(B) to the payment of accrued and unpaid Trustee Fees and Expenses, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period; provided that following the occurrence of an Event of Default that is continuing, the Senior Expenses Cap shall not apply in respect of such Trustee Fees and Expenses;

(C) to the payment of accrued and unpaid Administrative Expenses in relation to each item thereof in the order of priority stated in the definition thereof up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B) above, provided that following the occurrence of an Event of Default that is continuing the Senior Expenses Cap shall not apply in respect of such Administrative Expenses;

(D) to the payment:

(1) *firstly*, on a *pro rata* basis to the Servicer of the Senior Servicing Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority) save for any Deferred Senior Servicer Amounts which shall not be paid pursuant to this paragraph; and

(2) *secondly*, to the Servicer, any previously due and unpaid Senior Servicing Fees (other than Deferred Senior Servicer Amounts) and any VAT in respect thereof (whether payable to the Servicer or directly to the relevant taxing authority),

(E) to the payment, on a *pari passu* and *pro rata* basis, of: (i) any Scheduled Periodic Hedge Issuer Payments; (ii) any Currency Hedge Issuer Termination Payments (to the extent not paid out of the Currency Account or the relevant Hedge Termination Account or the relevant Counterparty Downgrade Collateral Account and other than Defaulted Currency Hedge Termination Payments), and (iii) any Interest Rate Hedge Issuer Termination Payments (to the extent not paid out of the Interest Account or the relevant Hedge Termination Account or the relevant Counterparty Downgrade Collateral Account and other than Defaulted Interest Rate Hedge Termination Payments);

(F) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class A Notes;

(G) to the redemption on a *pro rata* basis of the Class A Notes, until the Class A Notes have been redeemed in full;

(H) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class B Notes;

(I) to the redemption on a *pro rata* basis of the Class B Notes, until the Class B Notes have been redeemed in full;

(J) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class C Notes;

(K) to the payment on a *pro rata* basis of any Deferred Interest on the Class C Notes;

(L) to the redemption on a *pro rata* basis of the Class C Notes, until the Class C Notes have been redeemed in full;

(M) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class D Notes;

(N) to the payment on a *pro rata* basis of any Deferred Interest on the Class D Notes;

(O) to the redemption on a *pro rata* basis of the Class D Notes, until the Class D Notes have been redeemed in full;

(P) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest but including interest on Deferred Interest) due and payable on the Class E Notes;

(Q) to the payment on a *pro rata* basis of any Deferred Interest on the Class E Notes;

(R) to the redemption on a *pro rata* basis of the Class E Notes, until the Class E Notes have been redeemed in full;

(S) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest but including interest on Deferred Interest) due and payable on the Class F Notes;

(T) to the payment on a *pro rata* basis of any Deferred Interest on the Class F Notes;

(U) to the redemption on a *pro rata* basis of the Class F Notes, until the Class F Notes have been redeemed in full;

(V) to the payment:

(1) *firstly*, to the Servicer of the Subordinated Servicing Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Servicer or directly on the relevant taxing authority) save for any Deferred Senior Servicer Amounts which shall not be paid pursuant to this paragraph;

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

(3) *thirdly*, to the Servicer in payment of any Deferred Senior Servicer Amounts and Deferred Subordinated Servicer Amounts and to the relevant tax authority any VAT in respect thereof payable directly thereto; and

(4) *fourthly*, to the repayment of any Servicer Advances and any interest thereon;

(W) to the payment of Trustee Fees and Expenses not paid by reason of the Senior Expenses Cap (if any), in relation to each item thereof, on a *pro rata* basis;

(X) to the payment of Administrative Expenses not paid by reason of the Senior Expenses Cap (if any), in relation to each item thereof in the order of priority stated in the definition thereof, provided that, following an enforcement of the Notes in accordance with this Condition 11 (*Enforcement*), such payment shall only be made to any recipients thereof that are Secured Parties;

(Y) to the payment on a *pari passu* and *pro rata* basis of any Defaulted Currency Hedge Termination Payments due to any Currency Hedge Counterparty or Defaulted Interest Rate Hedge Termination Payments due to any Interest Rate Hedge Counterparty (in each case to the extent not paid out of the relevant Hedge Termination Account or any relevant Counterparty Downgrade Collateral Account);

(Z)

(1) *firstly*, if the Incentive Servicing Fee IRR Threshold has not been reached, any remaining Interest Proceeds and Principal Proceeds to the payment on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Servicing Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including pursuant to paragraph (Z)(1) above, the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments (including pursuant to paragraph (Z)(1) above) the Incentive Servicing Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, the Incentive Servicing Fee Percentage of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Servicer as an Incentive Servicing Fee except that the Servicer may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Servicer under this paragraph (Z)(2)(a) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (Z)(2)(c) below;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Servicing Fee referred to in paragraph (Z)(2)(a) above (whether payable to the Servicer or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Interest Proceeds and Principal Proceeds, to the payment of principal and, thereafter, interest on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

For the avoidance of doubt, at such time that the Post-Acceleration Priority of Payments becomes applicable: (i) any amounts standing to the credit of the Collateral Enhancement Account; and (ii) any Collateral Enhancement Obligation Proceeds shall not be subject to the Post-Acceleration Priority of Payments but shall be distributed in accordance with and subject to the Collateral Enhancement Obligation Proceeds Priority of Payments.

Where the payment of any amount in accordance with the Post-Acceleration Priority of Payments set out above is subject to any deduction or withholding for or on account of any Tax, payment of the amount so deducted or withheld shall be made to the relevant taxing authority pari passu with and, so far as possible, at the same time as, the payment of the amount in respect of which the relevant deduction or withholding has arisen.

If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or in respect of any other taxes attributable to any of the items referred to in

paragraphs (B) to (Z)(1) above, then such amounts in respect of such taxes shall be paid *pro rata* and *pari passu* with such items. If such amounts are paid pursuant to the Post-Acceleration Priority of Payments above as a result of the enforcement of the security pursuant to this Condition 11(b) (*Enforcement*), the Issuer shall only account for the tax liabilities of a Secured Party.

(c) Only Trustee to Act

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders or, in respect of the Collateral, of any of the other Secured Parties under the Trust Deed and the Notes and no Noteholder or other Secured Party may proceed directly against the Issuer or any of its assets unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable period after having received notice of such failure and such failure or neglect continues for at least 30 calendar days following receipt of such notice by the Trustee. Any proceeds received by a Noteholder or other Secured Party pursuant to any such proceedings brought by a Noteholder or other Secured Party shall be paid promptly following receipt thereof to the Trustee for application pursuant to the Conditions and the terms of the Trust Deed. After realisation of the security which has become enforceable and distribution of the net proceeds in accordance with the Priorities of Payment, no Noteholder or other Secured Party may take any further steps against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer in respect of such sums unpaid shall be extinguished. In particular, none of the Trustee, any Noteholder or any other Secured Party shall be entitled in respect thereof to petition or take any other step for the winding up of the Issuer except to the extent permitted under the Trust Deed.

(d) Purchase of Collateral by Noteholders or Servicer

Upon any sale of any part of the Collateral following the acceleration of the Notes under Condition 10(b) (*Acceleration*) whether made under the power of sale under the Trust Deed or by virtue of judicial proceedings, any Noteholder, the Servicer or any Servicer Related Person, may (but shall not be obliged to) bid for and purchase the Collateral or any part thereof and, upon compliance with the terms of sale, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability. In addition, any purchaser in any such sale which is a Noteholder may deliver Notes held by it in place of payment of the purchase price for such Collateral where the amount payable to such Noteholder in respect of such Notes pursuant to the Priorities of Payment out of the net proceeds of such sale is equal to or exceeds the purchase moneys so payable.

12 PRESCRIPTION

Claims in respect of principal and interest payable on redemption in full of the relevant Notes while the Notes are represented by a Definitive Certificate will become void unless presentation for payment is made as required by Condition 7 (*Redemption and Purchase*) within a period of five years, in the case of interest, and ten years, in the case of principal, from the date on which payment is respect of such Notes is received by the applicable Paying Agent.

Notwithstanding the above, claims against the Issuer in respect of principal and interest on the Notes while the Notes are represented by a Global Certificate will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the date on which any payment first becomes due.

13 REPLACEMENT OF NOTES

If any Note is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Transfer Agent, subject in each case to all applicable laws and the requirements of Euronext Dublin, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (provided that the

requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes must be surrendered before replacements will be issued.

14 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

(a) Provisions in Trust Deed

The Trust Deed contains provisions for convening meetings of the Noteholders (and for passing Written Resolutions) to consider matters affecting the interests of the Noteholders including, without limitation, modifying or waiving certain of the provisions of these Conditions and the substitution of the Issuer in certain circumstances. The provisions in this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) are descriptive of the detailed provisions of the Trust Deed.

(b) Decisions and Meetings of Noteholders

(i) General

Decisions may be taken by Noteholders by way of Ordinary Resolution or Extraordinary Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing, in each case, in at least the minimum percentages specified in the table "Minimum Percentage Voting Requirements" in paragraph (b)(iii) (*Minimum Voting Rights*) below. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10.0 per cent. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary Resolution affects the holders of only one or more Classes of Notes, in which event the required quorum and minimum percentage voting requirements of such Ordinary Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes and not the holders of any other Notes as set forth in the tables below.

Notice of any Resolution passed by the Noteholders will be given to the Rating Agencies in writing.

The holder of each Global Certificate will be treated as being one person for the purposes of any quorum requirements of, or the right to demand a poll at, a meeting of Noteholders and, at any such meeting, as having one vote in respect of each €1,000 of principal amount of Notes for which the relevant Global Certificate may be exchanged.

(ii) Quorum

The quorum required for any meeting convened to consider an Ordinary Resolution or Extraordinary Resolution, in each case, of all the Noteholders or of any Class of Noteholders, or at any adjourned meeting to consider such a Resolution, shall be as set out in the relevant column and row corresponding to the type of resolution in the table "Quorum Requirements" below.

Quorum Requirements

Type of Resolution	Any meeting other than a meeting adjourned for want of quorum	Meeting previously adjourned for want of quorum
Extraordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount Outstanding (or the relevant Class or Classes only if applicable)
Ordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 50.0 per cent. of the aggregate Principal Amount Outstanding (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount Outstanding (or the relevant Class or Classes only if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

(iii) Minimum Voting Rights

Set out in the table "*Minimum Percentage Voting Requirements*" below are the minimum percentages required to pass the Resolutions specified in such table which: (A) in the event that such Resolution is being considered at a duly convened meeting of Noteholders, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding held or represented by any person or persons who vote in favour of such Resolution represents of the aggregate Principal Amount Outstanding of all applicable Notes Outstanding which are represented at such meeting and are voted; or (B) in the case of any Written Resolution or Electronic Resolution, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding entitled to be voted in respect of such Written Resolution or Electronic Resolution and which are voted in favour thereof represent of the aggregate Principal Amount Outstanding of all the Notes Outstanding entitled to vote in respect of such Written Resolution or Electronic Resolution.

Minimum Percentage Voting Requirements

Type of Resolution	Per cent.
Extraordinary Resolution of all Noteholders (or of a certain Class or Classes only)	At least 66⅔ per cent.
Ordinary Resolution of all Noteholders (or of a certain Class or Classes only)	More than 50.0 per cent.

(iv) Disenfranchisement

Notes held in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes and any Notes held by the Servicer or any Servicer Related Person, shall not have any voting rights in

respect of, and shall not be counted for the purposes of determining a quorum and the result of voting on any Servicer Removal Resolutions or any Servicer Replacement Resolutions (but shall carry a right to vote and be so counted on all other matters in respect of which the Servicer Removal and Replacement Voting Notes have a right to vote and be counted).

(v) Written Resolutions

Any Written Resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders and the date of such Written Resolution shall be the date on which the latest such document is signed. Any Extraordinary Resolution or Ordinary Resolution may be passed by way of a Written Resolution.

(vi) Electronic Resolutions

The Trust Deed provides that any Extraordinary Resolution or Ordinary Resolution may be passed by way of consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the relevant number of required Noteholders for such Extraordinary Resolution or Ordinary Resolution (as applicable).

(vii) All Resolutions Binding

Subject to Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*) and in accordance with the Trust Deed, any Resolution of the Noteholders (including any resolution of a specified Class or Classes of Noteholders, where the resolution of one or more other Classes is not required) duly passed shall be binding on all Noteholders (regardless of Class and regardless of whether or not a Noteholder was present at the meeting at which such Resolution was passed or regardless of whether or not a Noteholder voted on a Resolution passed by way of Written Resolution or Electronic Resolution (as applicable)).

(viii) Extraordinary Resolution

Any Resolution to sanction any of the following items (each a "**Key Terms Modification**") will be required to be passed by an Extraordinary Resolution (except (i) any modification made pursuant to Condition 7(b)(v)(C)) (*Consequential Amendments*), (ii) a Resolution of the Subordinated Noteholders in order to sanction a Reset Amendment, in which case such Reset Amendment will be required to be passed by Ordinary Resolution of the Subordinated Noteholders only, (iii) any modification made pursuant to Condition 14(c)(xxxi) (*Modification and Waiver*) where such change is to a base rate other than an Alternative Base Rate, in which case such modification will be required to be approved as set out therein only and (iv) any modification or waiver made pursuant to Condition 14(c)(xvii) (*Modification and Waiver*) and shall additionally require the consent of the Servicer (in each case, subject to anything else specified in the Trust Deed, the Servicing Agreement or the relevant Transaction Document, as applicable):

(A) the Redemption Price in respect of such Class of Rated Notes being less than 100.0 per cent. of the Principal Amount Outstanding thereof, together with any accrued and unpaid interest in respect thereof to the relevant day of redemption;

(B) any modification of schedule 5 (*Provisions for Meetings of the Noteholders of each Class*) of the Trust Deed or this Condition 14(b) (*Decisions and Meetings of Noteholders*);

(C) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed;

(D) the exchange or substitution for the Notes of a Class, or the conversion of the Notes of a Class into, shares, bonds or other obligations or securities of the Issuer or any other entity;

(E) the modification of any provision relating to the timing and/or circumstances of the payment of interest or redemption of the Notes of the relevant Class at maturity or otherwise (including the circumstances in which the maturity of such Notes may be accelerated) (other than, for the avoidance of doubt, in the case of a Refinancing in relation to the redemption of the Rated Notes in whole);

(F) the modification of any of the provisions of the Trust Deed which would directly and adversely affect the calculation of the amount of any payment of interest or principal on any Note (other than, for the avoidance of doubt, in the case of a Refinancing in relation to the redemption of the Rated Notes in whole);

(G) the adjustment of the outstanding principal amount of the Notes Outstanding of the relevant Class other than in connection with a further issue of Notes pursuant to Condition 17 (*Additional Issuances*);

(H) a change in the currency of payment of the Notes of a Class;

(I) any change in the Priorities of Payment or of any payment items in the Priorities of Payment; and

(J) any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document (other than in the case of a Refinancing in relation to the redemption of the Rated Notes in whole).

(ix) Ordinary Resolution

Any meeting of the Noteholders shall, subject to these Conditions and the Trust Deed, have power by Ordinary Resolution to approve any other matter relating to the Notes not referred to in paragraph (b)(viii) (*Extraordinary Resolution*) above.

(x) Matters affecting a certain Class of Notes

Matters affecting the interests of only one Class (in the opinion of the Trustee) shall only be considered by and voted upon at a meeting of Noteholders of that relevant Class or by Written Resolution or Electronic Resolution of the holders of that relevant Class.

(c) Modification and Waiver

Without the consent of the Noteholders (other than as set out below), the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed and/or the Servicing Agreement and/or any other Transaction Document (subject to the consent of the other parties thereto, except as otherwise provided therein) (as applicable) and the Trustee shall, without the consent of the Noteholders and in reliance on a certificate of the Issuer, consent to such amendment, modification, supplement or waiver (other than as provided in paragraphs (xi), (xii) and (xiv) below, where any such amendment, modification, supplement and/or waiver shall be subject to the prior written consent of the Trustee in accordance with the relevant paragraph), for any of the following purposes (other than, in each case (with the exception of paragraphs (xi), (xii) or (xiv) below), any such amendment, modification, supplement and/or waiver that has the effect of sanctioning a Key Terms Modification or the effect of sanctioning any item described in Condition 14(b)(viii) (*Extraordinary Resolution*) above):

(i) to add to the covenants of the Issuer for the benefit of the Noteholders or to surrender any right or power in the Trust Deed or the Servicing Agreement (as applicable) conferred upon the Issuer;

(ii) to charge, convey, transfer, assign, mortgage or pledge any property to or with the Trustee or add to the conditions, limitations or restrictions on the authorised amount, terms and purposes of the issue, authentication and delivery of the Notes;

(iii) to correct or amplify the description of any property at any time subject to the security of the Trust Deed, or to better assure, convey and confirm unto the Trustee any property subject or required to be subject to the security of the Trust Deed (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or to subject to the security of the Trust Deed any additional property;

(iv) to modify the provisions of the Trust Deed relating to the creation, perfection and preservation of the security interests of the Trustee in the Collateral to conform with applicable law;

(v) to evidence and provide for the acceptance of appointment under the Trust Deed by a successor Trustee subject to and in accordance with the terms of the Trust Deed and to add to or change any of the provisions of the Trust Deed as shall be necessary to facilitate the administration of the trusts under the Trust Deed by more than one Trustee, pursuant to the requirements of the relevant provisions of the Trust Deed;

(vi) to make such changes as shall be necessary or advisable in order for the Notes of each Class to be (or to remain) listed and admitted to trading on the Global Exchange Market or any other exchange;

(vii) to amend, modify, enter into, accommodate the execution or facilitate the transfer by the relevant Hedge Counterparty of any Hedge Agreement upon terms satisfactory to the Servicer and subject to receipt of Rating Agency Confirmation (unless any such amended or modified Hedge Agreement constitutes a Form Approved Hedge);

(viii) save as contemplated in paragraph (d) (*Substitution*) below, to take any action advisable to prevent the Issuer from becoming subject to (or to otherwise reduce) withholding or other taxes, fees or assessments;

(ix) to take any action advisable to prevent the Issuer from being treated as resident outside of Ireland for Tax purposes, otherwise subject to tax on net income, profits or gains outside of Ireland, subject to VAT (in Ireland or elsewhere) in respect of any Servicing Fees or being subject to (or its representatives being subject to) or to otherwise reduce any diverted profits tax or similar tax (in the UK or elsewhere);

(x) to take any action advisable to prevent the Issuer from being treated as engaged in a U.S. trade or business or subject to U.S. federal, state or local income tax on a net income basis;

(xi) to enter into any additional agreements not expressly prohibited by the Trust Deed or the Servicing Agreement (as applicable) as well as any amendment, modification or waiver of such additional agreements if the Trustee determines that such entry, amendment, modification or waiver would not, upon or after becoming effective, be materially prejudicial to the interests of the Noteholders of any Class of Notes; in each case provided that any such additional agreements include customary limited recourse and non-petition provisions;

(xii) to make any other modification of any of the provisions of the Trust Deed, the Servicing Agreement or any other Transaction Document which, in the opinion of the Trustee, is of a formal, minor or technical nature or is made to correct a manifest error and, in the case of a modification to the Servicing Agreement, subject to the consent in writing of the Servicer;

(xiii) subject to: (A) Conditions 14(c)(xviii) and 14(c)(xxiv) (*Modification and Waiver*) below, which shall take priority in the event of a conflict; (B) Rating Agency Confirmation; and (C) the consent of the Controlling Class, acting by way of Ordinary

Resolution, to make any modifications to the Eligibility Criteria and all related definitions (including in order to reflect changes in the methodology applied by the Rating Agencies);

(xiv) to make any other modification (save as otherwise provided in the Trust Deed, the Servicing Agreement or the relevant Transaction Document), and/or give any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or any other Transaction Document which in the opinion of the Trustee is not materially prejudicial to the interests of the Noteholders of any Class and, in the case of a modification to the Servicing Agreement, subject to the consent in writing of the Servicer;

(xv) to amend the name of the Issuer;

(xvi) to make any amendments to the Trust Deed or any other Transaction Document to enable the Issuer to comply with FATCA, CRS or any other similar regime for reporting and exchanging tax information;

(xvii) to make any changes necessary to (x) permit or reflect any additional issuances in accordance with Condition 17 (*Additional Issuances*), (y) to issue any replacement notes in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) or any changes necessary to facilitate the Issuer to effect a Refinancing, or any changes necessary as a consequence of a Refinancing, in each case, under Conditions 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and 7(b)(v)(C) (*Consequential Amendments*);

(xviii) (A) notwithstanding Conditions 14(c)(xiii) and 14(c)(xvii) (*Modification and Waiver*) above, to evidence any waiver or modification by any Rating Agency in its rating methodology or as to any requirement or condition, as applicable, of such Rating Agency set forth in the Transaction Documents; or (B) to conform the Transaction Documents to the Offering Circular;

(xix) to modify the Transaction Documents in order to comply with Rule 17g-5 or Rules 17g-10 of the Exchange Act;

(xx) to modify the terms of the Transaction Documents and/or the Conditions and/or to enter into any additional agreements not expressly prohibited by the Trust Deed or these Conditions in order to enable the Issuer to comply with EMIR, MiFID II, the CRA Regulation, the AIFMD and/or the Dodd-Frank Act, CRA3, and/or CFTC (and any implementing and/or delegated regulation, technical standards or guidance relating thereto);

(xxi) to make any other modification of any of the provisions of the Trust Deed, the Servicing Agreement or any other Transaction Document to: (A) comply with the Securitisation Regulation, including the EU Retention Requirements and the EU Transparency Requirements (whether as a result of a change or otherwise) or which result from the implementation of technical standards relating thereto or any subsequent risk retention or disclosure legislation or official guidance or corresponding EU Retention Requirements or the EU Transparency Requirements under the Securitisation Regulation, or (B) comply with the U.S. Risk Retention Rules (if applicable);

(xxii) to make such changes as are necessary to facilitate the transfer of any Hedge Agreement to a replacement counterparty or the roles of any Agent to a replacement agent, in each case in circumstances where such Hedge Counterparty or Agent does not satisfy the applicable Rating Requirement and subject to such replacement counterparty or agent (as applicable) satisfying the applicable requirements in the Transaction Documents including, without limitation, the applicable Rating Requirement;

(xxiii) subject to Rating Agency Confirmation (other than to the extent otherwise permitted pursuant to Condition 14(c)(xxi) (*Modification and Waiver*) above), to amend, modify

or supplement any Hedge Agreement to the extent necessary to allow the Issuer or the relevant Hedge Counterparty to comply with any enactment, promulgation, execution or ratification of, or any change in or amendment to, any law or regulation (or in the application or official interpretation of any law or regulation) that occurs after the parties enter into the Hedge Agreement, provided that Rating Agency Confirmation shall not be required in the event that the relevant Hedge Agreement will be a Form Approved Hedge following such amendment, modification or supplement;

(xxiv) notwithstanding Condition 14(c)(xiii) (*Modification and Waiver*) above, to modify the terms of the Transaction Documents in order that they may be consistent with the requirements of the Rating Agencies, including to address any change in the rating methodology employed by either Rating Agency, subject to receipt by the Trustee of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes (upon which certification and confirmation the Trustee shall be entitled to rely absolutely and without enquiry or liability);

(xxv) to make any change necessary to prevent the Issuer from becoming an investment company or being required to register as an investment company under the Investment Company Act or to enable the Issuer to rely on the exception provided in Rule 3a-7 thereunder;

(xxvi) to make any modification or amendment determined by the Issuer, as advised by the Servicer, (in consultation with legal counsel experienced in such matters) as necessary or advisable for any Class of Rated Notes to not be considered an "ownership interest" as defined for purposes of Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder, *provided that* such modification or amendment would not, in the opinion of the Issuer, be materially prejudicial to the interests of the Noteholders of any Class;

(xxvii) to amend, modify or otherwise accommodate changes to any Transaction Document relating to the administrative procedures for reaffirmation of ratings on the Notes as required by the rating criteria of the Rating Agencies;

(xxviii) to change the date within the month on which Reports are required to be delivered;

(xxix) notwithstanding any other provision of this Condition 14(c) (*Modification and Waiver*), if S&P, Fitch or Moody's (as applicable) publicly announce a change in the S&P Recovery Rates, Fitch Recovery Rates or Moody's Recovery Rates (as applicable), to amend or modify such recovery rates or rating factors in the Transaction Documents (only to the extent necessary that they be consistent with the criteria of the applicable Rating Agency) at the discretion of the Servicer;

(xxx) to make any other modifications to the Transaction Documents to enable the Issuer to comply with any FTT or similar tax that it is or becomes subject to, provided that any such modification would not, in the opinion of the Issuer (acting reasonably), be materially prejudicial to the interests of the Noteholders of any Class; and

(xxxi) to enter into one or more supplemental trust deeds or make any other modification, authorisation or waiver of the provisions of the Transaction Documents upon terms satisfactory to the Servicer (save in respect of any such modification, authorisation or waiver to the provisions of a Hedge Agreement, which shall be made only in accordance with the terms as are set out therein) to:

(A) change the reference rate (including any modifier thereto) in respect of the Rated Notes from EURIBOR to an Alternative Base Rate or a base rate other than an Alternative Base Rate (together with a Reference Rate Modifier and any other changes required in connection with the selection of such base rate);

(B) to replace references to "EURIBOR" and "Euro Interbank Offered Rate" (or similar terms) to the Alternative Base Rate or a base rate other than an

Alternative Base Rate when used with respect to a Floating Rate Collateral Debt Obligation;

(C) amend provisions which reference an index that has an equivalent frequency and setting date to the index applicable to a Floating Rate Collateral Debt Obligation to the extent that no such equivalent is available;

(D) in the case of a Hedge Agreement, amend, in accordance with its terms the reference rate applicable to any Hedge Transaction thereunder and make any other consequential changes permitted by such agreement (including, without limitation, to allow for the operation of any fallbacks contained in such Hedge Agreement relating to the discontinuance, cessation, disruption or change in methodology of such rate and, accordingly, make any adjustment payment or spread adjustment); or

(E) to make such other amendments as are necessary or advisable in the reasonable judgment of the Servicer to facilitate the foregoing changes,

provided that:

(1) such amendments, modifications, waivers or authorisations are being undertaken due to the occurrence of one of the following, determined by the Servicer in its sole discretion (save in the case of any amendment, modification, waiver or authorisation made under (D) above which shall be determined in accordance with the terms of the relevant Hedge Agreement):

(aa) a material disruption to EURIBOR or another applicable or related index or benchmark;

(bb) a change in the methodology of calculating EURIBOR or another applicable or related index or benchmark;

(cc) EURIBOR or another applicable or related index or benchmark ceasing to exist;

(dd) an event occurring in respect of the relevant index or benchmark as a result of which the parties will no longer be permitted under any applicable law or regulation to use such index or benchmark to perform an obligation under the relevant Transaction Document (or the reasonable expectation of the Servicer (or any Hedge Counterparty for amendments in respect of sub-paragraph (D) above only) that any of the events specified in paragraphs (aa), (bb), (cc) above or this paragraph (dd) will occur);

(ee) at least 50.0 per cent. (by par amount) of (x) the quarterly pay Floating Rate Collateral Debt Obligations issued in the preceding one month relying on reference or base rates other than EURIBOR, (y) the quarterly paying Floating Rate Collateral Debt Obligations included in the Portfolio rely on reference or base rates other than EURIBOR, or (z) floating rate notes issued in the preceding three months in the Euro-denominated CLO transactions rely on a reference rate other than EURIBOR; or

(ff) the reasonable expectation of the Servicer that any of the events specified above will occur,

(each event in (aa) to (ff) (inclusive) above, a "**Base Rate Event**");

(2) any such amendment, modification, authorisation or waiver does not affect the applicability of any floor in respect of the relevant reference rate in respect of any Class of Notes (including, without limitation, the zero floor described in Condition 6(e)(i) (*Floating Rate of Interest*));

(3) the Noteholders are notified of any such amendment, modification, authorisation or waiver (other than in respect of any amendment, modification, waiver or authorisation made under (D) above to a Hedge Agreement) at least 30 days prior to a Payment Date, as determined by the Servicer, from which an Alternative Base Rate or a base rate other than an Alternative Base Rate shall apply;

(4) with respect to any amendment, modification, waiver or authorisation (other than in respect of any amendment, modification, waiver or authorisation made under (D) above in respect of any Hedge Agreement) made to effect a change to a base rate other than an **Alternative Base Rate**, the consent of the Controlling Class and the Subordinated Noteholders (in each case, acting by way of Ordinary Resolution) is obtained, *provided that* if the Issuer requests such consent from the Controlling Class and the Subordinated Noteholders, any Noteholder of each such Class who does not object to such request within 15 Business Days shall be deemed to have consented to the change to a base rate other than an Alternative Base Rate (together with a **Reference Rate Modifier** and any other changes required in connection with such selection of such base rate); and

(5) in making any determinations or proposal, or exercising discretion pursuant to this Condition 14(c)(xxxii) (*Modification and Waiver*), the Servicer's judgement shall not be called into question, including as a result of subsequent events, and no liability shall attach to the Servicer in connection therewith unless its actions constitute a Servicer Breach.

Any such modification, authorisation or waiver shall be binding upon the Noteholders and shall be notified by the Issuer as soon as reasonably practicable following the execution of any trust deed supplemental to the Trust Deed or any other modification, authorisation or waiver pursuant to this Condition 14(c) (*Modification and Waiver*) to:

(A) so long as any of the Notes rated by the Rating Agencies remains Outstanding, each Rating Agency; and

(B) the Noteholders in accordance with Condition 16 (*Notices*).

Notwithstanding anything to the contrary herein and in the Trust Deed, the Issuer shall not agree to amend, modify or supplement any provisions of the Transaction Documents without the prior written consent of each Hedge Counterparty if such change would have a material adverse effect on the rights or obligations of such Hedge Counterparty, provided that no Hedge Counterparty consent will be required for modifications or waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant to the terms of the relevant Hedge Agreement.

To the extent required pursuant to a Hedge Agreement, the Issuer (or an agent acting on behalf of the Issuer) shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and, with the exception of modifications and waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant to the terms of the relevant Hedge Agreement, seek the consent of such Hedge Counterparty in respect

thereof, in each case to the extent required in accordance with and subject to the terms of the relevant Hedge Agreement. For the avoidance of doubt, such notice shall only be given and such consent shall only be sought to the extent required above or in accordance with and subject to the terms of the relevant Hedge Agreement, provided that no Hedge Counterparty consent will be required for modifications and waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant to the terms of the relevant Hedge Agreement. If a Hedge Agreement allows a certain period for the relevant Hedge Counterparty to consider and respond to such a consent request, during such period and pending a response from the relevant Hedge Counterparty, the Issuer shall not make any such proposed amendment (provided that, if no Hedge Transaction is outstanding with the relevant Hedge Counterparty, without prejudice to the Issuer's obligations to notify the relevant Hedge Counterparty of any such proposed amendment, the Issuer may proceed to make any such proposed amendment regardless of any provisions requiring consent of the Hedge Counterparty to amendments under the relevant Hedge Agreement). For the avoidance of doubt, the Issuer may make such proposed amendment if any timeframe specified in the relevant Hedge Agreement for such Hedge Counterparty to provide their consent to the relevant proposed amendment has lapsed.

For the avoidance of doubt, the Trustee shall, without the consent or sanction of any of the Noteholders or any other Secured Party (unless otherwise specified above), concur with the Issuer, in making any modification, amendment, waiver or supplement pursuant to the paragraphs above (other than a modification, waiver or supplement pursuant to paragraphs (xi), (xii) and (xiv) above) to the Transaction Documents which the Issuer certifies to the Trustee as being made subject to and in accordance with such paragraphs (upon which certification the Trustee will be entitled to conclusively rely without enquiry or liability), provided that the Trustee shall not be obliged to agree to any modification, amendment, waiver or supplement which, in the opinion of the Trustee, would have the effect of: (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, powers, authorisations, indemnities or protections, of the Trustee in respect of the Transaction Documents.

In the case of a modification, amendment, waiver or supplement pursuant to paragraphs (xi), (xii) and (xiv) above, the Trustee shall be entitled to obtain, at the expense of the Issuer, and rely on such advice in connection with giving such consent as it sees fit.

(d) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require (without the consent of the Noteholders of any Class or any other Secured Party), to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes of each Class, if required for taxation purposes, provided that such substitution would not be materially prejudicial to the interests of the Noteholders of any Class. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, but subject to receipt of Rating Agency Confirmation (subject to receipt of such information and/or opinions as the Rating Agency may require), to a change of the law governing the Notes and/or the Trust Deed, provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders of any Class. Any substitution agreed by the Trustee pursuant to this Condition 14(d) (*Substitution*) shall be binding on the Noteholders, and shall be notified by the Issuer to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

The Trustee may, subject to the satisfaction of certain conditions specified in the Trust Deed, including receipt of Rating Agency Confirmation, agree to a change in the place of residence of the Issuer for taxation purposes without the consent of the Noteholders of any Class, provided the Issuer does all such things as the Trustee may reasonably require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements which are in the interests of the Noteholders as it may reasonably direct.

The Issuer shall procure that, so long as the Notes are listed on the Global Exchange Market any material amendments or modifications to the Conditions, the Trust Deed or such other conditions made pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) shall be notified to Euronext Dublin.

(e) Entitlement of the Trustee and Conflicts of Interest

In connection with the exercise of its trusts, powers, duties and discretions (including but not limited to those referred to in this Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*)), the Trustee shall have regard to the interests of each Class of Noteholders as a Class and shall not have regard to the consequences of such exercise for individual Noteholders of such Class and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 9 (*Taxation*).

In considering the interests of Noteholders while the Global Certificates are held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its account holders with entitlements to each Global Certificate and may consider such interests as if such account holders were the holders of any Global Certificate.

The Trust Deed provides that in the event of any conflict of interest between or among the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, the interests of the holders of the Controlling Class will prevail. If the holders of the Controlling Class do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of: (i) the Class A Noteholders over the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (ii) the Class B Noteholders over the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (iii) the Class C Noteholders over the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (iv) the Class D Noteholders over the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (v) the Class E Noteholders over the Class F Noteholders and the Subordinated Noteholders; and (vi) the Class F Noteholders over the Subordinated Noteholders. If the Trustee receives conflicting or inconsistent requests from two or more groups of holders of a Class, given priority as described in this paragraph, each representing less than the majority by Principal Amount Outstanding of such Class, the Trustee shall give priority to the group which holds the greater amount of Notes Outstanding of such Class. The Trust Deed provides further that, except as expressly provided otherwise in any applicable Transaction Document or these Conditions, the Trustee will act upon the directions of the holders of the Controlling Class (or other Class where the holders of the Class or Classes having priority over such other Class do not have an interest in the subject matter of such directions) (in each case acting by Extraordinary Resolution) subject to being indemnified and/or secured and/or prefunded to its satisfaction, and shall not be obliged to consider the interests of and is exempted from any liability to the holders of any other Class of Notes.

In addition, the Trust Deed provides that, so long as any Note is Outstanding, the Trustee shall have no regard to the interests of any Secured Party other than the Noteholders or, at any time, to the interests of any other person and no Secured Party shall have any claim against the Trustee for doing so.

15 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment or to enforce the security constituted by or pursuant to the Trust Deed, unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any other party to any Transaction Document and any entity related to the Issuer or any other party to any Transaction Document without accounting for any profit.

The Trustee is exempted from any liability in respect of any loss or theft of the Collateral from any obligation to insure, or to monitor the provisions of any insurance arrangements in respect of, the Collateral (for the avoidance of doubt, under the Trust Deed the Trustee is under no such obligation) and from any claim arising from the fact that the Collateral is held by the Custodian or is otherwise held in safe custody by a bank or other custodian. The Trustee shall not be responsible for the performance by the Custodian of any of its duties under the Agency Agreement or for the performance by the Servicer of any of its duties under the Servicing Agreement, for the performance by the Collateral Administrator of its duties under the Servicing Agreement or for the performance by any other person appointed by the Issuer in relation to the Notes or by any other party to any Transaction Document. The Trustee shall not have any responsibility for the administration, management or operation of the Collateral including the request by the Servicer to release any of the Collateral from time to time.

The Trust Deed contains provisions for the retirement of the Trustee and the removal of the Trustee by Extraordinary Resolution of the Controlling Class, but no such retirement or removal shall become effective until a successor trustee is appointed.

16 NOTICES

Notices to Noteholders will be valid if posted to the address of such Noteholder appearing in the Register at the time of publication of such notice by pre-paid, first class mail (or any other manner approved by the Trustee which may be by electronic transmission) and (for so long as the Notes are listed on the Global Exchange Market and the rules of Euronext Dublin so require) shall be sent to the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require. Any such notice shall be deemed to have been given to the Noteholders: (i) in the case of inland mail three calendar days after the date of dispatch thereof; (ii) in the case of overseas mail, seven calendar days after the dispatch thereof or; (iii) in the case of electronic transmission, on the date of dispatch.

Notices will be valid and will be deemed to have been given, for so long as the Notes are admitted to trading on Euronext Dublin, when such notice is filed in the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders (or a category of them) if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

Notwithstanding the above, so long as any Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to Noteholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for delivery thereof as specified above, provided that such notice is also made to the Company Announcements Office of Euronext Dublin for so long as such Notes are listed on the Global Exchange Market and the rules of Euronext Dublin so require. Such notice will be deemed to have been given to the Noteholders on the date of delivery of the relevant notice to the relevant clearing system.

17 ADDITIONAL ISSUANCES

(a) The Issuer may from time to time create and issue additional Subordinated Notes (without issuing Notes of any other Class) having the same terms and conditions as existing Subordinated Notes (subject as provided below) for the purposes of complying with the U.S. Risk Retention Rules, if compliance is or becomes required pursuant to applicable law, or subject to the approval of the Subordinated Noteholders acting by Ordinary Resolution and the prior written approval of the Retention Holder, which shall be consolidated and form a single series with the Outstanding Subordinated Notes, provided that:

(i) the subordination terms of such Subordinated Notes are identical to the terms of the previously issued Subordinated Notes;

(ii) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Subordinated Notes must be identical to the terms of the previously issued Subordinated Notes;

(iii) such additional Subordinated Notes are issued for a cash sales price;

(iv) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;

(v) the holders of the Subordinated Notes shall have been notified in writing 30 calendar days prior to such issuance and shall have been afforded the opportunity to purchase additional Subordinated Notes in an amount not to exceed the percentage of the Subordinated Notes each holder held immediately prior to the issuance of such additional Subordinated Notes and on the same terms offered to investors generally;

(vi) such additional issuance is in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;

(vii) (so long as the existing Subordinated Notes are listed on the Global Exchange Market) the additional Subordinated Notes to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market (for so long as the rules of Euronext Dublin so requires);

(viii) a good faith determination by the Retention Holder that such issuance of Additional Notes will not cause the Retention Holder to fail to be in compliance with the U.S. Risk Retention Rules (to the extent that compliance is required pursuant to applicable law) or the EU Retention Requirements; and

(ix) an opinion of counsel of nationally recognised experience in such matter has been delivered to the Issuer and the Trustee confirming that neither the Issuer nor the Portfolio will be required to register under the Investment Company Act as a result of such additional issuance.

(b) References in these Conditions to the "Notes" include (unless the context requires otherwise) any notes issued pursuant to this Condition 17 (*Additional Issuances*) and forming a single series with the Notes. Any further securities forming a single series with Notes constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

18 THIRD PARTY RIGHTS

No person shall have any right to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.

19 GOVERNING LAW

(a) Governing Law

The Trust Deed and each Class of Notes and any dispute, controversy, proceedings or claim of whatever nature (whether contractual or non-contractual) arising out of or in any way relating to the Trust Deed or any Class of Notes are governed by and shall be construed in accordance with English law. The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with the Corporate Services Agreement shall be governed by and construed in accordance with Irish law.

(b) Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with the Notes, and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and waives any objection to Proceedings in any such

courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Noteholders, the Trustee and the other Secured Parties and shall not limit the right of any of them to take Proceedings against the Issuer in any other court of competent jurisdiction nor shall the taking of Proceedings against the Issuer in one or more jurisdictions preclude the taking of Proceedings against the Issuer in any other jurisdiction (whether concurrently or not).

(c) Agent for Service of Process

The Issuer appoints Maples and Calder (having an office, at the date hereof, at 11th Floor, 200 Aldersgate Street, London EC1A 4HD, England) as its agent in England to receive service of process in any Proceedings in England based on any of the Notes. If for any reason the Issuer does not have such agent in England, it will promptly appoint a substitute process agent in England and notify the Trustee and the Noteholders of such appointment. Nothing herein shall affect the right to service of process in any other manner permitted by law.

The Servicer hereby appoints Maples and Calder (having an office, at the date hereof, at 11th Floor, 200 Aldersgate Street, London EC1A 4HD, England) to receive service of process on its behalf as its authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Servicer shall forthwith appoint a new agent for service of process in England and deliver to the Agents and the Trustee a copy of the new agent's acceptance of appointment within 15 days, failing which the Agents and the Trustee shall be entitled to appoint such a new agent for service of process by written notice to the Servicer. Nothing herein shall affect the right to serve process in any other manner permitted by law.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes after payment of fees, expenses and other amounts payable on or about the Issue Date (including, without duplication, amounts deposited into the Expense Reserve Account) are expected to be approximately €196,470,000.00. Such proceeds will be used by the Issuer in payment of all net amounts due and payable in connection with the acquisition of Collateral Debt Obligations on or prior to the Issue Date (as further described in "*The Portfolio – Acquisition of Collateral Debt Obligations*") and to fund the First Period Reserve Account on the Issue Date. The remaining proceeds shall be retained in the Unused Proceeds Account and used towards the payment of the acquisition costs of Collateral Debt Obligations that have traded but not yet settled as of the Issue Date.

FORM OF THE NOTES

The following is a description of the Global Certificates and the Definitive Certificates which does not purport to be complete and is qualified by reference to the detailed provisions of such Global Certificates and the Definitive Certificates.

References below to Notes and to the Global Certificates and the Definitive Certificates representing such Notes are to each respective Class of Notes, except as otherwise indicated.

Initial Issue of Notes

The Regulation S Notes of each Class (other than in certain circumstances described below, the Class E Notes, the Class F Notes and the Subordinated Notes) will be represented on issue by a Regulation S Global Certificate deposited with, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Regulation S Global Certificate may be held at any time only through Euroclear or Clearstream, Luxembourg. See "*Book Entry Clearance Procedures*". Beneficial interests in a Regulation S Global Certificate may not be held by a U.S. Person or U.S. Resident at any time. By acquisition of a beneficial interest in a Regulation S Global Certificate, the purchaser thereof will be deemed to represent, among other things, that it is not a U.S. Person, and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest only to a person whom the seller reasonably believes: (a) to be a non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S; or (b) to be a person who takes delivery in the form of an interest in a Rule 144A Global Certificate. See "*Transfer Restrictions*".

The Rule 144A Notes of each Class (other than in certain circumstances described below, the Class E Notes, the Class F Notes and the Subordinated Notes) will be represented on issue by a Rule 144A Global Certificate deposited with, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may only be held at any time only through Euroclear or Clearstream, Luxembourg. See "*Book Entry Clearance Procedures*". By acquisition of a beneficial interest in a Rule 144A Global Certificate, the purchaser thereof will be deemed to represent, amongst other things, that it is a QIB/QP (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI and a QP) and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Trust Deed. See "*Transfer Restrictions*".

Beneficial interests in Global Certificates will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and as set forth in Rule 144A, and the Notes will bear the applicable legends regarding the restrictions set forth under "*Transfer Restrictions"*. In the case of each Class of Notes, a beneficial interest in a Regulation S Global Certificate may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in denominations greater than or equal to the Minimum Denominations and Authorised Integral Amounts in excess thereof applicable to interests in such Rule 144A Global Certificate only upon receipt by the Transfer Agent of a written certification (in the form provided in the Trust Deed) from the transferee to the effect that, among other things, the transferee is a QIB/QP and that such transaction is in accordance with any applicable securities laws of any state of the U.S. or any other jurisdiction. Beneficial interests in the Rule 144A Global Certificates may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate only upon receipt by the Transfer Agent of a written certification (in the form provided in the Trust Deed) from the transferee to the effect that, among other things, the transfer is being made to a non-U.S. Person in an "offshore transaction" and in accordance with Regulation S.

Any beneficial interest in a Regulation S Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate will, upon transfer, cease to be an interest in such Regulation S Global Certificate and become an interest in the Rule 144A Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Certificate for as long as it remains such an interest. Any beneficial interest in a Rule 144A Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate will, upon transfer, cease to be an interest in a Rule 144A Global Certificate and become an interest in the Regulation S Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Regulation S Global Certificate for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Notes, but the Transfer Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Any Notes sold to U.S. purchasers who are Institutional Accredited Investors (and not Qualified Institutional Buyers) (other than certain Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date) will be issued in the form of Definitive Certificates.

Servicer Removal and Replacement Voting and Non-Voting Notes

A beneficial interest in a Rule 144A Global Certificate in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of Servicer Removal and Replacement Non-Voting Notes or an entity that is not an Affiliate of the transferor who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of Servicer Removal and Replacement Voting Notes, in each case in denominations greater than or equal to the Minimum Denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Rule 144A Global Certificate in the form of Servicer Removal and Replacement Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes in denominations greater than or equal to the Minimum Denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Regulation S Global Certificate in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of Servicer Removal and Replacement Non-Voting Notes or an entity that is not an Affiliate of the transferor who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of Servicer Removal and Replacement Voting Notes in denominations greater than or equal to the Minimum Denominations applicable to interests in such Regulation S Global Certificate, in each case only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Regulation S Global Certificate in the form of Servicer Removal and Replacement Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes in denominations greater than or equal to the Minimum Denominations applicable to interests in such Regulation S Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A Noteholder holding a beneficial interest in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to a Transfer Agent of a written request that such beneficial interest be exchanged for a beneficial interest in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of such Noteholder, as provided above.

Beneficial interests in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Exchangeable Non-Voting Notes shall not be exchanged for a beneficial interest in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Voting Notes in any other circumstances.

Beneficial interests in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Non-Voting Notes shall not be exchangeable at any time for a beneficial interest in a Global Certificate representing Notes in the form of Servicer Removal and Replacement Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes.

Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of certificated Notes.

An initial purchaser of a Class E Note, Class F Note or Subordinated Note purchasing such Notes from the Issuer or Placement Agent on the Issue Date in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate will be required to represent in writing (among other things) whether or not, so long as it purchases or holds any interest in any such Note it is or will become a Benefit Plan Investor or a Controlling Person. Each

purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate other than from the Issuer or Placement Agent on the Issue Date will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person. Each purchaser or transferee of Class E Notes, Class F Notes or Subordinated Notes in the form of a Definitive Certificate will be required to, among other things, (i) represent and warrant in writing to the Issuer whether or not, for so long as it holds such Notes or interests therein, it is, or is acting on behalf of, a Benefit Plan Investor or a Controlling Person; (ii) obtain the written consent of the Issuer; (iii) provide an ERISA certificate in or substantially in the form set out in the Trust Deed to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person; and (iv) provide the Issuer and a Transfer Agent with a duly completed declaration in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular. Any Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate shall be registered in the name of the holder thereof.

The Notes are not issuable in bearer form.

Exchange for Definitive Certificates

Exchange

Each Global Certificate will be exchangeable, free of charge to the holder, on or after its Definitive Exchange Date (as defined below), in whole but not in part, for Definitive Certificates if a Global Certificate is held (directly or indirectly) on behalf of Euroclear, Clearstream, Luxembourg or an alternative clearing system and any such clearing system is closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or announces its intention to permanently cease business or does in fact do so.

In addition, interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in a Definitive Certificate representing the Class E Notes, Class F Notes or Subordinated Notes if a transferee is acting on behalf of a Benefit Plan Investor or is a Controlling Person provided: (i) such transferee has obtained the written consent of the Issuer in respect of such transfer; (ii) the transferee has provided the Issuer and a Transfer Agent with an ERISA certificate (in or substantially in the form set out in the Trust Deed); and (iii) such transferee has provided the Issuer and a Transfer Agent with a duly completed declaration (in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular) so that an exemption from withholding tax may apply (as described in the "*Tax Considerations – Irish Taxation*" section of this Offering Circular).

No proposed transfer of Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will be permitted or recognised if such transfer will cause 25.0 per cent. or more of the total value of any of the Class E Notes, Class F Notes or Subordinated Notes (determined separately by Class) to be held by Benefit Plan Investors, disregarding Class E Notes, Class F Notes or Subordinated Notes (or interests therein) held by Controlling Persons.

Interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in Definitive Certificates representing Class E Notes, Class F Notes or Subordinated Notes in accordance with the Conditions as provided above.

The Registrar or the Principal Paying Agent (as applicable) will not register the transfer of, or exchange of interests in, a Global Certificate for Definitive Certificates during the period from (but excluding) the Record Date to (and including) the date for any payment of principal or interest in respect of the Notes.

If only one of the Global Certificates (the "**Exchanged Global Certificate**") becomes exchangeable for Definitive Certificates in accordance with the above paragraphs, transfers of Notes may not take place between, on the one hand, persons holding Definitive Certificates issued in exchange for beneficial interests in the Exchanged Global Certificate and, on the other hand, persons wishing to purchase beneficial interests in the other Global Certificate.

"**Definitive Exchange Date**" means a day falling not less than 30 calendar days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Registrar, the Principal Paying Agent and any Transfer Agent is located.

Delivery

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar, the Principal Paying Agent or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar or the Principal Paying Agent (as applicable) for completion, authentication and dispatch to the relevant Noteholders. A person having an interest in a Global Certificate must provide the Registrar or the Principal Paying Agent (as applicable) with: (a) a written order containing instructions and such other information as the Issuer and the Registrar or the Principal Paying Agent (as applicable) may require to complete, execute and deliver such Definitive Certificates; and (b) a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A or Regulation S, as applicable, a certification that the transfer is being made in compliance with the provisions of Rule 144A or Regulation S, as applicable. Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificate or Regulation S Global Certificate, as applicable, shall bear the legends applicable to transfers, as set out under "*Transfer Restrictions*" below.

Legends

The holder of a Definitive Certificate in registered definitive form, as applicable, may transfer the Notes represented thereby in whole or in part in the applicable Minimum Denomination or Authorised Integral Amounts thereof by surrendering it at the specified office of the Registrar, the Principal Paying Agent or any Transfer Agent, together with the completed form of transfer and to the extent applicable, written consent of the Issuer and a duly completed ERISA certificate (in or substantially in the form set out in the Trust Deed). Upon the transfer, exchange or replacement of a Definitive Certificate in registered definitive form, as applicable, bearing the legend referred to under "*Transfer Restrictions*" below, or upon specific request for removal of the legend on a Definitive Certificate in registered definitive form, as applicable, the Issuer will deliver only Definitive Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar or the Principal Paying Agent (as applicable) such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act.

Exchanging Definitive Certificates for interests in Global Certificates

Subject to the Trust Deed and the procedures set out therein, a holder of a Definitive Certificate may by notice to the Issuer and the Registrar request to exchange any Definitive Certificates they hold for interests in Global Certificates.

BOOK ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the "**Clearing Systems**") currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee, the Servicer, the Retention Holder, the Placement Agent, or any Agent party to the Agency Agreement (or any Affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream, Luxembourg

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Notes and cross-market transfers of the Notes associated with secondary market trading (see "*Settlement and Transfer of Notes*" below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Certificates directly through Euroclear or Clearstream, Luxembourg if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**"), together with Direct Participants, ("**Participants**") through organisations which are accountholders therein.

Book Entry Ownership

Euroclear and Clearstream, Luxembourg

Each Regulation S Global Certificate and each Rule 144A Global Certificate will have an ISIN and a Common Code and will be deposited with, and registered in the name of a nominee of, the common depositary on behalf of Euroclear and Clearstream, Luxembourg.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note represented by a Global Certificate must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Certificate, the common depositary by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants' or accountholders' accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Certificate as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Certificate held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Certificate and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Global Certificate in respect of each amount so paid. None of the

Issuer, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Certificate held within a Clearing System are exchanged for Definitive Certificates.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market sales of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

RATINGS OF THE NOTES

General

It is a condition of the issue and sale of the Notes that the Notes (except for the Subordinated Notes) be issued with at least the ratings set out in the table under the heading "**Notes**" in the Term Sheet from the Rating Agencies. The Subordinated Notes will not be rated. The Subordinated Notes being offered hereby will not be rated.

The ratings assigned by S&P and Fitch to the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by S&P and Fitch to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. The ratings assigned by Moody's to the Rated Notes address the expected loss posed to investors by the legal final maturity on the Maturity Date.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the applicable rating agency.

As of the date of this Offering Circular, each of the Rating Agencies is established in the European Union ("**EU**") and is registered under the CRA Regulation. As such each Rating Agency is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation.

S&P Ratings

S&P will rate the Class A Notes in a manner similar to the manner in which it rates other structured issues. This requires an analysis of the following:

(a) the credit quality of the portfolio of Collateral Debt Obligations securing the Notes;

(b) the cash flow used to pay liabilities and the priorities of these payments; and

(c) legal considerations.

Based on these analyses, S&P determines the necessary level of credit enhancement needed to achieve a desired rating.

None of S&P, the Issuer, the Servicer, the Collateral Administrator, the Trustee, or the Retention Holder, makes any representation as to the expected rate of defaults on the Portfolio or as to the expected timing of any defaults that may occur.

S&P's Ratings of the Rated Notes will be established under various assumptions and scenario analyses. There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by S&P in its analysis, or that recovery rates with respect thereto (and, consequently, loss rates) will not differ from those assumed by S&P.

Fitch Ratings

The ratings assigned to the Rated Notes by Fitch are based upon Fitch's statistical analysis of historical default rates on debt obligations with similar characteristics to the Collateral Debt Obligations and the various eligibility requirements that the Collateral Debt Obligations are required to satisfy.

Fitch analyses the likelihood that each Collateral Debt Obligation will default, based on historical default rates for similar debt obligations, the historical volatility of such default rates (which increases as securities with lower ratings are added to the portfolio) and an additional default assumption to account for future fluctuations in defaults. Fitch then determines the level of credit protection necessary based on a specific percentile of the portfolio default distribution determined by the Fitch "Portfolio Credit Model" which takes into account the correlation between assets in the portfolio based on the level of diversification by region, issuer and industry.

The results of a statistical analysis are incorporated into a cash flow model built to mimic the structure of the transaction. In this regard, the results of several default scenarios, in conjunction with various qualitative tests

(e.g., analysis of the strength of the Servicer), are used to determine the credit enhancement required to support a particular rating.

Fitch's ratings of the Rated Notes were established under various assumptions and scenarios.

There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by Fitch in its analysis, or that recovery rates with respect thereto (and consequently loss rates) will not differ from those assumed by Fitch.

In addition to those quantitative tests, Fitch Ratings take into account qualitative features of a transaction including the experience of the Servicer, the legal structure and the risks associated with such structure and other factors that Fitch deems relevant.

Moody's Ratings

Moody's Ratings address the expected loss posed to investors by the legal final maturity on the Maturity Date.

Moody's analysis of the likelihood that each Collateral Debt Obligation will default is based on historical default rates for similar debt obligations, the historical volatility of such default rates (which increases as securities with lower ratings are added to the portfolio) and an additional default assumption to account for future fluctuations in defaults. Moody's then determines the level of credit protection necessary to achieve the expected loss associated with the rating of the structured securities, taking into account the expected volatility of the default rate of the portfolio based on the level of diversification by region, issuer and industry. There can be no assurance that the actual default rates on the Collateral Debt Obligations held by the Issuer will not exceed the rates assumed by Moody's in its analysis.

In addition to these quantitative tests, Moody's Ratings take into account qualitative features of a transaction, including the experience of the Servicer, the legal structure and the risks associated with such structure and other factors that Moody's deem relevant.

THE ISSUER

General

The Issuer was incorporated in Ireland as a designated activity company on 28 July 2020 under the name Palmer Square European Loan Funding 2020-1 Designated Activity Company pursuant to the Companies Act.

The authorised share capital of the Issuer is €100,000 divided into 100,000 ordinary shares of €1.00 each (the "**Shares**"). The Issuer has issued one Share, which is fully paid up and is held directly by MaplesFS Trustees Ireland Limited (the "**Share Trustee**") under the terms of a declaration of trust (the "**Declaration of Trust**") dated 4 August 2020 whereby the Share Trustee holds the shares on trust for charitable purposes. The Share Trustee will have no beneficial interest in and will derive no benefit (other than any fees for acting as Share Trustee) from its holding of the Share of the Issuer.

The Issuer has been established as a special purpose vehicle for the purposes of acquiring financial assets, issuing financial instruments and the entering into of other legally binding arrangements.

Directors and Company Secretary

The directors of the Issuer and their respective business addresses and principal activities outside the Issuer are:

Name	Address	Principal Activities
Jonathan Reynolds	32 Molesworth Street, Dublin 2, Ireland	Company Director
Grainne Kirwan	32 Molesworth Street, Dublin 2, Ireland	Company Director

The company secretary of the Issuer is Maples Fiduciary Services (Ireland) Limited.

The registered office of the Company Secretary of the Issuer is at 32 Molesworth Street, Dublin 2, Ireland. The telephone number of the registered office of the Issuer is +353 1697 3200 and the facsimile number is +353 1697 3300.

In accordance with the terms of the Corporate Services Agreement, the Issuer has appointed Maples Fiduciary Services (Ireland) Limited as corporate services provider to provide certain administrative, accounting and related services to the Issuer in consideration for the Issuer paying it the remuneration and expenses set out in the Corporate Services Agreement. The appointment of the Corporate Services Provider may be terminated forthwith if, *inter alia*, the Corporate Services Provider commits any breach of the Corporate Service Agreement (subject to remedy provisions), is unable to pay its debts as they fall due or otherwise becomes insolvent or commits an act of bankruptcy under applicable law. The registered office of the Corporate Services Provider is at 32 Molesworth Street, Dublin 2, Ireland.

Jonathan Reynolds and Grainne Kirwan are employees of Maples Fiduciary Services (Ireland) Limited.

Activities of the Issuer to date

The principal activities of the Issuer are set out in clause 3 of its constitution and include, *inter alia*, carrying on the business of entering into financial transactions.

Prior to the Issue Date, the Issuer was a party to the Warehouse Arrangements in order to enable the Issuer to acquire certain Collateral Debt Obligations on or before the Issue Date. Amounts owing under the Warehouse Arrangements shall be paid in full on the Issue Date using (in part) the proceeds from the issuance of the Notes.

The Issuer has not previously carried on any business or activities other than those incidental to its incorporation, the authorisation and entry into of the Warehouse Arrangements and the acquisition of certain Collateral Debt Obligations, the authorisation and issue of the Notes, and all other activities incidental thereto.

Indebtedness

Other than that which the Issuer has incurred or shall incur in relation to the Warehouse Arrangements (which shall be repaid in full on the Issue Date) and the transactions contemplated in this Offering Circular, the Issuer has no indebtedness as at the date of this Offering Circular.

Financial Statements

The Issuer has not prepared financial statements as of the date of this Offering Circular. The Issuer intends to publish its first financial statements in respect of the period ending on 31 December 2021. The Issuer will not prepare interim financial statements. The financial year of the Issuer ends on 31 December in each year.

The independent auditors of the Issuer are PwC of North Wall Quay, North Dock, Dublin 1, who are chartered accounts and are members of the Institute of Chartered Accountants of Ireland and registered auditors qualified to practice in Ireland.

THE SERVICER

The information appearing in this section has been prepared by the Servicer and has not been independently verified by the Issuer, the Placement Agent or any other party. Accordingly, notwithstanding anything to the contrary herein, the Issuer and the Placement Agent does not assume any responsibility for the accuracy, completeness or applicability of such information.

General

The Servicer for Palmer Square European Loan Funding 2020-1 Designated Activity Company is Palmer Square Europe Capital Management LLC ("**PSECM**"). Certain investment management, advisory and administrative functions with respect to the Assets will be performed by PSECM as the Servicer under the Servicing Agreement to be entered into on the Issue Date between the Issuer and the Servicer. Palmer Square Capital Management LLC ("**PSCM**") will act as Shared Service Provider for the Servicer. Certain back-office, credit analysis and reporting functions among other functions will be performed by PSCM as the Shared Service Provider under the Shared Services Agreement. Although PSCM as the Shared Service Provider may provide advice and recommendations with respect to the Collateral Debt Obligations, the Servicer shall ultimately bear responsibility for investment decisions with respect to the Issuer's purchase and sale of Collateral Debt Obligations, and the timing thereof, as well as decisions regarding amendments and modification thereto.

Palmer Square Europe Capital Management LLC

PSECM is a Delaware series limited liability company formed on 13 July 2020. The Servicer was established to act as the servicer for PSECM CLOs and to hold an investment portfolio and engage in other related business activities, which include the purchase and sale of CLO investments.

The sole members of PSECM are PSCM, Guilford Capital Credit L.P. and Palmer Square Opportunistic Credit Fund GP LLC. PSCM acts as the managing member of the Servicer and pursuant to the terms of the limited liability company agreement of PSECM (the "**PSECM LLCA**"), has the full and exclusive management of PSECM. Under the terms of the PSECM LLCA, the members of PSECM are required to make capital contributions to PSECM on the terms set out in the PSECM LLCA.

Pursuant to the terms of the Shared Services Agreement described herein, PSECM has engaged PSCM to provide (or cause one or more of its Affiliates to provide) the Servicer with certain personnel, facilities, systems and services in conducting servicing activities.

The Servicer intends to register with the Securities Exchange Commission as an investment adviser under the Investment Advisers Act. The Servicer will, from time to time, and upon the request of any holder of Notes, provide a copy of the Servicer's Form ADV Part 2A to such holder. The principal office of PSCM is located at 65 East 55th Street, New York, New York, 10022.

The Servicer has limited operating history and may be subject to financial, funding, managerial and other types of risks associated with entities that have limited operating history. Even though the Servicer is an Affiliate of PSCM, and PSCM and the Servicer have agreed in the Shared Services Agreement to make available (or cause one or more affiliates to make available) to the Servicer certain personnel, facilities and systems that may assist the Servicer in conducting its business as Servicer on behalf of the Issuer, this is the first collateralised loan obligation transaction for which the Servicer will act as servicer.

Palmer Square Capital Management LLC

PSCM serves as the Shared Service Provider to the Servicer pursuant to the Shared Services Agreement. In this capacity, PSCM assists the Servicer by, among other things, sourcing assets and making recommendations regarding assets to be acquired and sold by the Servicer on behalf of the Issuer, providing certain back and middle-office services, as well as other administrative services, infrastructure and shared office space, and providing Shared Personnel to the Servicer. PSCM may delegate to affiliates and third parties certain back and middle-office functions and other services, and any of the various services provided to the Servicer by PSCM and/or any Shared Personnel may be terminated. Notwithstanding the foregoing, Shared Personnel acting in their capacities as employees of the Servicer do so under the authority of PSCM as the managing member of the Servicer.

Founded in 2009, PSCM is based outside Kansas City, MO and is 100% management owned. PSCM currently manages approximately $12.375 billion of assets under management and has 31 employees. Focused on corporate

credit and structured credit, PSCM has a track record of solid investment results and a research team of 18 investment professionals with an average of 18 years of credit investing experience.

Biographical information regarding certain personal of PSCM that may be made available to the Servicer to assist in conducting its business or may assist in sub-advising with respect to the Issuer is set forth below under "**Key Personnel**"

Key Personnel of the Servicer and PSCM

There is no assurance that any particular individual will be involved in the Issuer, the Collateral Debt Obligations or in carrying out any of the other obligations of the Servicer under the Servicing Agreement or the Shared Services Agreement during the term thereof for any given period of time, if at all.

Christopher D. Long, Chairman and CEO

Chris founded PSCM and is responsible for co-managing PSCM's credit and alternative investment efforts. Chris sits on all of the firm's Investment Committees including the Investment Committee of the firm's CLO Management platform. Chris's previous work experience includes serving as Managing Director and Investment Committee Member at Prairie Capital where he was one of the team members responsible for the firm's proprietary alternative investment products. In addition, prior to relocating to Kansas City, Chris spent a considerable portion of his career at various New York City-based firms including Sandell Asset Management, a multi-billion dollar hedge fund, where he invested in both equity and debt securities. Prior to Sandell, he worked at Morgan Stanley in the Credit Derivatives and Distressed Securities Group focused on the firm's proprietary investments. Before Morgan Stanley, he worked at TH Lee Putnam Ventures, a $1.1 billion private equity fund sponsored by Thomas H Lee Partners and Putnam Investments. In that role, he was instrumental in investing over $200 million of capital and served on the Board of Directors of Avero, Inc. and was a Board Observer for Parago, Inc. He started his career at JPMorgan & Co. in Leveraged Finance and Mergers & Acquisitions (FIG Group) advising corporations and private equity firms on investment banking and capital markets. He received an MBA degree from the Harvard Business School and an AB degree in Economics cum laude from Princeton University.

Angie K. Long, CFA, Chief Investment Officer

Angie is the Chief Investment Officer and a member of the Investment Committee for the CLO Management platform. She has key responsibilities for all investment related activities with a particular focus on portfolio construction and risk management. Prior to joining PSCM, Angie worked for JPMorgan Chase & Co. in New York for 13 years. Angie held many senior roles including Deputy Head of North American Credit Trading, Head of High Yield Trading, and Head of Credit Derivatives Trading. Angie has been a trader of many products including high yield bonds, high yield credit derivatives, distressed debt, capital structure arbitrage, and structured credit. In addition, she worked with the Global Head of Credit Trading to help oversee risk management for the High Yield and High Grade credit trading books. Named a Managing Director at age 29, Angie is considered a pioneer in the Credit Derivatives industry and is credited with creating the HYDI (High Yield Debt Index), the first liquid credit trading index and predecessor to all of today's indices (the Dow Jones CDX). She received an AB degree in Economics from Princeton University and is a Chartered Financial Analyst.

Jeffrey D. Fox, President

Jeff has key responsibilities for the firm's structured credit and CLO platform. Prior to joining PSCM, Jeff worked for Sandler O'Neill and Partners where he was a Managing Director within Fixed Income involved in the structuring and sales of many products including collateralised loan obligations. Before Sandler O'Neill, Jeff worked for Societe Generale as a Director within Global Markets Advisory where he was instrumental in the US CDO/CLO and RMBS Credit Advisory effort. His work included the restructuring of various structured credit legacy positions for European institutions as well as the modeling behind the corporate rating and pricing for various structured products. Prior to Societe Generale, Jeff was employed by JPMorgan Chase & Co/Bear Stearns, where he was an Associate Director in the FAST organisation focusing on the structuring of Trust Preferred CDOs and CLOs. Also while at Bear Stearns, Jeff also managed the global CDO analytics desk which included intensive credit modeling of various asset classes. Jeff received a Master of Science in Computer Information Systems from Arizona State University and a BS in Mathematics and Geology from Northern Arizona University. Jeff holds the Series 7 and 63.

Matthew L. Bloomfield, Portfolio Manager

Matt is the Loan Portfolio Manager and is responsible for coverage of the Consumer sector. Prior to relocating to Kansas City, Matt worked for over seven years at Golub Capital in Chicago, most recently as an Associate Portfolio Manager within the Broadly Syndicated Loan Group where he focused on investing in leveraged loans via collateralised loan obligation vehicles and separate accounts. Prior to joining Golub Capital, Matt worked for three years for Giuliani Capital Advisors in Chicago as an Analyst and subsequently Associate in the Investment Banking Group where he focused on special situations and restructuring advisory mandates. Matt earned an MBA in Finance from Northwestern University's Kellogg School of Management, as well as a BS and BGS in Business Administration and Economics, respectively, from the University of Kansas.

Jon R. Brager, CFA, Executive Director/Portfolio Manager

Jon is a Senior Analyst and Portfolio Manager with key responsibilities for the firm's long/short and corporate credit strategies. In his role, Jon conducts fundamental credit research, generates investment ideas and assists in the portfolio management of opportunistic credit products. Jon has 16 years of professional experience, including 11 years in the global credit markets spanning analyst, trading and portfolio management roles. Prior to joining PSCM, Jon was a Senior Analyst at Hermes Investment Management, a London-based asset manager. At Hermes, Jon's focus was credit research coverage of the auto, basic material, and industrial sectors. Before that, Jon was a portfolio manager for a multi-strategy credit fund at BCM & Partners, LLP, having spent several years before that as a credit analyst at BCM and LNG Capital, LLP. Jon started his career as a systems engineer at Lockheed Martin Missiles & Fire Control in Dallas. Jon earned an MBA from London Business School, a Master’s degree in Economics from Southern Methodist University as well as Bachelor's degrees in Mathematics and Management Science. He is also a CFA® charterholder.

THE RETENTION HOLDER AND EU RETENTION REQUIREMENTS

The information appearing in the section entitled "The Retention" below consists of a summary of certain provisions of the Risk Retention Letter and does not purport to be complete and is qualified by reference to the detailed provisions of such letter.

Description of the Retention Holder

On the Issue Date, the Servicer, in its separate capacity as Retention Holder, acting for its own account, will sign the Risk Retention Letter addressed to the Issuer, the Trustee (for the benefit of the Secured Parties including the Noteholders), the Collateral Administrator and the Placement Agent. On the basis of the paragraphs below, and the undertakings, representations, warranties and acknowledgements to be given by the Servicer set out below, the Servicer reasonably believes that it is an "originator" for the purposes of the EU Retention Requirements.

"**Originator Requirement**" means the requirement which will be satisfied if, on the Issue Date:

(a) the sum of the Aggregate Principal Balance of all Collateral Debt Obligations that are or have been subject to the Conditional Sale Agreement (as defined below); divided by

(b) the Target Par Amount,

is greater than or equal to five per cent.

Prospective investors should consider the discussion in "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements*" above.

The Retention

Under the Risk Retention Letter, the Retention Holder will, for so long as any Class of Notes remains Outstanding, for the benefit of the Trustee (for the benefit of the Secured Parties including the Noteholders), the Issuer, the Collateral Administrator and the Placement Agent:

(a) undertake, as an originator (for the purpose of the EU Retention Requirements), to subscribe for and retain on the Issue Date (and each subsequent date of additional issuance of Notes) and hold on an ongoing basis and for its own account, a material net economic interest in the first loss tranche of not less than five per cent. of the nominal value of the securitised exposures through the purchase and retention of Subordinated Notes with an original Principal Amount Outstanding (such original Principal Amount Outstanding calculated as of the date of issuance of such Subordinated Notes) such that the aggregate purchase price thereof equals or exceeds five per cent. of the Aggregate Collateral Balance (the "**Retention Notes**");

(b) agree not to sell, hedge or otherwise mitigate its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements;

(c) agree, subject to a duty of confidentiality, to take such further reasonable action, provide such information and enter into such other agreements as may reasonably be required to satisfy the EU Retention Requirements as of: (i) the Issue Date; and (ii) solely as regards the provision of information in the possession of the Retention Holder at any time prior to maturity of the Notes;

(d) agree to confirm in writing (which may be by way of email) its continued compliance with the covenants set out at paragraphs (a) and (b) above: (i) on a monthly basis to the Issuer, the Trustee, the Collateral Administrator and the Placement Agent for the purposes of inclusion of such confirmation in each Monthly Report and Payment Date Report; and (ii) upon reasonable request in writing by the Issuer, the Trustee, the Collateral Administrator or the Placement Agent;

(e) acknowledge and confirm that it established and is managing the transaction contemplated by the Transaction Documents;

(f) represent, undertake and agree that:

(i) in relation to every Originated Asset which it arranges the commitment of the Issuer in respect of, it committed pursuant to the terms of the Conditional Sale Agreement to purchase such Originated Asset from the Issuer on its own account if such Originated Asset at any time during the relevant Seasoning Period, failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements);

(ii) the Originator Requirement is satisfied on the Issue Date;

(iii) it is not an entity that has been established or that operates for the sole purpose of securitising exposures;

(iv) it has a business strategy and the capacity to meet payment obligations consistent with a broader business enterprise and involving material support from capital assets, fees or other income available to it, relying neither on the exposures it securitises, nor on any interests retained in accordance with the Securitisation Regulation, as well as any corresponding income from such exposures and interests;

(v) in relation to every Originated Asset, it reasonably believes, in light of the information available to it, that the original lender(s) to the Originated Assets granted such credits on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing such credits, and that such original lender(s) had effective systems in place to apply those criteria and processes to ensure that credit was granted based on a thorough assessment of the obligor's creditworthiness; and

(vi) its responsible decision makers have the required experience to enable it to pursue its established business strategy, as well as an adequate corporate governance arrangement;

(g) agree to promptly notify the Issuer, the Trustee, the Collateral Administrator and the Placement Agent if for any reason it: (i) ceases to hold the Retention Notes in accordance with paragraph (a) above; (ii) fails to comply with the covenants set out in paragraph (b) above in any material way; or (iii) any of the representations contained in the Risk Retention Letter fail to be true on any date; and

(h) agree to assist the Issuer in fulfilling any Irish STS Obligations and its obligations as the designated reporting party under the EU Transparency Requirements.

The Retention Holder has agreed not to sell the Retention Notes except to the extent permitted in accordance with the EU Retention Requirements as described in paragraph (b) above, *provided, however, that*: (i) the Retention Holder shall be permitted to transfer the Retention Notes to the extent such transfer would not in and of itself cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements; and (ii) the Retention Holder's undertakings in respect of the Retention Notes are, unless otherwise specified, made as of the Issue Date, with such undertakings being binding for so long as any of the Notes remain Outstanding, and the Retention Holder does not have any obligation to change the quantum, method or nature of its holding of the Retention Notes as a result of any changes to the EU Retention Requirements following the Issue Date.

Origination of Collateral Debt Obligations

General

By way of background, the Securitisation Regulation definition of an "originator" refers to an entity which:

(a) itself or through related entities, directly or indirectly, was involved in the original agreement which created the obligations or potential obligations of the debtor or potential debtor giving rise to the exposures being securitised; or

(b) purchases a third party's exposures on its own account and then and then securitises them.

Articles 3(1) and 3(4)(a) of the regulatory technical standards adopted by the EU Commission on 12 March 2014 provide that, where the securitised exposures are created by multiple originators (as is the case in a managed CLO, where assets are acquired from numerous sellers in the market), the EU Retention Requirements may be fulfilled in full by a single originator in circumstances where the relevant originator has established and is managing the scheme. Article 43(7) of the Securitisation Regulation confirms that the CRR RTS shall apply to securitisations until the regulatory technical standards are adopted by the European Commission pursuant to Article 6(7) of the Securitisation Regulation.

Origination

The Issuer has accurately reproduced the information contained in this section entitled "Origination" from information provided to it by the Retention Holder but it has not independently verified such information. So far as the Issuer is aware and is able to ascertain from information published by the Retention Holder, no facts have been omitted which would render the reproduced information inaccurate or misleading. The information appearing in this section has been prepared by the Retention Holder and has not been independently verified by the Issuer, the Placement Agent or any other party and none of such persons assumes any responsibility for the accuracy, completeness or applicability of such information. The delivery of this Offering Circular shall not create any implication that there has been no change in the affairs of the Retention Holder or of its Affiliates since the date of this Offering Circular, or that the information contained or referred to herein is correct as of any time subsequent to the date of this Offering Circular.

The Retention Holder may acquire assets for the purposes of paragraph (b) of the definition of "originator" under the Securitisation Regulation which are intended to form part of the Collateral Debt Obligations ("**Originator Assets**"), pursuant to a conditional sale agreement ("**Conditional Sale Agreement**") between the Retention Holder (as purchaser) and the Issuer (as seller) under which the Issuer shall, in the event any such Originator Asset becomes ineligible to be a Collateral Debt Obligation (for example, if it does not satisfy certain conditions precedent on the relevant purchase effective date to the Issuer, including if such obligation becomes defaulted, credit impaired or otherwise does not satisfy the eligibility criteria pursuant to the Warehouse Arrangements (if such purchase effective date falls prior to the Issue Date) or does not satisfy the Eligibility Criteria (if such purchase effective date falls on or after the Issue Date)) within 15 Business Days of the date upon which the Issuer (or the Servicer on its behalf) entered into a binding commitment to acquire such Collateral Debt Obligation, have the right to require the Retention Holder to purchase from it the relevant Originator Asset for the same purchase price as the Issuer committed to purchase and settle such Originator Asset. As a result, the Retention Holder will be exposed to default and credit risk on such Originator Assets for the period between the purchase and the onward sale under the applicable Conditional Sale Agreement.

Retention Holder Credit Granting

Originators, sponsors and original lenders are required under the Securitisation Regulation to: (a) apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which they apply to non-securitised exposures; (b) to that end, apply the same clearly established processes for approving and, where relevant, amending, renewing and refinancing credits; and (c) have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting his obligations under the credit agreement.

See section of this Offering Circular titled "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements*" above for further information regarding the application of the requirements of the Securitisation Regulation to non-EU originators.

THE PORTFOLIO

Terms used and not otherwise defined herein or in this Offering Circular as specifically referenced herein shall have the meaning given to them in Condition 1 (Definitions) of the Conditions.

The following description of the Portfolio consists of a summary of certain provisions of the Servicing Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

Introduction

Pursuant to the Servicing Agreement, the Servicer will be required to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described below. In addition, the Collateral Administrator is required to perform certain calculations in relation to the Portfolio on behalf of the Issuer, in each case to the extent and in accordance with the information provided to it by the Servicer.

Acquisition of Collateral Debt Obligations

Each Noteholder, by its acceptance thereof, is deemed to have consented to the Issuer's purchase of the Collateral Debt Obligations listed in Annex C (*Collateral Debt Obligations*) to this Offering Circular.

The proceeds of issue of the Notes remaining after payment of certain fees, costs and expenses incurred in connection with the issue of the Notes and anticipated to be payable by the Issuer following completion of the issue of the Notes will be deposited in the Unused Proceeds Account on the Issue Date.

Eligibility Criteria

Each Collateral Debt Obligation on the Issue Date satisfied the Eligibility Criteria as set out in the section titled "*Term Sheet*".

Restructured Obligations

If a Collateral Debt Obligation becomes (in the sole discretion of the Servicer) the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor, such obligation shall only constitute a Restructured Obligation if such obligation satisfies each of the Restructured Obligation Criteria.

For the avoidance of doubt, the refinancing of a Collateral Debt Obligation which is not a restructuring, in circumstances whereby the redemption proceeds are rolled as consideration for a new obligation (including by way of a "cashless roll"), shall be treated as an acquisition by the Issuer of a new Collateral Debt Obligation.

Management of the Portfolio

Overview

The Servicer will, pursuant to the Servicing Agreement (and subject to the detailed provisions thereof), have the power in the name of the Issuer and on behalf of the Issuer:

(a) to effect the settlement of Collateral Debt Obligations purchased by the Issuer on the Issue Date and to make disposals of Collateral Debt Obligations and Exchanged Securities as more particularly described below, including to the extent necessary or appropriate to perform such duties, the power to negotiate, execute and deliver all necessary and appropriate documents and instruments on behalf of the Issuer, including but not limited to, as applicable, any sale agreement with respect to any Collateral Debt Obligation;

(b) in connection with any redemption of the Notes pursuant to Condition 7(b) (*Optional* Redemption) or following enforcement of security under Condition 11(b) (Enforcement), to sell the Collateral without regard to the limitations set out in clause 4 (*Sale of Portfolio Assets*) of the Servicing Agreement, but subject always to any limitations or restrictions set out in the Conditions and the Transaction Documents, and, in the case of any redemption of the Notes pursuant to Condition 7(b) (Optional Redemption), in

order to procure that the proceeds thereof are in immediately available funds by two Business Days prior to the applicable redemption date;

(c) to attend and/or vote or refrain from attending and/or voting at any meeting of the holders of, or other persons participating in or entitled to any rights or benefits under, or to otherwise exercise or refrain from exercising any voting rights arising in respect of, any Collateral Debt Obligation, Exchanged Security or Eligible Investment;

(d) to consent to, or refrain from consenting to, any proposed amendment, modification or waiver of the terms and conditions of any Collateral Debt Obligation, Exchanged Security or Eligible Investment;

(e) to exercise or to waive or elect not to exercise remedies in respect of any default with respect to any Collateral Debt Obligation, Exchanged Security or Eligible Investment;

(f) to participate in a committee or group formed by creditors or shareholders of an Obligor in respect of, a Collateral Debt Obligation, and, exercising commercially reasonable judgment, agree on behalf of the Issuer to any restructuring of any Collateral Debt Obligation (including the acceptance of any security in exchange for or in satisfaction of such Collateral Debt Obligation) and/or the reorganisation of any such Obligor; and

(g) to exercise any other right or remedy of the holder thereof with respect to any item of Collateral which is provided for in the related underlying instrument(s).

The activities referred to below that the Servicer may undertake on behalf of the Issuer are subject to the Issuer's, monitoring of the performance of the Servicer under the Servicing Agreement.

Sales of Collateral Debt Obligations

The Servicer, acting on behalf of the Issuer shall, have the right to sell certain Collateral Debt Obligations as described in the section titled "*Term Sheet*".

Sale of Collateral Prior to Maturity Date

In the event of any redemption of the Rated Notes in whole prior to the Maturity Date, the Servicer (acting on behalf of the Issuer) will, as far as reasonably practicable, arrange for liquidation of the Collateral in order to procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date, in accordance with Condition 7 (*Redemption and Purchase*).

Identifying Defaulted Obligations

The Servicer shall monitor Collateral Debt Obligations to the extent required to determine whether any Collateral Debt Obligation is a Defaulted Obligation and on making any such determination shall notify the Issuer and the Collateral Administrator thereof.

Application of Sale Proceeds

The Servicer will procure that all proceeds from the sale of any Credit Impaired Obligation, Defaulted Obligation and Exchanged Security, as applicable, will be paid to or to the order of the Issuer, who (or whose agent) will procure that such proceeds be deposited into the Principal Account and disbursed in accordance with the Priorities of Payment on the first Payment Date following such sale. In no event shall the Issuer (or the Servicer on the Issuer's behalf) be permitted to reinvest any Sale Proceeds or any other Principal Proceeds.

The Trading Requirements

Notwithstanding anything to the contrary herein, the Issuer (or the Servicer on its behalf) will not dispose of any Custodial Asset unless the Trading Requirements are satisfied in connection with such disposition, provided that at any time, the Issuer (or the Servicer on its behalf) may elect (which election may be made only upon confirmation from the Servicer that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely

on the exception contained in Section 3(c)(7) of the Investment Company Act by written notice thereof to the Trustee in which case, at all times thereafter, there will be no Trading Requirements, and all references to such requirements in the Trust Deed and other Transaction Documents shall no longer be in effect.

"**Custodial Assets**" means all Collateral Debt Obligations, Collateral Enhancement Obligations, Exchanged Securities and Eligible Investments and in each case any sums received in respect thereof held from time to time by the Custodian (or any duly authorised sub-custodian) pursuant to the Agency Agreement.

Amendments to Collateral Debt Obligation Stated Maturities

The Servicer, on behalf of the Issuer, shall be authorised to consent to any amendment or exchange of a Collateral Debt Obligation; provided, however, that the Issuer will only consent, and will only allow the Servicer to consent, to any Maturity Amendment if, after giving effect to such amendment, waiver or other modification, (a) the Maturity Amendment Weighted Average Life Test is satisfied and (b) the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than 18 calendar months prior to the Maturity Date of the Rated Notes, unless it has received the express consent of the Servicer and a the Controlling Class by Ordinary Resolution. It shall not be a violation of the restrictions of this paragraph if any Collateral Debt Obligation is amended in violation of the foregoing so long as either (i) the Issuer (or the Servicer on behalf of the Issuer) has not consented to such amendment or (ii) such amendment is made in connection an insolvency, bankruptcy, reorganisation, restructuring or workout of the Obligor thereof.

"**Maturity Amendment**" means with respect to any Collateral Debt Obligation, any waiver, refinancing, modification, amendment or variance that would extend the Collateral Debt Obligation Stated Maturity of such Collateral Debt Obligation. For the avoidance of doubt, a waiver, refinancing, modification, amendment or variance that would extend the Collateral Debt Obligation Stated Maturity of the credit facility of which a Collateral Debt Obligation is part, but would not extend the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation held by the Issuer, does not constitute a Maturity Amendment.

"**Weighted Average Life**" is, as of any Measurement Date with respect to all Collateral Debt Obligations (other than Defaulted Obligations) and Eligible Investments representing Principal Proceeds, the number of years (rounded down to the nearest one hundredth thereof) following such date obtained by:

(a) summing the products obtained by multiplying (a) the Average Life at such time of each such Collateral Debt Obligation and Eligible Investment representing Principal Proceeds, by (b) the Principal Balance of such Collateral Debt Obligation and Eligible Investment representing Principal Proceeds,

and dividing such sum by:

(b) the Aggregate Principal Balance at such time of all Collateral Debt Obligations (other than Defaulted Obligations) and Eligible Investments representing Principal Proceeds.

"**Average Life**" is, on any Measurement Date with respect to any Collateral Debt Obligation or Eligible Investment representing Principal Proceeds, the quotient obtained by dividing: (i) the sum of the products of: (a) the number of years (rounded to the nearest one hundredth thereof) from such Measurement Date to the respective dates of each successive scheduled distribution of principal of such Collateral Debt Obligation or such Eligible Investment, as the case may be; and (b) the respective amounts of principal of such scheduled distributions; by (ii) the sum of all successive scheduled distributions of principal on such Collateral Debt Obligation or such Eligible Investment, as the case may be.

Accrued Interest

Amounts included in the purchase price of any Collateral Debt Obligation comprising accrued interest thereon may be paid from the Interest Account, the Principal Account or the Unused Proceeds Account at the discretion of the Servicer (acting on behalf of the Issuer) but subject to the terms of the Servicing Agreement and in accordance with Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding the foregoing, in any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of acquisition thereof with Principal

Proceeds shall constitute Purchased Accrued Interest and shall be deposited into the Principal Account as Principal Proceeds.

Eligible Investments

The Servicer, acting on behalf of the Issuer, may from time to time give written instructions to the Collateral Administrator to purchase Eligible Investments out of Balances standing to the credit of the Accounts, other than the Payment Account. Any instructions given by the Servicer to the Collateral Administrator to purchase Eligible Investments shall specify that such Eligible Investments shall be sold or otherwise liquidated not later than two Business Days prior to the following Payment Date. For the avoidance of doubt, the Servicer may direct the Collateral Administrator to invest in Eligible Investments of which the Servicer or an Affiliate is the issuer or obligor.

Collateral Enhancement Obligations

The Servicer (acting on behalf of the Issuer) may, from time to time, subject to the Trading Requirements (so long as they are applicable) purchase Collateral Enhancement Obligations independently or as part of a unit with the Collateral Debt Obligations being so purchased provided that to do so would not cause a Retention Deficiency.

All funds required in respect of the purchase price of any Collateral Enhancement Obligations, and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the balance standing to the credit of the Collateral Enhancement Account at the relevant time. Pursuant to Condition 3(j)(vi) (*Collateral Enhancement Account*), such Balance shall be comprised of all sums deposited therein from time to time which will comprise interest and/or principal payable in respect of the Subordinated Notes which the Servicer acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payment rather than being paid to the Subordinated Noteholders.

Collateral Enhancement Obligations may be sold at any time and all Collateral Enhancement Obligation Proceeds received by the Issuer shall be deposited into the Collateral Enhancement Account.

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

For the avoidance of doubt, the acquisition of Collateral Enhancement Obligations will not require the satisfaction of the Eligibility Criteria.

Exercise of Warrants and Options

The Servicer acting on behalf of the Issuer, may, at any time, subject to the Trading Requirements (so long as they are applicable) exercise a warrant or option attached to a Collateral Debt Obligation or comprised in a Collateral Enhancement Obligation and shall on behalf of the Issuer instruct the Account Bank to make any necessary payment pursuant to a duly completed form of instruction.

Margin Stock

The Servicing Agreement requires that the Servicer, on behalf of the Issuer, shall use commercially reasonable endeavours to sell any Collateral Debt Obligation, Exchanged Security or Collateral Enhancement Obligation which is or at any time becomes Margin Stock as soon as practicable following such event.

"**Margin Stock**" means margin stock as defined under Regulation U issued by the Federal Reserve Board, including any debt security which is by its terms convertible into Margin Stock.

Non-Euro Obligations

The Servicer shall be authorised to purchase on or prior to the Issue Date, on behalf of the Issuer, Non-Euro Obligations provided that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that satisfies paragraph (b) of the Eligibility Criteria if the Non-Euro Obligation is either: (i) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof; or (ii) denominated in a Qualified Unhedged Currency, acquired in the Primary Market and no later than 180 calendar days following the settlement date of the acquisition thereof, is the subject of a Currency Hedge Transaction

entered into by the Issuer (or the Servicer on its behalf) pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligation, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by a Currency Hedge Counterparty. The Servicer (on behalf of the Issuer) shall be authorised to enter into spot exchange transactions, as necessary, to fund the Issuer's payment obligations under any Currency Hedge Transaction. Rating Agency Confirmation shall be required in relation to entry into each Currency Hedge Transaction unless such Currency Hedge Transaction is a Form Approved Hedge. See "*Hedging Arrangements*".

In the event that a Non-Euro Obligation is subject to any readjustment, restructuring, refinancing or rescheduling (howsoever described) (a "**Debt Restructuring**"), then the Servicer shall, in any negotiations in respect thereof, take into account the effect of such Debt Restructuring on the terms of any Currency Hedge Transaction in respect of the Non-Euro Obligation.

Revolving Obligations and Delayed Drawdown Collateral Debt Obligations

The Servicer acting on behalf of the Issuer may on or prior to the Issue Date acquire, in accordance with the Trading Requirements, so long as they are applicable, Collateral Debt Obligations which are Revolving Obligations or Delayed Drawdown Collateral Debt Obligations from time to time.

Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may only be acquired if they are capable of being drawn in a single currency only (being Euros) and are not payable in or convertible into another currency.

Each Revolving Obligation and Delayed Drawdown Collateral Debt Obligation will, pursuant to its terms, require the Issuer to make one or more future advances or other extensions of credit (including extensions of credit made on an unfunded basis pursuant to which the Issuer may be required to reimburse the provider of a guarantee or other ancillary facilities made available to the obligor thereof in the event of any default by the obligor thereof in respect of its reimbursement obligations in connection therewith). Revolving Obligations may be repaid and reborrowed from time to time during their term by the Obligor thereunder. Upon acquisition of any Revolving Obligations and Delayed Drawdown Collateral Debt Obligations, the Issuer shall deposit into the Unfunded Revolver Reserve Account amounts equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations. To the extent required, the Issuer, or the Servicer acting on its behalf, may direct that amounts standing to the credit of the Unfunded Revolver Reserve Account be deposited with a third party from time to time as collateral for any reimbursement or indemnification obligations owed by the Issuer to any other lender in connection with a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation, as applicable and upon receipt of an Issuer Order (as defined in the Servicer Agreement) the Trustee shall be deemed to have released such amounts from the security granted thereover pursuant to the Trust Deed.

Participations

The Servicer acting on behalf of the Issuer may, in accordance with the Trading Requirements (so long as they are applicable), acquire Collateral Debt Obligations from Selling Institutions by way of Participation.

Each Participation entered into pursuant to a sub-participation agreement shall be substantially in the form of:

(i) the LSTA Model Participation Agreement for par/near par trades (as published by the Loan Syndications and Trading Association Inc. from time to time);

(ii) the LMA Funded Participation (Par) (as published by the Loan Market Association from time to time); or

(iii) such other documentation provided such agreement contains limited recourse and non-petition language substantially the same as the Trust Deed.

Assignments

The Servicer acting on behalf of the Issuer may, on or prior to the Issue Date, in accordance with the Trading Requirements (so long as they are applicable), acquire Collateral Debt Obligations from Selling Institutions by way of Assignment provided that at the time such Assignment is acquired the Servicer acting on behalf of the

Issuer shall have complied, to the extent within their control, with any requirements relating to such Assignment set out in the relevant loan documentation for such Collateral Debt Obligation (including, without limitation, with respect to the form of such Assignment and obtaining the consent of any person specified in the relevant loan documentation).

"**Assignment**" means an interest in a loan acquired directly by way of novation or assignment.

The Coverage Tests

The applicable Coverage Tests are set out in the Term Sheet under the heading "*Coverage Tests*". Each of the Coverage Tests, shall apply on and after the applicable First Test Date and shall be satisfied on a Measurement Date if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the Term Sheet under the heading "*Coverage Tests*".

DESCRIPTION OF THE SERVICING AGREEMENT

The following description of the Servicing Agreement consists of a summary of certain provisions of the Servicing Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

Appointment

The Issuer will appoint the Servicer to act as servicer in respect of the Portfolio and to perform services in accordance with the provisions of the Servicing Agreement.

Services

Pursuant to the terms of the Servicing Agreement, the Servicer will be responsible for the management of the Portfolio, including, without limitation, evaluating, determining and monitoring the Portfolio, effecting the settlement of Collateral Debt Obligations acquired by the Issuer on the Issue Date, effecting the acquisitions of Eligible Investments and sales of Collateral Debt Obligations, Eligible Investments and Exchanged Securities, exercising voting or other rights with respect to the Portfolio, attending meetings and otherwise representing the interests of the Issuer in connection with the management of the Portfolio, providing notices to and requesting, directing, disputing and approving action on the part of the Issuer and certain related functions.

Unless the Issuer has ceased to rely on Rule 3a-7, the Servicer shall cause the Issuer to be exclusively engaged in: (A) purchasing, holding and selling "**eligible assets**" (as defined in Rule 3a-7); and (B) activities related to or incidental to investment in such eligible assets. The Issuer grants to the Servicer full authority (subject to the provisions of the Servicing Agreement (including but not limited to the Trading Requirements and other provisions related to Rule 3a-7) and the Trust Deed), and delegates to the Servicer the power (in each case in compliance with any applicable Management Criteria as defined in the Servicing Agreement and subject to the provisions of the Servicing Agreement) to:

(a) make sales, disposals and exchanges of Collateral Debt Obligations on the Issuer's behalf and as the Issuer's agent in accordance with the terms of the Servicing Agreement and the Trust Deed;

(b) monitor, manage and dispose of the Collateral Debt Obligations;

(c) manage and dispose of Collateral Enhancement Obligations;

(d) manage and dispose of all assets that form part of the Portfolio other than Collateral Debt Obligations and Collateral Enhancement Obligations;

(e) exercise all rights and remedies of the Issuer in the Issuer's capacity as a holder of, or the person beneficially entitled to, any of the assets in the Portfolio;

(f) in its discretion, invest amounts on the Issuer's behalf and as the Issuer's agent in Eligible Investments;

(g) subject to satisfaction of the Hedging Condition, arrange and negotiate the entry into and/or termination (in whole or in part) of Hedge Agreements for and on behalf of the Issuer to manage interest rate and currency risk and to give directions (on behalf of the Issuer) to the Collateral Administrator in relation thereto and to assist the Issuer generally in relation to the operation of any Hedge Agreement and to assist the Issuer in locating and appointing a replacement Hedge Counterparty in the event that a Hedge Counterparty is downgraded below the Required Rating (as defined in the relevant Hedge Agreement) or as otherwise required pursuant to the Transaction Documents;

(h) agree and consent, or omit from agreeing and consenting on the Issuer's behalf to any proposed amendment, modification, waiver, Maturity Amendment, consent or indulgence to or in relation to the terms and conditions of a Portfolio obligation (for the avoidance of doubt, the Servicer may vote or refrain from voting on any such obligation in compliance with the Servicer's proxy voting procedures and policies, and in any event in a manner permitted by the Servicing Agreement and that is consistent with the Standard of Care);

(i) waive or elect not to exercise remedies in respect of any default with respect to any Defaulted Obligation;

(j) implement or effectuate any redemption (optional or mandatory) or Refinancing contemplated or permitted by the Conditions or the Trust Deed;

(k) advise and assist the Issuer in the valuation of Portfolio assets to the extent required or permitted by the Conditions or the Trust Deed and including, but not limited to, such valuations required to facilitate the preparation of financial statements by the Issuer;

(l) make all determinations which the Servicer is required to make under the Servicing Agreement;

(m) negotiate the terms of, and to execute and deliver on behalf of the Issuer any and all documents which the Servicer, in its absolute discretion, considers to be necessary in connection with the rights and obligations of the Issuer delegated to the Servicer under the Servicing Agreement and as permitted in accordance with the Conditions, the Trust Deed and each other Transaction Document;

(n) provide such other services in connection with the business of the Issuer (subject to the provisions of the Trust Deed) as the Issuer and the Servicer may from time to time agree, upon payment of such additional fees as may be agreed, provided that such additional fees shall only be paid as Administrative Expenses pursuant to the Priorities of Payment;

(o) with respect to any Defaulted Obligation, instruct the trustee or agent for such Defaulted Obligation to enforce the Issuer's rights under the Underlying Instruments governing such Defaulted Obligation or any applicable law, rule or regulation in any manner permitted under the Servicing Agreement or the Trust Deed and that is consistent with the Standard of Care;

(p) advise the Issuer in performing its obligations under EMIR (as applicable);

(q) assist the Issuer in fulfilling any Irish STS Obligations and its obligations as the designated reporting party under the EU Transparency Requirements; and

(r) otherwise do all things ancillary or incidental to the foregoing.

Due Diligence

Prior to the entry by the Issuer or the Servicer (acting on behalf of the Issuer) into a commitment to purchase a Collateral Debt Obligation, the Servicer carried out due diligence in accordance with the Standard of Care to ensure that the Eligibility Criteria will be satisfied on the Issue Date and that, except for Collateral Debt Obligations which are acquired by way of Participation, the Issuer will, upon the settlement of such purchase, become the legal and beneficial holder of such Collateral Debt Obligation in accordance with the terms of the relevant Underlying Instrument and all applicable laws and regulations.

Fees

As compensation for the performance of its obligations under the Servicing Agreement, the Servicer (and/or, at its direction, an Affiliate of the Servicer) will be entitled to receive, the Senior Servicing Fee and the Subordinated Servicing Fee, which servicing fees will be payable senior to the Notes, but subordinated to certain fees and expenses of the Issuer in accordance with the Priorities of Payment.

If the Servicing Agreement is terminated or PSECM has resigned or is removed as the Servicer, each of the Senior Servicing Fee and the Subordinated Servicing Fee will be pro rated for any partial period elapsing from the prior Payment Date to the date of such termination, resignation or removal and shall be due and payable on the first Payment Date following the date of termination, resignation or removal, subject to the Priorities of Payment and, for the avoidance of doubt, to the extent that, by operation of the Priorities of Payment on such Payment Date, there are insufficient funds available to pay such pro rated amount in full, the unpaid portion of such pro rated amount shall be payable on each subsequent Payment Date, subject to the Priorities of Payment, until paid in full.

In addition to the Senior Servicing Fee and the Subordinated Servicing Fee, the Servicer (and/or, at its direction, an Affiliate of the Servicer) will receive the Incentive Servicing Fee on each Payment Date on which the Incentive Servicing Fee IRR Threshold has been met or surpassed. On each such Payment Date the Incentive Servicing Fee Percentage of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds (after any payment required to satisfy the Incentive Servicing Fee IRR Threshold) that would otherwise be available to

distribute to the Subordinated Noteholders in accordance with the Priorities of Payment, will be applied to pay the Incentive Servicing Fee as of such Payment Date. The Servicer may, at its sole discretion designate, waive all or a part of the Incentive Servicing Fee in additional Collateral Debt Obligations.

If PSECM is removed for Cause as the Servicer, the Incentive Servicing Fee, if any, will be payable on each Payment Date after such removal to PSECM and the successor Servicer(s) appointed under the Servicing Agreement *pro rata* calculated based on duration of service as servicer for the Issuer from the Issue Date to (and including) such Payment Date. If PSECM has resigned for any reason other than Cause, the Incentive Servicing Fee that is due and payable will be payable to PSECM and the successor Servicer(s) based upon PSECM's reasonable determination of each servicer's proportional participation and engagement in providing services to the Issuer.

The Servicer may, by giving three Business Days' prior written notice to each of the Issuer, the Trustee and the Collateral Administrator, elect to increase the Incentive Servicing Fee IRR Threshold.

For the avoidance of doubt, the amount of the Servicing Fees, calculated as described above, shall be deemed not to include any applicable VAT thereon. In the event that any supply to which a Servicing Fee relates is or becomes subject to VAT payable by the Servicer, then an amount equal to such VAT will be paid by the Issuer to the Servicer in addition to such Servicing Fee against delivery of a valid VAT invoice.

If amounts distributable on any Payment Date in accordance with the Priorities of Payment are insufficient to pay the Servicing Fees in full, then a portion of the applicable Servicing Fee equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payment.

The Servicer, in respect of any Servicing Fees due to be paid to it on a Payment Date, may elect to:

(a) defer any Senior Servicing Fees and/or Subordinated Servicing Fees;

(b) irrevocably waive any Senior Servicing Fees and/or Subordinated Servicing Fees and/or Incentive Servicing Fees; and/or

(c) direct payment by the Issuer of any of the Servicer's Senior Servicing Fees and/or Subordinated Servicing Fees and/or the Incentive Servicing Fees, or any part thereof, to a party of its choice.

Any amounts so deferred pursuant to paragraph (a) or irrevocably waived pursuant to (b) above shall be applied in accordance with the Priorities of Payment. Any amounts so irrevocably waived pursuant to paragraph (b) above will cease to become due and payable and will not become due and payable at any time. Any amounts directed to be paid by the Servicer to another party pursuant to paragraph (c) above will cease to become due and payable to the Servicer upon proper receipt of those amounts by the nominated party.

To the extent that the Servicer elects to defer all or a portion thereof and later rescinds such deferral election, the Deferred Senior Servicer Amounts and/or Deferred Subordinated Servicer Amounts, as applicable, will be payable on subsequent Payment Dates in accordance with the Priorities of Payment.

Any due and unpaid Servicing Fees including Deferred Senior Servicer Amounts and Deferred Subordinated Servicer Amounts shall accrue interest at a rate per annum equal to three month EURIBOR or, if a Frequency Switch Event has occurred, six month EURIBOR (in each case calculated on the basis of a 360-day year consisting of twelve 30 day months from the date due and payable to the date of actual payment and provided that if any such EURIBOR rate is less than zero, the relevant rate of interest for such purpose shall be deemed to be zero).

The Servicing Agreement provides that certain expenses incurred by the Servicer in the performance of its obligations under the Servicing Agreement will be reimbursed by the Issuer by way of further consideration in connection with the services provided by the Servicer under the Servicing Agreement as Administrative Expenses to the extent funds are available therefor in accordance with and subject to the limitations contained in the Servicing Agreement and the Priorities of Payment. These expenses (together with any irrecoverable VAT in respect thereof subject to the receipt of a valid VAT invoice) include, but are not limited to:

(a) legal advisers, consultants, rating agencies, accountants, brokers and other professionals retained by the Issuer or the Servicer (on behalf of the Issuer);

(b) asset pricing and asset rating services, compliance services and software, and accounting, programming and data entry services directly related to the management of the Collateral;

(c) any: (A) irrecoverable VAT in respect of any of the expenses described paragraphs (a) to (b) above, paragraphs (d) to (v) below or any other expenses that the Servicer is permitted to be reimbursed for; (B) stamp duty and any similar transfer taxes;

(d) any and all costs and expenses incurred in connection with the acquisition, disposition of investments on behalf of the Issuer (whether or not actually consummated) and management thereof, including attorneys' fees and disbursements;

(e) preparing reports to the Issuer, the Collateral Administrator and the holders of the Notes;

(f) reasonable travel expenses (including without limitation airfare, meals, lodging and other transportation) undertaken in connection with the performance by the Servicer of its duties pursuant to the Transaction Documents (including for the avoidance of doubt, travel expenses incurred in connection with the attendance of the Servicer's officers and employees at any bank or due diligence meetings), for the avoidance of doubt and in each case, whether or not an acquisition or disposition of investments is actually consummated as a result of such outgoings;

(g) expenses and costs in connection with communications or meetings with any investors or potential investors (including, for the avoidance of doubt expenses and costs in connection with any investor conferences);

(h) any broker or brokers in consideration of brokerage services provided to the Servicer in connection with the sale or purchase of any Collateral Debt Obligation, Equity Security, Eligible Investment, or other assets received in respect thereof;

(i) bookkeeping, accounting or recordkeeping services obtained or maintained with respect to the Issuer (including those services rendered at the behest of the Servicer);

(j) software programs licensed from a third party and used by the Servicer in connection with servicing the Collateral;

(k) fees and expenses incurred in obtaining the Market Value of Collateral Debt Obligations (including without limitation fees payable to any nationally recognised pricing service);

(l) audits incurred in connection with any consolidation review;

(m) any fees, expenses or other amounts payable to the Rating Agencies, the Collateral Administrator, the Trustee or any independent certified public accountants of international reputation appointed by the Issuer;

(n) any fees or expenses incurred in connection with any default, restructuring or enforcement of any Collateral Debt Obligation;

(o) the fees and expenses of any legal advisers, consultants, or other professionals retained by the Issuer or the Servicer on behalf of the Issuer in connection with the Servicer's obligations under the Transaction Documents and the services provided by the Servicer pursuant to the Servicing Agreement including legal due diligence and documentation reviews and other reviews in connection with such transactions, whether proposed transactions or transactions which are, in fact, consummated;

(p) expenses related to compliance-related matters and regulatory filings relating to the Issuer's activities;

(q) expenses and premiums related to the acquisition of professional liability insurance coverage for the benefit of the Issuer and its directors, where premiums and other such amounts have been paid by the Servicer on behalf of the Issuer or the its directors;

(r) any other reasonable fees and expenses associated with the Issuer's investment activities and operations, including brokerage commissions, custodial fees, bank service fees, withholding and transfer fees, clearing and settlement fees, research costs and the Issuer's *pro rata* share of licensing fees for any software for record keeping;

(s) the reasonable costs and expenses in relation to the provision of any information required by the relevant authorities in connection with CRA3, the Dodd-Frank Act, the Securitisation Regulation and/or FATCA;

(t) the fees, costs and expenses incurred in assisting the Issuer with its compliance with the Securitisation Regulation and its own fees, costs and expenses related to compliance;

(u) the fees, costs and expenses incurred by the Servicer in connection with satisfying the requirements of the Securitisation Regulation (including any expenses incurred by the Servicer as a result of entering into amendments to the Transaction Documents which are required to ensure compliance with the Securitisation Regulation), in each case as applicable to the Issuer only, including any costs or fees related to additional due diligence or reporting requirements; and

(v) as otherwise agreed upon by the parties to the Servicing Agreement.

Related Party Transactions

Under the Servicing Agreement, the Issuer will acknowledge and agree, among other things, that (i) the Servicer may have multiple advisory, transactional and financial and other interests in obligations that may be purchased, sold or held for the Issuer's account and companies that may issue obligations that may be purchased, sold or held for the Issuer's account; (ii) the Servicer may act as adviser to clients in commercial banking, investment banking, financial advisory, asset management and other capacities related to obligations that may be purchased, sold or held on the Issuer's behalf, the Servicer may be engaged as manager or advisor for the issuer of obligations that the Issuer may purchase, sell or hold and, at times, these activities may cause departments of the Servicer to give advice to clients that may cause these clients to take actions adverse to the interests of the Issuer; (iii) the Servicer may act in a proprietary capacity with long or short positions, in instruments of all types, including those that may be purchased, sold or held by the Issuer, and such activities could affect the prices and availability of obligations that the Servicer seeks to buy or sell for the Issuer's account, which could adversely impact the financial returns of the Issuer in respect of the Collateral; (iv) partners, managing directors, members, directors, officers, employees and agents of the Servicer and its Affiliates may serve as directors of companies, obligations of which may be purchased, sold or held by the Issuer; (v) the Servicer may give advice, and take action (or refrain from taking action), with respect to any of the Servicer's client or proprietary accounts that may differ from the advice given, or may involve a different timing or nature of action taken, than with respect to any one or all of the Servicer's clients or accounts, and effect transactions for such clients or proprietary accounts at prices or rates that may be more or less favorable than the prices or rates applying to transactions effected for the Issuer; and (vi) in certain circumstances, the interests of the Issuer and/or the Noteholders with respect to matters as to which the Servicer is advising the Issuer may conflict with the interests of the Servicer.

Pursuant to the Servicing Agreement, any transaction effected between the Issuer and the Servicer or Affiliates of the Servicer or accounts, portfolios or investment companies managed or advised by the Servicer shall be conducted on an arm's-length basis for fair market value and on terms as favorable to the Issuer as would be the case in a transaction with an independent third party and in accordance with the Servicer's fiduciary obligations under applicable laws including (but not limited to) the Investment Advisers Act.

The Issuer has agreed to permit principal transactions and agency cross transactions entered into in accordance with applicable laws and regulations; provided that: (i) such consent can be revoked at any time by the Issuer; and (ii) certain transactions e.g. principal transactions require the advance consent of the Issuer. By purchasing a Note, a holder shall be deemed to have consented to the procedures described herein relating to cross transactions and principal transactions. The Servicer or its Affiliates may receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to any such principal transaction or cross transactions. See "*Risk Factors—Certain Conflicts of Interest*".

Standard of Care of the Servicer

The Servicer, subject to the terms and conditions of the Trust Deed, is required to perform its obligations under the Servicing Agreement and under the Trust Deed and provide such additional services (such additional services

to be consistent with the terms of the Servicing Agreement and the Trust Deed and as the Issuer and the Servicer may from time to time agree in writing) with reasonable care and in good faith, using a degree of skill and attention no less than that which the Servicer exercises with respect to comparable assets that it manages for itself and for others, if any, having similar investment objectives and restrictions and in a manner consistent with practices followed by prudent similar institutional managers of assets of the nature and character of the Collateral managed in substantially similar types of transactions (the "**Standard of Care**"); *provided* that, to the extent not inconsistent with the foregoing, the Servicer shall follow its customary standards, policies and procedures in performing its duties under the Servicing Agreement and under the Trust Deed; *provided* further that, the Servicer shall not be liable for any Losses resulting from any failure to satisfy the foregoing standard of care except to the extent such failure would result in liability to the extent described in the Servicing Agreement.

Liability of the Servicer

Generally, the Servicer will not be liable to the Issuer, the Trustee or the Noteholders for any loss incurred as a result of the actions taken or recommended by the Servicer under the Servicing Agreement or the Trust Deed, except (x) by reason of acts or omissions constituting bad faith, willful misconduct, gross negligence (with such term given its meaning under New York law) or reckless disregard in the performance of its obligations thereunder as determined by a court of competent jurisdiction by a final and non-appealable judgment or (y) for any losses that arise out of or are based upon any information relating to the Servicer and contained in the final Offering Circular, as thereafter amended or supplemented, in the sections entitled *"Risk Factors—Risk Retention and Due Diligence Requirements—U.S. Risk Retention Rules" (in respect of the first sentence of the second paragraph only), "Risk Factors—Risks Relating to the Servicer", "Risk Factors—Certain Conflicts of Interest—Servicer", "Description of the Shared Services Agreement" and "The Servicer"* and the information provided by the Retention Holder for inclusion in the final Offering Circular, being that contained in the sections respectively therein headed *"The Retention Holder and EU Retention Requirements—Description of the Retention Holder" and "The Retention Holder and EU Retention Requirements—Origination"* (collectively, the "**Servicer Information**"), that contains an untrue statement of material fact or omits to state a material fact necessary in order to make statements therein, in light of the circumstances under which they were made, not misleading (each a "**Servicer Breach**" and together the "**Servicer Breaches"**). Subject to the foregoing, the Servicer shall not be responsible for any action of the Issuer, the Collateral Administrator or the Trustee in following or declining to follow any direction of the Servicer.

Additionally, the Servicing Agreement will provide that the Servicer will not be responsible for any loss, damage or failure to fulfill its duties under the Servicing Agreement if such loss, damage or failure is the result, whether directly or indirectly, of the occurrence of a Force Majeure Event, *provided* that (i) such Force Majeure Event has a material adverse effect on the ability of the Servicer to perform its duties under the Servicing Agreement, and (ii) the Servicer uses commercially reasonable efforts to minimize the effect of the same. In no event will the Servicer be liable for any special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to loss of profits) regardless of whether such losses or damages are foreseeable, or if the Servicer has been advised of the likelihood of such losses or damages, and regardless of the form of action. As used herein, the term "**Force Majeure Event**" means such an operation of the forces of nature as reasonable foresight and ability could not foresee or reasonably provide against including but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by the Servicing Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond a party's control, whether or not of the same class or kind as specifically named above. For the avoidance of doubt, events giving rise to a Force Majeure Event will not limit the determination of whether or not a Cause event has occurred, but the limitation on liability of the Servicer for losses occurring as a result of a Force Majeure Event will apply notwithstanding that such Force Majeure Event also constitutes a Cause event.

Nothing in the Servicing Agreement shall, in any way, constitute a waiver or limitation of any rights which may not be so limited or waived in accordance with applicable law, including with respect to the breach of any fiduciary duty owed under Section 206 of the Investment Advisers Act.

Pursuant to the Servicing Agreement, the Issuer will indemnify and hold harmless (the Issuer in such case, the "**Indemnifying Party**") the Servicer, the Servicer Parties and their respective stockholders, members, directors, officers, managers and employees (each such party being, in such case, an "**Indemnified Party**") from and against any and all expenses, losses, damages, liabilities, demands, charges or claims of any kind or nature whatsoever (including reasonable attorneys' fees and costs and expenses relating to investigating or defending any demands,

charges and claims) (collectively, "**Losses**") (excluding any Losses in respect of or arising out of such Indemnified Party's election to acquire Collateral Debt Obligations as principal), in respect of or arising from acts or omissions of any such Indemnified Party made in good faith in the performance of the Servicer's duties under the Servicing Agreement and the Trust Deed and not (x) constituting bad faith, willful misconduct or gross negligence (with such term given its meaning under New York law) in the performance of, or reckless disregard with respect to, the Servicer's duties under the Servicing Agreement and the Trust Deed, or (y) resulting from any information provided by the Servicer (as such information may be amended or supplemented) expressly for inclusion in this Offering Circular and contained in the Servicer Information containing an untrue statement of material fact or omitting to state a material fact necessary in order to make statements therein, in light of the circumstances under which they were made, not misleading.

The Servicer shall indemnify the Issuer, the Collateral Administrator and the Trustee in respect of Servicer Breaches, subject to and in accordance with the Servicing Agreement.

Resignation of the Servicer

The Servicer may resign, upon 90 calendar days' (or such shorter notice as is acceptable to the Issuer) prior written notice to the Issuer, the Trustee, the Collateral Administrator, the Hedge Counterparties and each Rating Agency. Such resignation will not be effective until the date as of which a successor Servicer has been appointed in accordance with the Servicing Agreement.

Removal for Cause

The Servicing Agreement may be terminated and the Servicer removed for Cause pursuant to the Servicing Agreement by: (a) the Issuer; or (b) the Issuer at the direction of: (i) the holders of the Controlling Class acting by Extraordinary Resolution; or (ii) the holders of the Subordinated Notes acting by Extraordinary Resolution, (in each case, excluding Notes held by, for the benefit of, or on behalf of the Servicer or any Servicer Related Person) upon at least 30 calendar days' prior written notice to the Servicer, the Trustee, the Hedge Counterparties, the Collateral Administrator and each Rating Agency.

For the purpose of determining "Cause" with respect to termination of the Servicing Agreement such term shall mean any one of the following events:

(a) the Servicer willfully and intentionally violates or willfully breaches any material provision (not including a willful violation or breach that is the subject of a good faith commercially reasonable dispute as to whether such a violation or breach has actually occurred, due to different interpretations of provisions of the relevant Transaction Documents) of the Servicing Agreement or the Trust Deed applicable to it (it being understood that the poor economic performance of the Collateral Debt Obligations shall not in itself constitute a willful violation or willful breach);

(b) the Servicer breaches any material provision of the Servicing Agreement or the Trust Deed applicable to it, which breach could reasonably be expected to have a material adverse effect on the Issuer (it being understood that failure to satisfy any Coverage Test is not such a breach) and fails to cure such breach within 45 days after the first to occur of (A) written notice of such breach is given to the Servicer or (B) the Servicer has Actual Knowledge of such breach, unless, if such breach is remediable, the Servicer has taken action that the Servicer in good faith believes will remedy, and that does in fact remedy, such breach within 90 days after written notice of such breach is given to the Servicer or the Servicer has Actual Knowledge of such breach;

(c) the Servicer is wound up or dissolved or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Servicer (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Servicer or of any substantial part of its properties or assets, or authorizes such an application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against the Servicer and continue undismissed for 60 days or any such appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorizes or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a

petition or otherwise) to the application of any bankruptcy, reorganization, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorizes such application or consent, or proceedings to such end are instituted against the Servicer without such authorization, application or consent and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days; (v) is dissolved (other than pursuant to a consolidation, amalgamation or merger); or (vi) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced, or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter;

(d) the occurrence of an Event of Default specified in sub-paragraph (a)(i) (Non-payment of Interest) or sub-paragraph (a)(ii) (Non-payment of Principal) of Condition 10 (Events of Default) (except in those circumstances where such an Event of Default is solely attributable to the actions of a third party which the Servicer does not control) and that directly results from a breach by the Servicer of its duties under the Servicing Agreement or the Trust Deed, and which breach or default is not cured within any applicable cure period set forth in the Conditions; and

(e) the occurrence of an act by the Servicer that constitutes fraud or felony criminal activity in the performance of its obligations under the Servicing Agreement or the provisions of the Trust Deed applicable to it, or the Servicer or any of the principals of the Servicer (in the performance of his or her investment management duties) being convicted for a felony offense related to its primary business and, in the case of such principal, such principal continues to have responsibility for the performance by the Servicer of its duties following such conviction; *provided* that, the Servicer will be deemed to have cured any event of Cause pursuant to this clause (e) if the Servicer terminates or causes the termination of employment of all individuals who engaged in the conduct constituting Cause pursuant to this clause (e).

"**Actual Knowledge**" means the actual knowledge of (a) any senior officer of the Servicer, (b) any officer or employee of the Servicer charged with the day to day performance or supervision of the Servicer's duties under the Servicing Agreement or (c) any officer or employee of the Servicer to whom any matter related to its investment advisory services under the Servicing Agreement is referred because of his or her knowledge or familiarity with the particular subject. If any of the events described in the foregoing paragraph occur, the Servicer will be required to give written notice thereof to the Issuer and the Trustee (who shall forward such notice to the holders of all outstanding Notes) within five Business Days of the Servicer's having Actual Knowledge of the occurrence of such event.

If the Servicer becomes aware that any of the events specified in paragraphs (a) to (e) (inclusive) above has occurred, the Servicer shall give prompt written notice thereof to the Issuer, the Trustee, the Collateral Administrator, the Rating Agencies, the Hedge Counterparties and the holders of all Outstanding Notes upon the Servicer becoming so aware.

No Voting Rights

Notwithstanding any reference or provision in this Offering Circular (including, without limitation, this section "*Description of the Servicing Agreement*"):

Notes held in the form of Servicer Removal and Replacement Non-Voting Notes or Servicer Removal and Replacement Exchangeable Non-Voting Notes shall not have any voting rights in respect of, and shall not be counted for the purposes of determining a quorum and the result of any votes in respect of Servicer Removal Resolutions or any Servicer Replacement Resolutions (but shall carry a right to vote and be so counted on all other matters in respect of which the Servicer Removal and Replacement Voting Notes have a right to vote and be counted).

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

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

EU Transparency Requirements

In connection with the EU Transparency Requirements under the Securitisation Regulation, the Issuer has been designated as the entity required to make available the reports and information necessary to fulfil the EU Transparency Requirements and the Servicer, the Collateral Administrator and other third parties will provide certain assistance to the Issuer in this regard. Pursuant to the terms of the Servicing Agreement, the Issuer shall be entitled to appoint agents to assist it with preparing the reports provided that prior written notice of such appointment is given to the Collateral Administrator and the Servicer. As at the date hereof, the Issuer intends to give notice to the Collateral Administrator and the Servicer that it has appointed TMF SFS Management B.V. ("**TMF**") as its agent to prepare such reports.

The Collateral Administrator has also agreed to assist the Issuer (and any agent appointed by the Issuer including TMF) in fulfilling its obligations as the designated reporting party under the EU Transparency Requirements. The Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the EU Transparency Requirements. In providing such services, the Collateral Administrator also assumes no responsibility or liability to any third party, including, any Noteholder or potential Noteholder, and including for their use and/or onward disclosure of such information, reports or documentation, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents (any such indemnities shall be payable as Administrative Expenses).

Delegation and Transfers

The Servicer may, without the consent of any party, delegate to third parties (including, without limitation, its Affiliates) the duties assigned to the Servicer under the Servicing Agreement, and employ third parties, including its affiliates, attorneys and financial advisors, to render advice (including legal and investment advice) and assistance to the Issuer and to perform any of its duties under the Servicing Agreement; provided, however, that the Servicer will not be relieved of any of its duties under the Servicing Agreement regardless of the performance of any services by third parties.

The Servicer is permitted to assign its rights under the Servicing Agreement to any assignee provided that:

(a) such assignment or delegation is consented to by: (i) the Issuer; (ii) the Controlling Class (acting by Ordinary Resolution); and (iii) the Subordinated Noteholders (acting by Ordinary Resolution);

(b) prior written notice is given to the Trustee, the Collateral Administrator and each Rating Agency then rating the Rated Notes;

(c) such assignee or delegate is legally qualified and has the regulatory capacity to act as such, including offering portfolio management services to Irish residents or benefits from an exception or exclusion from such requirements;

(d) such assignment or delegation will not cause the Issuer to become subject to net income taxation in any jurisdiction other than Ireland or any diverted profits tax or similar tax or cause the Issuer to be engaged in a trade or business in the U.S. for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer and will not cause additional VAT to become payable by the Issuer or the assignee or delegate in respect of the Servicing Fees, whether directly, by way of reverse charge, or by way of a contractual reimbursement obligation;

(e) such assignment or delegation will not cause either of the Issuer or the Servicer to become required to register under the provisions of the Investment Company Act; and

(f) such assignment or delegation will not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements or, to the extent the U.S. Risk Retention Rules are applicable to the transaction described in the Transaction Documents, the U.S. Risk Retention Rules.

Notwithstanding the foregoing any change in control of the Servicer that constitutes an "assignment" under the Investment Advisers Act shall only require the written consent of the Issuer as determined solely by the directors of the Issuer and without requiring the consent of any Noteholder or any other person or obtainment of Rating Agency Confirmation (provided that immediately after such change-in-control "assignment", the Servicer employs principal personnel performing the duties required under the Servicing Agreement who are substantially the same team of individuals who would have performed such duties had such change-in-control "assignment" not occurred).

The Servicer is permitted to assign its rights under the Servicing Agreement to any Affiliate of the Servicer without the consent of any party, provided that:

(i) such Affiliate has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Servicer under the Servicing Agreement;

(ii) such Affiliate is legally qualified to and has the Irish regulatory capacity (including Irish regulatory capacity to provide collateral management services to Irish counterparties as a matter of the laws of Ireland) to act as assignee or delegate or benefits from an exemption or exclusion from such requirements;

(iii) prior written notice is given to the Trustee, the Collateral Administrator and each Rating Agency then rating the Rated Notes;

(iv) such assignment or delegation will not cause the Issuer to become subject to net income taxation in any jurisdiction other than Ireland or any diverted profits tax or similar tax or cause the Issuer to be engaged in a trade or business in the U.S. for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer and will not cause additional VAT to become payable by the Issuer or the assignee or delegate in respect of the Servicing Fees, whether directly, by way of reverse charge, or by way of a contractual reimbursement obligation;

(v) such assignment or delegation will not cause the Issuer, the Servicer or the Collateral to become required to register under the provisions of the Investment Company Act; and

(vi) such assignment or delegation will not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements or, to the extent the U.S. Risk Retention Rules are applicable to the transaction described in the Transaction Documents, the U.S. Risk Retention Rules.

For the avoidance of doubt, no delegation of responsibilities by the Servicer shall relieve it from any liability under the Servicing Agreement.

The Issuer may not assign its rights under the Servicing Agreement without the prior written consent of the Servicer, the Trustee, the holders of each Class of Notes acting by Ordinary Resolution, each voting as a separate class, except in the case of an assignment by the Issuer: (i) to an entity that is a successor to the Issuer permitted under the Trust Deed; or (ii) to the Trustee.

Appointment of Successor

No resignation or termination of the appointment of the Servicer will be effective until a successor Servicer is duly appointed by the Issuer. Any successor Servicer must satisfy the conditions set out in the Servicing Agreement and shall, for the avoidance of doubt, be appointed on substantially similar terms as those set out in the Servicing Agreement.

Within 90 calendar days of the resignation, termination or removal of the Servicer while any of the Notes are outstanding, the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor Servicer by delivering notice thereof to the Issuer, the Trustee and the holders of the Notes. The Controlling Class (acting by Ordinary Resolution) may consent to such successor Servicer by delivery of notice of such consent to the Issuer and the Trustee. If the Controlling Class (acting by Ordinary Resolution) consents to such proposed successor Servicer, such proposed successor will be appointed Servicer by the Issuer.

If the Subordinated Noteholders (acting by Ordinary Resolution) make no such proposal within such 90 day period, the Controlling Class (acting by Ordinary Resolution and confirming in such resolution that the proposed successor Servicer is not an Affiliate of a holder of the Controlling Class) may propose a successor Servicer by delivering notice thereof to the Issuer, the Trustee and the holders of the Notes. The Subordinated Noteholders (acting by Ordinary Resolution) may, within 30 calendar days from receipt of such notice, object to such successor Servicer by delivery of notice of such objection to the Issuer and the Trustee.

If no notice of objection is received by the Issuer and the Trustee within such time period, such proposed successor Servicer will be appointed Servicer by the Issuer subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment. Within 30 calendar days of receipt of notice of any such objection, either the Controlling Class (acting by Ordinary Resolution) or the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor Servicer by written notice to the Trustee, the Issuer and the holders of the Notes. In the case of such proposal by the Controlling Class, the Subordinated Noteholders (acting by Ordinary Resolution), may, within 30 calendar days from receipt of such notice, deliver to the Issuer and the Trustee notice of objection thereto. In the case of such a proposal by the Subordinated Noteholders, the Controlling Class (acting by Ordinary Resolution) may consent to such successor Servicer by delivery of notice of such consent to the Issuer and the Trustee.

If no notice of objection of the Subordinated Noteholders (acting by Ordinary Resolution) is received by the Issuer and the Trustee within the relevant time period (in the case of a proposal by the Controlling Class) or the consent of the Controlling Class (acting by Ordinary Resolution) is received by the Issuer and the Trustee (in the case of a proposal by the Subordinated Noteholders), such proposed successor Servicer will be appointed Servicer by the Issuer. If a notice of objection from the Subordinated Noteholders (acting by Ordinary Resolution) is received within 30 calendar days (in the case of a proposal by the Controlling Class) or the Controlling Class does not consent (acting by Ordinary Resolution) to a proposed successor (in the case of a proposal by the Subordinated Noteholders), then either group of Noteholders may again propose a successor Servicer in accordance with the foregoing.

Notwithstanding the above, if no successor Servicer has been appointed within 180 calendar days following the date of resignation, termination or removal of the Servicer, the Issuer will appoint a successor Servicer proposed by the Controlling Class (acting by Ordinary Resolution) so long as such successor Servicer is not a Person that was previously objected to by the Subordinated Noteholders (acting by Ordinary Resolution) and subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment.

Any appointment of a successor Servicer which is not an Affiliate of the Servicer shall be subject to receipt of Rating Agency Confirmation from Fitch and S&P, if applicable.

Notwithstanding the foregoing any change in control of the Servicer that constitutes an "assignment" under the Investment Advisers Act shall only require the written consent of the Issuer as determined solely by the directors of the Issuer and without requiring the consent of any Noteholder or any other person or obtainment of Rating Agency Confirmation (provided that immediately after such change-in-control "assignment", the Servicer employs principal personnel performing the duties required under this Agreement who are substantially the same team of individuals who would have performed such duties had such change-in-control "assignment" not occurred).

DESCRIPTION OF THE SHARED SERVICES AGREEMENT

The information appearing in this section has been prepared by the Servicer and has not been independently verified by the Issuer, the Placement Agent or any other party. None of the Placement Agent or any other party other than the Servicer assumes any responsibility for the accuracy or completeness of such information.

The Servicer entered into the shared services agreement dated 20 July 2020 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "**Shared Services Agreement**") with the Shared Service Provider, pursuant to which the Shared Service Provider will perform certain back-office, credit analysis and reporting functions among other functions that will be delegated thereto by the Servicer. In performing its obligations under the Servicing Agreement, the Servicer will depend, in large part, upon the skill and expertise of certain personnel of the Shared Service Provider that are made available to the Servicer pursuant to the Shared Services Agreement (any such personnel, "**Shared Personnel**"), who, in each case, will be responsible for the day-to-day operations and management of the Servicer. For a discussion of such Shared Personnel, see "*The Servicer—Key Personnel*."

Under the Shared Services Agreement, the Shared Service Provider will provide or cause to be provided the following services to the Servicer: (i) back and middle office assistance, including but not limited to accounting, payments, operations, technology and finance; (ii) legal/compliance/risk analysis, including but not limited to assistance and advice with respect to legal issues, compliance support and implementation and general risk analysis; (iii) credit analysis, including but not limited to assistance and advice with respect to credit functions including, but not limited to, credit analysis and market research and analysis; (iv) management of collateral obligations in connection with CLO transactions (including any warehouse facility related thereto), including but not limited to assistance and advice with respect to the management of any CLO transactions (including any warehouse facility related thereto) managed by the Servicer; (v) execution and documentation, including but not limited to assistance relating to the negotiation of the terms of, and the execution and delivery by the Servicer of, any and all documents which the Servicer considers to be necessary in connection with the acquisition and disposition of collateral obligations in connection with any CLO transactions (including any warehouse facility related thereto) managed by the Servicer; (vi) marketing, including but not limited to assistance relating to marketing any specified CLO transactions (including any warehouse facility related thereto) managed by the Servicer; (vii) reporting, including but not limited to assistance relating to any reporting the Servicer is required to make in relation to the collateral obligations or any CLO transaction (including any warehouse facility related thereto) managed by the Servicer, including reports relating to (1) purchases, sales, liquidations, acquisitions, disposals, substitutions and exchanges of Collateral Debt Obligations, (2) the requirements of an applicable regulator, or (3) other types of reporting which the Servicer and the Shared Service Provider may agree from time to time; (viii) administrative services, including but not limited to the provision of office space, information technology services and equipment, infrastructure and other related services requested or utilised by the Servicer from time to time; (ix) provision of shared personnel and such additional human capital as may be reasonably necessary to enable the Servicer to conduct any matters relating to the Servicer's assets, any Collateral Debt Obligations and/or the CLO transactions; (x) ancillary services, including but not limited to assistance and advice on all things ancillary or incidental to the foregoing; and (xi) assistance and advice relating to such other services in connection with the day-to-day business of the Servicer as the Servicer and the Shared Service Provider may from time to time agree. The Servicer and the Shared Service Provider may delegate certain of these administrative duties to a third-party service provider in accordance with the Shared Services Agreement.

In consideration for the performance by the Shared Service Provider of its obligations under the Shared Services Agreement, the Shared Service Provider is entitled to receive a fee from the Servicer (the "**Shared Service Provider Fee**"). The Shared Service Provider Fee will include 100% of the Servicing Fees (net of any rebates) which the Servicer is entitled to receive under the Priority of Payments (which percentage may be adjusted from time to time pursuant to the Shared Services Agreement at the mutual agreement of the Servicer and the Shared Service Provider). The Issuer will not be a party to the Shared Services Agreement and, accordingly, neither the Shared Service Provider nor any Shared Personnel will owe any duty, fiduciary or otherwise, to the Issuer.

The Servicer will indemnify the Shared Service Providers in accordance with the indemnification provisions of the Shared Services Agreement.

DESCRIPTION OF THE COLLATERAL ADMINISTRATOR

The information appearing in this section has been prepared by the Collateral Administrator and has not been independently verified by the Issuer, the Placement Agent or any other party. None of the Placement Agent or any other party other than the Collateral Administrator assumes any responsibility for the accuracy or completeness of such information.

General

Virtus Group LP ("**Virtus**"), is a limited partnership incorporated under the laws of Texas and having its operating office at 25 Canada Square, London, E14 5LQ.

On 2 January 2020, FIS acquired a majority interest in Virtus. Virtus from FIS connects the full lending value chain across the buy and sell sides, with full asset class coverage and unmatched expertise in the credit market to help clients quickly add new funds and grow assets under management (AUM).

Virtus from FIS provides fixed income collateral administration services and data on structured and non-structured transactions across a broad spectrum of investment vehicles, including collateralised loan obligations (CLOs), Total Returns Swap (TRS), hedge and private equity funds and separately managed accounts. Virtus also provides solutions for fixed income asset managers looking to outsource their Middle Office requirements.

FIS is a leading provider of technology solutions for merchants, banks and capital markets firms globally. Headquartered in Jacksonville, Florida, FIS is a Fortune 500® company and is a member of Standard & Poor's 500® Index.

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Servicing Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 days' prior written notice; or (b) with cause upon at least 10 days' prior written notice in each case by the Issuer at its discretion or the Trustee acting upon the written directions of the holders of the Subordinated Notes acting by way of Extraordinary Resolution and subject to the Trustee being secured and/or indemnified and/or prefunded to its satisfaction. In addition the Collateral Administrator may also resign its appointment without cause on at least 45 days' prior written notice and with cause upon at least 10 days' prior written notice to the Issuer, the Trustee and the Servicer. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Servicing Agreement.

HEDGING ARRANGEMENTS

The following section consists of a summary of certain provisions which, pursuant to the Servicing Agreement, are required to be contained in each Hedge Agreement and/or Hedge Transaction. Such summary does not purport to be complete and is qualified by reference to the detailed provisions of each Hedge Agreement and Hedge Transaction. The terms of a Hedge Agreement or Hedge Transaction may differ from the description provided herein, subject to receipt of Rating Agency Confirmation in respect thereof or without Rating Agency Confirmation if such Hedge Transaction constitutes a Form Approved Hedge.

Hedge Agreements

The Issuer (or the Servicer on behalf of the Issuer) may purchase Non-Euro Obligations provided that the Servicer, on behalf of the Issuer, for any Non-Euro Obligation, enters into a Currency Hedge Transaction with a Currency Hedge Counterparty no later than: (i) if such Non-Euro Obligation is denominated in a Qualified Unhedged Currency and acquired in the Primary Market, within 180 calendar days of the settlement date of acquisition thereof; and (ii) otherwise, the settlement date thereof, pursuant to the terms of which the initial principal exchange is made in connection with funding the Issuer's acquisition of the related Non-Euro Obligation and the final and, if applicable, interim principal exchanges are made to convert the principal proceeds received in respect thereof at maturity and prior to maturity, respectively and coupon exchanges are made at the exchange rate specified for such transaction.

Subject to the satisfaction of the Hedging Condition, the Issuer (or the Servicer on its behalf) may enter into transactions documented under a 1992 Master Agreement (Multicurrency – Cross Border) or 2002 Master Agreement, in each case, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") or such other form published by ISDA. Each Hedge Transaction will be evidenced by a confirmation entered into pursuant to a Hedge Agreement.

Each Hedge Transaction will be for the purposes of:

(a) in the case of an Interest Rate Hedge Transaction, hedging any interest rate mismatch between the Rated Notes and the Collateral Debt Obligations; and

(b) in the case of a Currency Hedge Transaction, exchanging payments of principal, interest and other amounts in respect of any Non-Euro Obligation for amounts denominated in Euros at the Currency Hedge Transaction Exchange Rate,

in each case subject to receipt of Rating Agency Confirmation in respect thereof (save in the case of a Form Approved Hedge) and provided that the Hedge Counterparty satisfies the applicable Rating Requirement upon the date of entry into such Hedge Transaction (taking into account any relevant guarantor thereof) and any applicable regulatory capacity to enter into derivatives transactions with Irish residents. If, following the receipt of Rating Agency Confirmation in respect of a Hedge Transaction or approval from the Rating Agencies of a Form Approved Hedge, but prior to entry by the Issuer (or the Servicer on its behalf) into such Hedge Transaction or a Hedge Transaction constituting a Form Approved Hedge, as applicable, the relevant S&P or Fitch counterparty criteria change and S&P and/or Fitch notify the Issuer or the Servicer that a previously given Rating Agency Confirmation or approval has been withdrawn, the Servicer (on behalf of the Issuer) will be required to seek a further Rating Agency Confirmation or approval, as applicable, in respect of any subsequent Hedge Transactions documented thereby.

For the avoidance of doubt, the ability of the Issuer or the Servicer on its behalf to enter into any Currency Hedge Transactions, and therefore the ability of the Issuer or the Servicer on its behalf to acquire Non-Euro Obligations, was subject to the satisfaction of the Hedging Condition.

Replacement Hedge Transactions

Currency Hedge Transactions

In the event that any Currency Hedge Transaction terminates in whole at any time in circumstances in which the applicable Currency Hedge Counterparty is the Defaulting Hedge Counterparty, the Issuer (or the Servicer on its behalf) shall use commercially reasonable endeavours to enter into a replacement Currency Hedge Transaction within 30 calendar days of the termination thereof with another counterparty in compliance with the applicable

Rating Requirement and which has the Irish regulatory capacity to enter into derivatives transactions with the Irish residents.

Interest Rate Hedge Transactions

In the event that any Interest Rate Hedge Transaction terminates in whole at any time in circumstances in which the applicable Interest Rate Hedge Counterparty is the Defaulting Hedge Counterparty, the Issuer (or the Servicer on its behalf) shall use commercially reasonable endeavours to enter into a replacement Interest Rate Hedge Transaction within 30 calendar days of the termination thereof with another counterparty in compliance with the applicable Rating Requirement and which has the Irish regulatory capacity to enter into derivatives transactions with Irish residents.

Standard Terms of Currency Hedge Transactions

Any Currency Hedge Transaction shall contain the following terms (provided that the Issuer may enter into Currency Hedge Transactions on different terms than those set forth below, subject to receipt of Rating Agency Confirmation in respect thereof or without Rating Agency Confirmation if such Currency Hedge Transactions constitute Form Approved Hedges):

(a) on the effective date of entry into such transaction, the Issuer pays to the Currency Hedge Counterparty an initial exchange amount in Euros equal to the purchase price of such Non-Euro Obligation, converted into Euros at the Currency Hedge Transaction Exchange Rate in exchange for payment by the Currency Hedge Counterparty of an initial exchange amount in the relevant currency equal to the purchase price of such Non-Euro Obligation;

(b) on the scheduled date of termination of such transaction, which shall be the date falling two Business Days after the date on which the Non-Euro Obligation is scheduled to mature or such later date as otherwise specified in the relevant confirmation, the Issuer pays to the Currency Hedge Counterparty a final exchange amount equal to the amount payable upon maturity of the Non-Euro Obligation in the relevant currency (the "**Proceeds on Maturity**") in exchange for payment by the Currency Hedge Counterparty of a final exchange amount denominated in Euros, such final exchange amount to be an amount equal to the Proceeds on Maturity converted into Euros at the Currency Hedge Transaction Exchange Rate;

(c) two Business Days following the date of each scheduled payment of interest on the related Non-Euro Obligation or such later date as otherwise specified in the relevant confirmation, the Issuer pays to the Currency Hedge Counterparty an amount in the relevant non-Euro currency based on the then outstanding principal amount of the relevant Non-Euro Obligation (the "**Non-Euro Notional Amount**") and the Currency Hedge Counterparty will pay to the Issuer a EURIBOR-linked amount based on the then outstanding principal amount of the related Non-Euro Obligation converted into Euros at the Currency Hedge Transaction Exchange Rate (the "**Euro Notional Amount**"); and

(d) upon the sale of any Non-Euro Obligation, the Currency Hedge Transaction relating thereto shall be terminated on or around the date of such sale in accordance with its terms, resulting in either: (i) the Currency Hedge Counterparty receiving the proceeds of the sale of the Non-Euro Obligation from the Issuer (which shall be funded outside the Priorities of Payment from the Relevant Currency Account) and such Currency Hedge Counterparty returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof) to the Issuer (which shall be credited to the Principal Account); or (ii) the Issuer retaining the proceeds of sale of the Non-Euro Obligation and either receiving a payment from the Currency Hedge Counterparty or making a payment to the Currency Hedge Counterparty out of such sale proceeds in connection with the termination of the Currency Hedge Transaction as required under the applicable Hedge Agreement (any amount so received by the Issuer to be converted into Euros at the Applicable Exchange Rate and paid into the Principal Account in accordance with the Conditions).

The Servicer, acting on behalf of the Issuer, shall convert all amounts received by it in respect of any Non-Euro Obligation which is not the subject of a related Currency Hedge Transaction into Euros promptly upon receipt thereof at the Applicable Exchange Rate and shall procure that such amounts are paid into the Principal Account or the Interest Account, as applicable. The Servicer (on behalf of the Issuer) is also authorised to enter into spot exchange transactions, as necessary, to fund the Issuer's payment obligations under any Currency Hedge Transaction.

All amounts received by the Issuer in respect of Non-Euro Obligations shall be paid into the appropriate Currency Account and all amounts payable by the Issuer under any Currency Hedge Transaction (other than any initial exchange amounts payable in Euros by the Issuer, any Hedge Replacement Payments (in respect of any Currency Hedge Transaction) and any Currency Hedge Issuer Termination Payments save to the extent otherwise provided in Condition 3(j)(x) (*Currency Accounts*)), will be paid out of the appropriate Currency Account, in each case to the extent amounts are available therein.

Without prejudice to the rights of the relevant Currency Hedge Counterparty under the Currency Hedge Agreement, the Issuer shall only be obliged to pay Scheduled Periodic Currency Hedge Issuer Payments to a Currency Hedge Counterparty if and to the extent it actually receives the corresponding amount in respect of the relevant Non-Euro Obligation.

Upon the insolvency of the Issuer and/or the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*), the Currency Hedge Counterparty may, but shall not be obliged to, terminate any or all Currency Hedge Transactions in which case any Currency Hedge Issuer Termination Payment would be paid (following acceleration of the Notes) in accordance with Condition 10(b) (*Acceleration*) and the Post-Acceleration Priority of Payments.

Standard Terms of Hedge Agreements

Each Hedge Agreement entered into by or on behalf of the Issuer shall contain the following standard provisions, save to the extent that any change thereto is agreed by the applicable Hedge Counterparty and subject to receipt of Rating Agency Confirmation in respect thereof or such Hedge Agreement being a Form Approved Hedge.

Gross up

Under each Hedge Agreement the Issuer will not be obliged to gross up any payments thereunder, however the applicable Hedge Counterparty may in certain circumstances be obliged to gross up a payment thereunder in the event of any withholding or deduction for or on account of Tax required to be paid on such payments provided that any withholding or deduction for or on account of FATCA may be excluded from such gross-up obligations. Any such event may however result in a "Tax Event" which is a "Termination Event" for the purposes of the relevant Hedge Agreement. In the event of the occurrence of a Tax Event (as defined in such Hedge Agreement), each Hedge Agreement will include provision for the relevant Affected Party (as defined therein) to use reasonable endeavours to: (i) (in the case of the Hedge Counterparty) arrange for a transfer of all of its interests and obligations under the Hedge Agreement and all Transactions (as defined in the Hedge Agreement) thereunder to an Affiliate that is incorporated in another jurisdiction so as to avoid the requirement to withhold or deduct for or on account of Tax; or (ii) (in the case of the Issuer) if a substitute principal obligor under the Notes has been substituted for the Issuer in accordance with Condition 9 (*Taxation*), arrange for a transfer of all of its interest and obligations under the Hedge Agreement and all Transactions thereunder to that substitute principal obligor so as to avoid the requirement to withhold or deduct for or on account of Tax subject to satisfaction of the conditions specified therein (including receipt of Rating Agency Confirmation).

Limited Recourse and Non-Petition

The obligations of the Issuer under each Hedge Agreement will be limited to the proceeds of enforcement of the Collateral as applied in accordance with the Priorities of Payment set out in Condition 3(c) (*Priorities of Payment*); provided that any Counterparty Downgrade Collateral standing to the credit of a Counterparty Downgrade Collateral Account shall be applied and delivered by the Issuer (or by the Servicer on its behalf) in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*). The Issuer will have the benefit of non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse*).

Termination Provisions

Each Hedge Agreement may terminate by its terms, whether or not the Notes have been paid in full prior to such termination, upon the earlier to occur of certain events, including but not limited to:

(a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the related Hedge Counterparty;

(b) failure on the part of the Issuer or the related Hedge Counterparty to make any payment under the applicable Hedge Agreement after taking into account the applicable grace period;

(c) a change in law making it illegal for either the Issuer or the related Hedge Counterparty to be a party to, or perform its obligations under, the applicable Hedge Agreement;

(d) in certain circumstances, upon a regulatory change or change in the regulatory status of the Issuer, as further described in the relevant Hedge Agreement;

(e) any amendment to any provisions of the Transaction Documents without the written consent of the Hedge Counterparty which has a material adverse effect on its rights or obligations thereunder, subject to the terms of the relevant Hedge Agreement;

(f) failure by a Hedge Counterparty to comply with the requirements of the Rating Agencies in the event that it (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement;

(g) upon the early redemption in full or acceleration of the Notes; and

(h) any other event as specified in the relevant Hedge Agreement.

A termination of a Hedge Agreement or a Hedge Transaction does not constitute an Event of Default under the Notes though the repayment in full of the Notes may be an additional termination event under a Hedge Agreement or a Hedge Transaction.

A Hedge Agreement may also contain provisions which allow a Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of certain credit events or restructurings related to the underlying Non-Euro Obligation. These events could potentially be triggered in circumstances where the related Collateral Debt Obligation would not constitute a Defaulted Obligation.

Upon the occurrence of any Event of Default or Termination Event (each as defined in the applicable Hedge Agreement), a Hedge Agreement may be terminated by the Hedge Counterparty or the Issuer (or the Servicer on its behalf) in accordance with the detailed provisions thereof and a lump sum (the "**Termination Payment**") may become payable by the Issuer to the applicable Hedge Counterparty or vice versa. Such Termination Payment will be determined by the applicable Hedge Counterparty and/or Issuer (or the Servicer on its behalf) by reference to market quotations obtained in respect of the entry into replacement swap(s) on the same terms as that terminated, any loss suffered by a party or as otherwise described in the applicable Hedge Agreement.

Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivative transaction represented by the Hedge Transactions in the event that the Hedge Counterparty (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement. Such provisions may include a requirement that a Hedge Counterparty must post collateral or transfer the Hedge Agreement to another entity meeting the applicable Rating Requirement or procure that a guarantor meeting the applicable Rating Requirement guarantees its obligations under the Hedge Agreement or take other actions subject to Rating Agency Confirmation.

Transfer and Modification

The Servicer, acting on behalf of the Issuer, may not modify any Hedge Transaction or Hedge Agreement without Rating Agency Confirmation in relation to such modification, save to the extent that it would constitute a Form Approved Hedge following such modification. A Hedge Counterparty may transfer its rights and obligations under a Hedge Agreement to any institution which (or whose credit support provider (as defined in the applicable Hedge Agreement)) satisfies the applicable Rating Requirement and provided that such institution has the regulatory capacity to enter into derivatives transactions with Irish residents.

Any of the requirements set out herein may be modified in order to meet any new or additional requirements of any Rating Agency then rating any Class of Notes.

Governing Law

Each Hedge Agreement together with each Hedge Transaction thereunder, in each case including any non-contractual obligations arising out of or in relation thereto, will be governed by, and construed in accordance with, the laws of England.

Reporting of Specified Hedging Data

The Servicer, on behalf of the Issuer, may from time to time enter into agreements (each a "**Reporting Delegation Agreement**") in a form approved by the Rating Agencies for the delegation of certain derivative reporting obligations to one or more Hedge Counterparties or third parties (each, in such capacity, a "**Reporting Delegate**").

DESCRIPTION OF THE REPORTS

Terms used and not otherwise defined herein or in this Offering Circular as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*) of the Conditions

Monthly Reports

The Collateral Administrator, not later than the fifth Business Day after the tenth calendar day (or if such day is not a Business Day, the immediately following Business Day) of each month (save in respect of any month for which a Payment Date Report has been prepared) commencing in November 2020 on behalf, and at the expense, of the Issuer and in consultation with the Servicer, shall compile a monthly report (the "**Monthly Report**"), which shall contain, without limitation, the information set out below with respect to the Portfolio (and shall include a version in excel or CSV format), determined by the Collateral Administrator as at the tenth calendar day of each month (or if such day is not a Business Day, the immediately following Business Day) in consultation with the Servicer made available via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder (vi) a Hedge Counterparty, (vii) a Rating Agency or (viii) a Noteholder.

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations and Eligible Investments representing Principal Proceeds;

(b) the Aggregate Collateral Balance of the Collateral Debt Obligations;

(c) the Adjusted Collateral Principal Amount of the Collateral Debt Obligations;

(d) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation, its Principal Balance, LoanX ID, CUSIP number, common code and International Securities Identification Number ("**ISIN**") or identification thereof, annual interest rate or spread (and EURIBOR floor if any), facility, Collateral Debt Obligation Stated Maturity, Obligor, the Domicile of the Obligor, Fitch Rating, S&P Rating and any other public rating (other than any confidential credit estimate), its Fitch industry classification, S&P Recovery Rate and Fitch Recovery Rate;

(e) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation, whether such Collateral Debt Obligation is a Senior Secured Loan, Senior Secured Bond, Unsecured Senior Loan, Unsecured Senior Bond, Second Lien Loan, Mezzanine Obligation or High Yield Bond, Fixed Rate Collateral Debt Obligation, Corporate Rescue Loan, PIK Security, Current Pay Obligation, Semi-Annual Obligation, Step-Up Coupon Security, Step-Down Coupon Security, Annual Obligation, Revolving Obligation, Delayed Drawdown Collateral Debt Obligation, Bridge Loan, Cov-Lite Loan or Deferring Security Discount Obligation;

(f) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Enhancement Obligation and Exchanged Security (to the extent applicable), its Principal Balance, face amount, annual interest rate, Collateral Debt Obligation Stated Maturity and Obligor, details of the type of instrument it represents and details of any amounts payable thereunder or other rights accruing pursuant thereto;

(g) subject to any confidentiality obligations binding on the Issuer, the number, identity and, if applicable, Principal Balance of, respectively, any Collateral Debt Obligations, Collateral Enhancement Obligations or Exchanged Securities that were released for sale or other disposition (specifying the reason for such sale or other disposition), the Aggregate Principal Balances of Collateral Debt Obligations released for sale or other disposition at the Servicer's discretion (expressed as a percentage of the Adjusted Collateral Principal Amount and measured at the date of determination of the last Monthly Report) and the sale price thereof and identity of any of the purchasers thereof;

(h) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Defaulted Obligation or Deferring Security or in respect of which an Exchanged Security has been received since the date of determination of the last Monthly Report and the identity and Principal Balance of each S&P CCC Obligation, Fitch CCC Obligation and Current Pay Obligation;

(i) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Restructured Obligation and its Obligor, as well as, where applicable, the name of the Obligor prior to the restructuring and the Obligor's new name after the Restructuring Date;

(j) the Aggregate Principal Balance of Collateral Debt Obligations which were upgraded or downgraded since the most recent Monthly Report and of which the Collateral Administrator or the Servicer has actual knowledge;

(k) the approximate Market Value of, respectively, the Collateral Debt Obligations and the Collateral Enhancement Obligations;

(l) the Aggregate Principal Balance of Collateral Debt Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record;

(m) confirmation whether the Collateral Administrator has been provided with notice by the Issuer or the Servicer (on behalf of the Issuer) of whether the Trading Requirements have ceased to apply as a result of the Issuer or the Servicer (on behalf of the Issuer) having elected by notice to the Trustee and the Noteholders to rely solely on the exemption provided by Section 3(c)(7) of the Investment Company Act and no longer rely on the exemption from the Investment Company Act provided by Rule 3a-7;

(n) at the discretion of the Servicer, a commentary provided by the Servicer with respect to the Portfolio; and

(o) the identity of the Account Bank and any Hedge Counterparties.

Accounts

(a) the Balances standing to the credit of each of the Accounts;

(b) the purchase price, principal amount, redemption price, annual interest rate, maturity date and Obligor under each Eligible Investment purchased from funds in the Accounts; and

(c) amounts paid to the Collateral Enhancement Account since the date of determination of the last Monthly Report.

Contributions

Details of any Contributions received from a Noteholder and credited to the Contribution Account since the date of determination of the last Monthly Report.

Hedge Transactions

(a) the outstanding notional amount of each Hedge Transaction and the current rate of EURIBOR;

(b) the amount scheduled to be received and paid by the Issuer pursuant to each Hedge Transaction on or before the next Payment Date;

(c) the then current S&P rating and, if applicable, Fitch rating in respect of each Hedge Counterparty and whether such Hedge Counterparty satisfies the Rating Requirements; and

(d) in relation to each Hedge Transaction, details of any collateral postings during the related Due Period, for so long as the transitional provisions of Article 43(8) of the Securitisation Regulation apply.

Coverage Tests

(a) a statement as to whether each of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test and the Class F Par Value Test is satisfied and details of the relevant Par Value Ratios;

(b) a statement as to whether each of the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test is satisfied and details of the relevant Interest Coverage Ratios; and

(c) a statement identifying any Collateral Debt Obligation in respect of which the Servicer has made its own determination of "Market Value" (pursuant to the definition thereof) for the purposes of any of the Coverage Tests.

Collateral Quality Characteristics

(a) details of each of the Collateral Quality Characteristics (as defined in Annex D (*Collateral Quality Characteristics*) to this Offering Circular) of the Portfolio measured as at the applicable Determination Date with reference to the provisions set out under the heading "Definitions" below.

Collateral Characteristics

(a) details of each of the Collateral Characteristics (as defined in Annex E (*Collateral Characteristics*) to this Offering Circular) of the Portfolio measured as at the applicable Determination Date with reference to the provisions set out under the heading "Definitions" below.

Frequency Switch Event

A statement indicating whether a Frequency Switch Event has occurred during the relevant Due Period (and in the case of a Frequency Switch Event occurring under paragraph (b) of the definition thereof, to the extent notice of the occurrence of such Frequency Switch Event has been received by the Collateral Administrator from the Servicer in accordance with the Conditions).

Risk Retention

Confirmation that the Collateral Administrator has received written confirmation from the Retention Holder that:

(a) it continues to retain the Retention Notes in accordance with the Risk Retention Letter;

(b) it has not sold, hedged or otherwise mitigated its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements;

(c) of the calculation of 5 per cent. of the Aggregate Collateral Balance as of the most recent Determination Date for the purposes of determining whether a Retention Deficiency has occurred; and

(d) as to whether, since the previous Payment Date, an actual or potential Retention Deficiency has prevented the Servicer from instructing transfers of funds to the Principal Account in accordance with the Conditions.

Contact Details

The contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Servicer on its behalf)) and the Collateral Administrator.

Each report shall contain the Legal Entity Identifiers ("**LEIs**") of the Issuer and the Servicer and shall list the ISINs and common codes of the Notes, in each case as notified to the Collateral Administrator.

Payment Date Report

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Servicer, shall compile a report (the "**Payment Date Report**"), prepared and determined as of each Determination Date, and made available not later than the Business Day preceding the related Payment Date (which shall contain, without limitation, the information set out below with respect to the Portfolio (and shall include a version in excel or CSV format)) via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder (vi) a Hedge Counterparty, (vii) a Rating Agency or (viii) a Noteholder.

Upon issue of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify Euronext Dublin of the Principal Amount Outstanding of each Class of Notes after giving effect to the principal payments, if any, on the next Payment Date. Subject as provided below, the Payment Date Report shall contain the following information:

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations as of the close of business on such Determination Date, after giving effect to: (A) Principal Proceeds received on the Collateral Debt Obligations with respect to the related Due Period; and (B) the disposal of any Collateral Debt Obligations during such Due Period;

(b) subject to any confidentiality obligations binding on the Issuer, a list of, respectively, the Collateral Debt Obligations and Collateral Enhancement Obligations indicating the Principal Balance and Obligor of each; and

(c) the information required pursuant to "*Monthly Reports – Portfolio*" above.

Notes

(a) the Principal Amount Outstanding of the Notes of each Class and such aggregate amount as a percentage of the original aggregate Principal Amount Outstanding of the Notes of such Class at the beginning of the Accrual Period, the amount of principal payments to be made on the Notes of each Class on the related Payment Date, and the aggregate amount of the Notes of each Class Outstanding and such aggregate amount as a percentage of the original aggregate amount of the Notes of such Class Outstanding after giving effect to the principal payments, if any, on the next Payment Date;

(b) the interest payable in respect of each Class of Notes (as applicable), including the amount of any Deferred Interest payable on the related Payment Date (in the aggregate and by Class);

(c) the Interest Amount payable in respect of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, on the next Payment Date; and

(d) EURIBOR for the related Due Period and the Floating Rate of Interest applicable to each Class of Rated Notes during the related Due Period.

Payment Date Payments

(a) the amounts payable pursuant to the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments, the Collateral Enhancement Obligations Proceeds Priority of Payments and the Post-Acceleration Priority of Payments;

(b) the Trustee Fees and Expenses, the amount of any Servicing Fees and Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and

(c) any Defaulted Currency Hedge Termination Payments and any Defaulted Interest Rate Hedge Termination Payments.

Accounts

(a) the Balance standing to the credit of the Interest Account at the end of the related Due Period;

(b) the Balance standing to the credit of the Principal Account at the end of the related Due Period;

(c) the Balance standing to the credit of the Interest Account immediately after all payments and deposits to be made on the next Payment Date;

(d) the Balance standing to the credit of the Principal Account immediately after all payments and deposits to be made on the next Payment Date;

(e) the amounts payable from the Interest Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;

(f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;

(g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payment on such Payment Date, together with details of whether such amounts constitute Interest Proceeds or Principal Proceeds;

(h) the Balance standing to the credit of each of the other Accounts at the end of the related Due Period;

(i) the purchase price, principal amount, redemption price, annual interest rate, maturity date of and Obligor of each Eligible Investment purchased from funds in the Accounts;

(j) the Principal Proceeds received during the related Due Period;

(k) the Interest Proceeds received during the related Due Period; and

(l) the Collateral Enhancement Obligation Proceeds received during the related Due Period.

Contributions

Details of any Contributions received from a Noteholder and credited to the Contribution Account since the date of determination of the last Payment Date Report.

Coverage Tests

The information required pursuant to "*Monthly Reports – Coverage Tests*" above.

Hedge Transactions

The information required pursuant to "*Monthly Reports – Hedge Transactions*" above.

Frequency Switch Event

The information required pursuant to "*Monthly Reports – Frequency Switch Event*" above.

Risk Retention

The information required pursuant to "*Monthly Reports – Risk Retention*" above.

Contact Details

The contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Servicer on its behalf)) and the Collateral Administrator.

Each report shall contain the Legal Entity Identifiers ("**LEIs**") of the Issuer and the Servicer and shall list the ISINs and common codes of the Notes, in each case as notified to the Collateral Administrator.

Transparency Report

Each Transparency Report will be made available when required under the EU Transparency Requirements via a website currently located at http://sf.citidirect.com (or such other website as may be notified in writing by the Collateral Administrator, to the Issuer, the Placement Agent, the Trustee, each Hedge Counterparty, the Servicer, the Retention Holder, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in the Servicing Agreement (or such other form as may be agreed between the Issuer, the Servicer and the Collateral Administrator from time to time) which certification may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Placement Agent, (iii) the Trustee, (iv) the Servicer, (v) the Retention Holder, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes. In addition, for so long as any of the Notes are Outstanding, the Transparency Report will be available for inspection at the offices of, and copies thereof may be obtained free of charge upon request from, the Issuer.

The Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (other than the Issuer) and including for their use and/or onward disclosure of such information, reports or documentation, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

Definitions

Aggregate Principal Balance

For the purpose of calculating the Aggregate Principal Balance for the purposes of:

(a) the Collateral Quality Characteristics, the Principal Balance of each Defaulted Obligation shall be excluded; and

(b) the Collateral Characteristics, the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value.

Collateral Debt Obligations

Each Collateral Debt Obligation in respect of which the Servicer on behalf of the Issuer has entered into a binding commitment to sell, but in respect of which such sale has not yet settled, shall be excluded from being Collateral Debt Obligations solely for the purpose of the calculation of the Collateral Characteristics and the Collateral Quality Characteristics at any time as if such sale had been completed.

Principal Balance

For the purposes of the Collateral Quality Characteristics only, the Principal Balance of a Defaulted Obligation shall be zero.

For the purposes of the Collateral Quality Characteristics and the Collateral Characteristics, if the Issuer commits to purchase a Collateral Debt Obligation as part of a primary issuance, and the Servicer certifies that the closing of such Collateral Debt Obligation is contingent on the repayment of an existing Collateral Debt Obligation currently held by the Issuer, then, until the settlement of the new Collateral Debt Obligation, any overlapping principal amount between the existing Collateral Debt Obligation that is due to be repaid upon such settlement date and the new Collateral Debt Obligation will be excluded from the Principal Balance of the existing Collateral Debt Obligation.

Miscellaneous

Each report shall state that each of the defined terms set out in Condition 1 (*Definitions*), which are set out in full in the Offering Circular and the Trust Deed, are incorporated by reference into the Reports together with the definitions of any technical terms which are used in the Reports and not so defined in the Offering Circular or Trust Deed (as provided to the Collateral Administrator by the Issuer (or the Servicer on its behalf)).

Each report shall state that it is for the purposes of information only, that certain information included in the report is estimated, approximated or projected and that it is provided without any representations or warranties as to the accuracy or completeness thereof and that none of the Collateral Administrator, the Trustee, the Issuer or the Servicer will have any liability for estimates, approximations or projections contained therein.

It is not intended that the Reports will be made available in any format other than specified herein, save in limited circumstances with the Collateral Administrator's agreement. The Collateral Administrator's website does not form part of the information provided for the purposes of this Offering Circular and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to such website and persons wishing to access such website may be required to certify that they are Noteholders or otherwise entitled to access such website.

In addition, the Collateral Administrator shall provide the Issuer with such other information and in such a format relating to the Portfolio as the Issuer may reasonably request and which is in the possession of the Collateral Administrator, in order for the Issuer to satisfy its obligation to make certain filings of information with the Central Bank and in respect of the preparation of its financial statements and tax returns.

TAX CONSIDERATIONS

1 GENERAL

Purchasers of Notes may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Note.

Potential purchasers are wholly responsible for determining their own tax position in respect of the Notes. Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any Note should consult their own tax advisers. In particular, no representation is made as to the manner in which payments under the notes would be characterised by any relevant taxing authority. Potential investors should be aware that the relevant fiscal rules or their interpretation may change, possibly with retrospective effect, and that this summary is not exhaustive. This summary does not constitute legal or tax advice or a guarantee to any potential investor of the tax consequences of investing in the Notes.

2 IRISH TAXATION

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposition of the Notes. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes. The summary relates only to the position of persons who are the absolute beneficial owners of the Notes and may not apply to certain other classes of persons such as dealers in securities.

The summary is based upon Irish tax laws and the practice of the Irish Revenue Commissioners as in effect on the date of this Offering Circular, which are subject to prospective or retroactive change. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their own advisors as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Notes including, in particular, the effect of any state or local tax laws.

2.1 Income Tax

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish taxation on a self-assessment basis and there is no requirement for the Irish Revenue Commissioners to issue or raise an assessment.

A Note issued by the Issuer may be regarded as property situate in Ireland (and hence Irish source income) on the grounds that a debt is deemed to be situate where the debtor resides. However, the interest earned on such Notes is exempt from income tax if paid to a person who is not a resident of Ireland and who for the purposes of Section 198 of the Taxes Consolidation Act 1997 (as amended) ("**TCA 1997**") is regarded as being a resident of a relevant territory. A relevant territory for this purpose is a member state of the European Communities (other than Ireland) or not being such a member state a territory with which Ireland has entered into a double tax treaty that has the force of law or, on completion of the necessary procedures, will have the force of law and such double tax treaty contains an article dealing with interest or income from debt claims. A list of the countries with which Ireland has entered into a double tax treaty is available on www.revenue.ie.

Relief from Irish income tax may also be available under other exemptions contained in Irish tax legislation or under the specific provisions of a double tax treaty between Ireland and the country of residence of the holder of the Notes.

If the above exemptions do not apply it is understood that there is a long standing unpublished practice whereby no action will be taken to pursue any liability to such Irish tax in respect of persons who are regarded as not being resident in Ireland except where such persons:

(a) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or

(b) seek to claim relief and / or repayment of tax deducted at source in respect of taxed income from Irish sources; or

(c) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.

There can be no assurance that this practice will continue to apply.

2.2 Withholding Taxes

In general, withholding tax (currently at the rate of 20.0 per cent.) must be deducted from interest payments made by an Irish company such as the Issuer. The Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note so long as the interest paid on the relevant Note falls within one of the following categories:

1. *Interest paid on a quoted Eurobond***:**

The Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note where**:**

(a) the Notes are quoted Eurobonds i.e. securities which are issued by a company (such as the Issuer), which are listed on a recognised stock exchange (such as the Global Exchange Market of Euronext Dublin) and which carry a right to interest; and

(b) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

(i) the Notes are held in a clearing system recognised by the Irish Revenue Commissioners; (Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or

(ii) the person who is the beneficial owner of the Notes and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form; and

(c) one of the following conditions is satisfied:

(i) the Noteholder is resident for tax purposes in Ireland; or

(ii) the Noteholder is subject, without any reduction computed by reference to the amount of such interest, premium or other distribution, to a tax in a relevant territory which generally applies to profits, income or gains received in that territory, by persons, from sources outside that territory; or

(iii) the Noteholder is not a company which, directly or indirectly, controls the Issuer, is controlled by the Issuer, or is controlled by a third company which also directly or indirectly controls the Issuer, and neither the Noteholder, nor any person connected with the Noteholder, is a person or persons:

(A) from whom the Issuer has acquired assets;

(B) to whom the Issuer has made loans or advances;

(C) to whom loans or advances held by the Issuer were made; or

(D) with whom the Issuer has entered into a swap agreement,

where the aggregate value of such assets, loans, advances or swap agreements represents not less than 75 per cent. of the assets of the Issuer (such a person falling within this category of person being a specified person);

As regards the definition of specified person, a person will be deemed to have control of the Issuer where they have the power to secure that the affairs of the Issuer are conducted in accordance with their wishes. No Noteholder should have such power merely by being a Noteholder. The Finance Act 2019 has extended the definition of control. A person who has the ability to participate in the financial and operating decisions of the Issuer will be deemed to "control" the Issuer where they also hold over 20% of the principal value of, or 20% of the interest payable in respect of, any Notes which carry a results dependent return or a return which is not a commercially reasonable amount. Where interest is affected by these rules, it is treated as a distribution which is not deductible for tax purposes and thus will, form part of the taxable profits of the Issuer. It may also be subject to withholding tax, subject to any available exemptions.

or

(iv) at the time of issue of the Notes, the Issuer was not in possession, or aware, of any information which could reasonably be taken to indicate that the interest, premium or other distribution payable pursuant to the Notes would not be subject, without any reduction computed by reference to the amount of such interest, to a tax in a relevant territory which generally applies to profits, income or gains received in that territory from sources outside that territory.

where the term:

"**relevant territory**" means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty ("**Relevant Territory**"); and

"**swap agreement**" means any agreement, arrangement or understanding that—

I. provides for the exchange, on a fixed or contingent basis, of one or more payments based on the value, rate or amount of one or more interest or other rates, currencies, commodities, securities, instruments of indebtedness, indices, quantitative measures, or other financial or economic interests or property of any kind, or any interest therein or based on the value thereof, and

II. transfers to a person who is a party to the agreement, arrangement or understanding or to a person connected with that person, in whole or in part, the financial risk associated with a future change in any such value, rate or amount without also conveying a current or future direct or indirect ownership interest in an asset (including any enterprise or investment pool) or liability that incorporates the financial risk so transferred.

Thus, so long as the Notes continue to be quoted on the Global Exchange Market of Euronext Dublin, are held in Euroclear and/or Clearstream, Luxembourg, and one of the conditions set out in paragraph 1(c) above is met, interest on the Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland and one of the conditions set out in paragraph 1(c) above is met.

2. ***Interest paid by a qualifying company to certain non-residents:***

If, for any reason, the exemption referred to above ceases to apply, interest payments may still be made free of withholding tax provided that:

(a) the Issuer remains a "qualifying company" as defined in Section 110 of the TCA and the Noteholder is a person which is resident in a Relevant Territory, and, where the recipient is a body corporate, the interest is not paid to it in connection with a trade or

business carried on by it in Ireland through a branch or agency. The test of residence is determined by reference to the law of the Relevant Territory in which the Noteholder claims to be resident. The Issuer must be satisfied that the terms of the exemption are satisfied; and

(b) one of the following conditions is satisfied:

(i) the Noteholder is a pension fund, government body or other person (which satisfies paragraph 1(c)(iii) above), which is resident in a Relevant Territory and which, under the laws of that territory, is exempted from tax that corresponds to income tax or corporation tax in Ireland and which generally applies to profits, income or gains in that territory; or

(ii) the interest is subject, without any reduction computed by reference to the amount of such interest, to a tax in a Relevant Territory which corresponds to income tax or corporation tax in Ireland and which generally applies to profits, income or gains received in that territory, by persons, from sources outside that territory.

2.3 Deductibility of Interest

Section 110 (5A) of the TCA applies to qualifying companies which carry on a business of holding, managing or both holding and managing "specified mortgages", units in an IREF or shares in companies deriving their value from Irish land.

A "**specified mortgage**" for this purpose is:

(a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, land in Ireland;

(b) a specified agreement which derives all of its value, or the greater part of its value, directly or indirectly, from land in Ireland or a loan to which paragraph (a) applies. A specified agreement is defined in Section 110 TCA and includes certain derivatives, swaps or similar arrangements. A specified mortgage does not include a specified agreement which derives its value or the greater part of its value from a CLO transaction, a CMBS/RMBS transaction, a loan origination business or a sub-participation transaction (as defined in Section 110 TCA); or

(c) any portion of a security issued by another qualifying company which carries on the business of holding or managing specified mortgages and which carries a right to results dependent or non-commercial interest.

The holding of specified mortgages, (and from 19 October 2017) units in an IREF (within the meaning of Chapter 1B of Part 27 TCA) or shares that derive their value, or greater part of their value from, directly or indirectly land in Ireland is defined as a "specified property business". Where the qualifying company carries on a specified property business in addition to other activities, it must treat the specified property business as a separate business and apportion its expenses on a just and reasonable basis between the separate businesses.

Where the qualifying company has financed itself with loans carrying interest which is dependent on the results of that company's business or interest which represents more than a reasonable commercial return for the use of the principal, or has entered into specified agreements (such as swaps) then the interest or return payable will not be deductible for Irish tax purposes to the extent it exceeds a reasonable commercial return which is not dependent on the results of the qualifying company.

This restriction is subject to a number of exceptions. Transactions which qualify as "CLO transactions" should not be subject to the restrictions described above. A CLO transaction is defined as a securitisation transaction carried out in conformity with:

a) a prospectus, within the meaning of the Prospectus Regulation;

b) listing particulars, where any securities issued by the qualifying company are listed on an exchange, other than the main exchange, of Ireland or a relevant EU member state; or

c) where the securities issued by the qualifying company will not be listed on an exchange in Ireland or a relevant EU member state, legally binding documents;

that

i. may provide for a warehousing period, which means a period not exceeding 3 years during which time the qualifying company is preparing to issue securities; and

ii. provide for investment eligibility criteria that govern the type and quality of assets to be acquired.

Finally, based on the documents referred to in paragraphs (a) to (c) and the activities of the qualifying company, in order for a transaction to be a CLO transaction it must not be reasonable to consider that the main purpose, or one of the main purposes, of the qualifying company was to acquire specified mortgages.

In order to benefit from the exception, the qualifying company must not carry out any activities, other than activities which are incidental or preparatory to the transaction or business of a CLO transaction.

Accordingly, on the basis that this offering circular will constitute "listing particulars" and as the Notes will be listed on the Global Exchange Market of Euronext Dublin (see the "*General Information*" section above) and on the basis that the Issuer does not have as its main purpose, or one of its main purposes, the acquisition of 'specified mortgages' within the meaning of Section 110 TCA, the restrictions on deductibility described above should not apply to this transaction.

2.4 Encashment Tax

In certain circumstances, Irish encashment tax may be required to be withheld at the standard rate (currently at the rate of 20.0 per cent.) from interest on any Note, where such interest is collected by a person in Ireland on behalf of any holder of Notes. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

2.5 Capital Gains Tax

A Noteholder will not be subject to Irish taxes on capital gains provided that such Noteholder is neither resident nor ordinarily resident in Ireland and such Noteholder does not have an enterprise, or an interest in an enterprise, which carries on business in Ireland through a branch or agency or a permanent representative to which or to whom the Notes are attributable.

2.6 Capital Acquisitions Tax

If the Notes are comprised in a gift or inheritance taken from an Irish domiciled, resident or ordinarily resident disponer or if the donee / successor is resident or ordinarily resident in Ireland, or if any of the Notes are regarded as property situate in Ireland, the donee / successor may be liable to Irish capital acquisitions tax. As a result, a donee / successor may be liable to Irish capital acquisitions tax, even though neither the disponer nor the donee / successor may be domiciled, resident or ordinarily resident in Ireland at the relevant time.

2.7 Stamp Duty

For as long as the Issuer is a qualifying company within the meaning of Section 110 TCA 1997, no Irish stamp duty will be payable on either the issue or transfer of the Notes, provided that the money raised by the issue of the Notes is used in the course of the Issuer's business.

2.8 The Common Reporting Standard

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

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**") implements the CRS in a European context and creates a mandatory obligation for all Member States to exchange financial account information in respect of residents in other Member States on an annual basis.

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the CRS and the CRS and (DAC II) have been implemented into Irish law by Sections 891F and 891G of the TCA 1997 and regulations made thereunder with effect from 1 January 2016.

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

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

2.9 EU Mandatory Disclosure Regime

EU Directive 2018/822 (the "**Mandatory Disclosure Directive**") requires the disclosure of certain information regarding "cross-border" arrangements to the taxation authorities of each EU member state (and/or the UK) and, in a redacted form, to the European Commission. The information must be reported by persons who have acted as "intermediaries" in such transactions and, in certain cases, taxpayers themselves. An "intermediary" for these purposes includes any person that has designed, marketed or managed the implementation of a reportable arrangement. Broadly, a transaction/arrangement will be reportable under the Mandatory Disclosure Directive if it involves at least one EU member state (and/or the UK) and it has one or more of the "hallmarks" of a reportable arrangement set out in the Mandatory Disclosure Directive. Information that must be shared by intermediaries in respect of reportable arrangements includes details of any taxpayers to whom that arrangement was made available. The Irish Revenue Commissioners have not yet published guidance in relation to the implementation of the Mandatory Disclosure Directive in Ireland. Under transitional measures contained in the Mandatory Disclosure Directive, transactions commenced after 25 June 2018 (but before 1 July 2020), and which satisfy the conditions to be reportable, were required to be reported to EU member state (and/or the UK) tax authorities by 31 August 2020. However, as a result of the COVID-19 pandemic, the EU Council approved a deferral of the reporting requirements. It is up to individual EU member states to determine

whether to avail of the option to defer. Ireland has chosen to defer reporting. Further to the deferral, in Ireland the reporting deadline for reportable cross-border arrangements implemented between 25 June 2018 and 30 June 2020 is now 28 February 2021 and the 30 day period for arrangements implemented after 1 July 2020 will commence from 1 January 2021.

2.10 Information required from Noteholders

The Issuer will require Noteholders to certify information relating to their status for the purposes of CRS, including their jurisdiction of tax residence, and to provide other forms, documentation and information in relation to their status for the purposes of these tax reporting regimes. The Issuer may be unable to comply with its obligations under CRS if Noteholders do not provide the required certifications and information. Failure to comply with CRS could have a negative impact on the Issuer and the Noteholders.

3 CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

3.1 Introduction

This is a discussion of certain U.S. federal income tax consequences of the acquisition, beneficial, ownership, disposition, and retirement of the Notes. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular holder based on such holder's particular circumstances, nor does it address any aspect of state, local, or non-U.S. tax laws, alternative minimum tax considerations, the net investment income tax or the possible application of U.S. federal gift or estate taxes. In particular, except as expressly set out below, this discussion does not address aspects of U.S. federal income taxation that may be applicable to holders that are subject to special treatment, including holders that:

(a) are financial institutions, insurance companies, dealers or traders in securities that use a mark-to-market method of tax accounting, tax-exempt organisations, real estate investment trusts, regulated investment companies, grantor trusts;

(b) are certain former citizens or long-term residents of the United States;

(c) are partnerships or other entities treated as partnerships for U.S. federal income tax purposes; or

(d) hold Notes as part of a "hedge", "straddle", "conversion", "synthetic security" or "integrated transaction".

This discussion considers only holders that hold Notes as capital assets and U.S. Holders whose functional currency is the U.S. dollar. This discussion is generally limited to the tax consequences to initial holders that purchase Notes upon their initial issuance at their initial issue price (and does not address the potential tax consequences to holders of making a contribution to the Issuer in accordance with Condition 2(n) (*Contributions*)).

For purposes of this discussion, "**U.S. Holder**" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

(i) a citizen or individual resident of the United States for U.S. federal income tax purposes;

(ii) a corporation (or other entity that is treated as a corporation for U.S. federal income tax purposes) created or organised under the laws of the U.S. or any political subdivision thereof or therein;

(iii) an estate the income of which is includable in gross income for U.S. federal income tax purposes regardless of the source; or

(iv) a trust, if (i) such trust validly has elected to be treated as a U.S. person for U.S. federal income tax purposes or if: (ii)(A) a U.S. court can exercise primary supervision over its administration; and (B) one or more U.S. persons have the authority to control all of the substantial decisions of such trust.

The term "**Non-U.S. Holder**" means, for purposes of this discussion, a beneficial owner of the Notes, other than a partnership, that is not a U.S. Holder.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its own tax advisor as to the consequences of the acquisition, ownership, disposition and retirement of the Notes.

This discussion is based upon the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), final, temporary and proposed U.S. Treasury Regulations, and administrative pronouncements and court decisions, each as available and in effect as of the date hereof. All of the foregoing are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion. Furthermore, there are no cases or rulings by the U.S. Internal Revenue Service ("**IRS**") addressing entities similar to the Issuer or securities similar to the Notes. As a result, the IRS might disagree with all or part of the discussion below. No rulings will be requested of the IRS regarding the issues discussed below or the U.S. federal income tax characterisation of the Notes.

Prospective holders should consult their tax advisor concerning the application of U.S. federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdiction, to their particular situation.

3.2 U.S. Federal Tax Treatment of the Issuer

The Issuer will be treated as a foreign corporation for U.S. federal income tax purposes and the Trust Deed will provide that the Issuer agrees not to elect to be treated otherwise for such purposes.

The Issuer intends to operate so as not to be subject to U.S. federal income tax on its net income (including as a result of the manner in which it acquires, holds and disposes of assets). In this regard, upon the issuance of the Notes, Dechert LLP, special U.S. tax counsel to the Issuer, will deliver an opinion generally to the effect that, under current law, although no activity closely comparable to that contemplated by the Issuer has been the subject of any Treasury regulation, revenue ruling or judicial decision, the contemplated activities of the Issuer will not cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes. The opinion of Dechert LLP will assume compliance with the Trust Deed (and certain other documents) and be based upon certain assumptions, covenants and representations regarding restrictions on the future conduct of the activities of the Issuer and the Servicer, including the tax guidelines appended to the Servicing Agreement (the "**U.S. Tax Guidelines**"). The Issuer intends to conduct its business in accordance with the assumptions, representations and agreements upon which the opinion of Dechert LLP is based, and the Servicer has generally undertaken to comply with the U.S. Tax Guidelines. In complying with such assumptions, representations, and agreements, however, the Issuer (or the Servicer acting on its behalf) is permitted to take certain actions that would otherwise be prohibited under the U.S. Tax Guidelines if it obtains written advice from Dechert LLP or an opinion of other tax counsel of nationally recognised standing in the United States experienced in such matters that the departure will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. The opinion of Dechert LLP will not address any such actions. In addition, the relevant law is subject to change and modification after the date that the foregoing opinion is rendered, but the Servicer is not obligated to monitor (and conform the Issuer's activities in order to comply with) changes in law. Accordingly, any such changes could adversely affect whether the Issuer is treated as engaged in a trade or business within the United States. Further, the Issuer may, for certain specified purposes, supplement or amend the Trust Deed, which may be effected without the consent of any Holders, and no assurance can be given that such supplement or amendment will not affect whether the Issuer is treated as engaged in a trade or business within the United States. The opinion of Dechert LLP will be based on the documents as of the Issue Date, and accordingly, will not address any potential U.S. federal income tax consequences of any supplemental indenture. The opinion of Dechert LLP and any such other advice or opinions are not binding on the IRS or the courts, and no ruling will be sought from the IRS regarding this, or any other, aspect of the U.S. federal income tax treatment of the Issuer. Accordingly, in the absence of authority on point, the U.S. federal income tax treatment of the Issuer is not entirely free from doubt, and there can be no assurance that positions contrary to those stated in the opinion of Dechert LLP or any such other advice or opinions may not be asserted successfully by the IRS.

If it were determined that the Issuer is engaged in a trade or business in the U.S. for U.S. federal income tax purposes, and the Issuer had taxable income that is effectively connected with such U.S. trade or business, the Issuer would be subject under the Code to the regular U.S. corporate income tax on its effectively connected taxable income (computed possibly without any allowance for deductions), and possibly to a 30.0 per cent. branch profits tax and state and local taxes. The imposition of such a tax liability could materially adversely affect the Issuer's ability to make payments on the Notes. The balance of this summary assumes that the Issuer is not subject to U.S. federal income tax on its net income.

3.3 U.S. Characterisation and U.S. Federal Income Tax Treatment of the Rated Notes

Upon the issuance of the Notes, Paul Hastings LLP will deliver an opinion generally to the effect that under current law, assuming compliance with the Transaction Documents, and based on certain assumptions and factual representations made by the Issuer and/or the Servicer, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated, and the Class E Notes should be treated as debt of the Issuer for U.S. federal income tax purposes. No opinion will be given in respect of the Class F Notes, although the Issuer intends to treat the Class F Notes as debt of the Issuer for U.S. federal income tax purposes.

The Issuer has agreed and, by its acceptance of a Rated Note, each holder of a Rated Note (or any interest therein) will agree or be deemed to have agreed, to treat the Rated Notes as debt of the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law. The determination of whether a Rated Note will be treated as debt for U.S. federal income tax purposes is based on the facts and circumstances existing at the time the Rated Notes is issued. The IRS could assert, and a court could ultimately hold, that one or more Classes of Rated Notes, particularly the Class E Notes or the Class F Notes, are properly treated as equity in the Issuer. If any Rated Notes were treated as equity interests, the U.S. federal income tax consequences of investing in those Rated Notes would be the same as described below with respect to investments in the Subordinated Notes (including, the special and potentially adverse U.S. tax rules applicable to U.S. equity owners in PFICs or CFCs). Except as otherwise indicated, the balance of this summary assumes that all of the Rated Notes are treated as debt of the Issuer for U.S. federal income tax purposes. Prospective investors in the Rated Notes should consult their tax advisors regarding the U.S. federal income tax consequences with respect to the Rated Notes and the Issuer in the event such Rated Notes are treated as equity in the Issuer.

3.4 U.S. Federal Tax Treatment of U.S. Holders of Rated Notes

Payments of Stated Interest on the Class A Notes and Class B Notes. A U.S. Holder that uses the cash method for U.S. federal income tax purposes and that receives a payment of stated interest on the Class A Notes or Class B Notes will be required to include in income (as ordinary income from sources outside the United States) the U.S. dollar value of the euro interest payment (determined based on the spot rate on the date such payment is received) regardless of whether the payment is in fact converted to U.S. dollars at such time. A cash method U.S. Holder generally will not recognise exchange gain or loss with respect to the receipt of such stated interest but may have exchange gain or loss upon disposing the euros received.

A U.S. Holder of a Class A Note or a Class B Note that uses the accrual method of accounting for U.S. federal income tax purposes will be required to include in income (as ordinary income from sources outside the U.S.) the U.S. dollar value of the amount of stated interest income in euros that has accrued with respect to its Class A Notes and Class B Notes during an accrual period. The U.S. dollar value of such euro denominated accrued stated interest will be determined by translating such amount at the average spot rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average spot rate of exchange for the partial period within each taxable year. An accrual basis U.S. Holder may elect, however, to translate such accrued stated interest income into U.S. dollars using the spot rate of exchange on the last day of the interest accrual period or, with respect to an accrual period that spans two taxable years, using the spot rate of exchange on the last day of the taxable year. Alternatively, if the last day of an accrual period is within five Business Days of the date of receipt of the accrued stated interest, a U.S. Holder that has made the election described in the prior sentence may translate such interest using the spot rate of exchange on the date of receipt of the stated interest. The above election will apply to all foreign currency denominated debt instruments held by an electing U.S. Holder and may not be changed without the consent of the IRS. U.S. Holders should consult their own tax advisors prior to making such an election. A U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes will recognise exchange gain or loss with respect to

accrued stated interest income on the date such interest is received. The amount of exchange gain or loss recognised will equal the difference, if any, between the U.S. dollar value of the euro payment received (determined based on the spot rate on the date such stated interest is received) in respect of such accrual period and the U.S. dollar value of the stated interest income that has accrued during such accrual period (as determined above), regardless of whether the payment is in fact converted to U.S. dollars at such time. Any such exchange gain or loss generally will constitute ordinary income or loss and be treated, for foreign tax credit purposes, as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Payments of Stated Interest and OID on the Deferrable Notes; OID on the Class A Notes and the Class B Notes. The Issuer will treat the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (together, the "**Deferrable Notes**") as issued with original issue discount ("**OID**") for U.S. federal income tax purposes. The total amount of OID with respect to a Deferrable Note will equal the sum of all payments to be received under such Note less its issue price (i.e., the first price at which a substantial amount of Notes within the applicable Class was sold to investors). In addition, if the discount at which a substantial amount of the Class A Notes and the Class B Notes is first sold to investors is at least 0.25 per cent. of the principal amount of that Class, multiplied by the number of complete years to the weighted average maturity of the Class, then the Issuer will treat that Class as issued with OID for U.S. federal income tax purposes. The total amount of such discount with respect to a Note within the Class will equal the excess of the principal amount of the Note over its issue price.

U.S. Holders of the Deferrable Notes, or, if issued with OID, Class A Notes or Class B Notes will be required to include OID (as ordinary income from sources outside the U.S.) in advance of the receipt of cash attributable to such income. A U.S. Holder of Deferrable Notes, or, if issued with OID, the Class A Notes and the Class B Notes will be required to include OID in income as it accrues (regardless of the U.S. Holder's method of accounting) under a constant yield method. Accruals of any such OID will be based on the weighted average life of the applicable Class rather than its stated maturity. In the case of the Deferrable Notes, accruals of OID on the Notes will be calculated by assuming that interest will be paid over the life of the applicable Class based on the value of EURIBOR used in setting the interest rate for the first Payment Date, and then adjusting the accrual for each subsequent Payment Date based on the difference between the value of EURIBOR used in setting interest for that subsequent Payment Date and the assumed rate. Moreover, a U.S. Holder that uses the accrual method of accounting generally will be required to include OID in ordinary income no later than the taxable year in which the U.S. Holder takes the OID into account as revenue in an "applicable financial statement". The application of this rule may require the accrual of income earlier than would be the case under the general tax rules described above; however, proposed U.S. Treasury Regulations generally exclude OID from this rule. U.S. Noteholders are permitted to rely on the proposed U.S. Treasury Regulations with respect to the Notes, provided that any such U.S. Noteholder applies all of the applicable rules contained in the proposed U.S. Treasury Regulations consistently to all items of income during such U.S. Noteholder's taxable year. U.S. Noteholders that use an accrual method of accounting should consult with their tax advisors regarding the potential applicability of this legislation to their particular situation.

OID on the Notes will be determined for any accrual period in euros and then translated into U.S. dollars in accordance with either of the two alternative methods described above in the second paragraph under "*Payments of Stated Interest on the Class A Notes and Class B Notes*". A U.S. Holder will recognise exchange gain or loss when OID is paid (including, upon the disposition of a Note, the receipt of proceeds that include amounts attributable to OID previously included in income) to the extent of the difference, if any, between the U.S. dollar value of the euro payment received, determined based on the spot rate on the date such payment is received, and the U.S. dollar value of the accrued OID, as determined in the manner described above. For these purposes, all receipts on a Note will be viewed first, in the case of the Class A Notes or Class B Notes, if issued with OID, as payments of stated interest payable on the such Note; second, as receipts of previously accrued OID (to the extent thereof), with payments considered made for the earliest accrual periods first; and third, as receipts of principal. Exchange gain or loss generally will constitute ordinary income or loss and be treated as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Because the OID rules are complex, each U.S. Holder of a Note treated as issued with OID should consult with its own tax advisor regarding the acquisition, ownership, and disposition of such Note. Interest received and OID earned on the Notes by a U.S. Holder will generally be treated as foreign source "passive income" for U.S. foreign tax credit purposes, or, in certain cases, "general category income".

Sale, exchange, retirement or other taxable disposition of Rated Notes. Upon the sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder generally will recognise gain or loss equal to the difference, if any, between the amount realised upon such disposition (less, in the case of the Class A Notes or Class B Notes any amount equal to any accrued but unpaid stated interest, which will be taxable as stated interest income as discussed above to the extent not previously included in income by the U.S. Holder) and such U.S. Holder's adjusted tax basis in the Rated Note.

A U.S. Holder's adjusted tax basis in a Rated Note will, in general, be the cost of such Note to such U.S. Holder: (i) increased by any OID previously accrued by such U.S. Holder with respect to such Note; and (ii) reduced by all payments received on such Note other than, in the case of the Class A Notes or the Class B Notes, payments of stated interest. The cost of a Rated Note purchased with foreign currency will generally be the U.S. dollar value of the foreign currency purchase price on the date of purchase, calculated at the exchange rate in effect on that date. If the applicable Note is traded on an established securities market, a cash basis taxpayer (and if it elects, an accrual basis taxpayer) will determine the U.S. dollar value of the cost of the Rated Note at the spot rate on the settlement date of the purchase.

If a U.S. Holder receives foreign currency on such a sale, exchange, retirement or other taxable disposition of a Rated Note, the amount realised generally will be based on the U.S. dollar value of such foreign currency translated at the spot rate on the date of disposition. In the case of a Rated Note that is considered to be traded on an established securities market, a cash basis U.S. Holder and, if it so elects, an accrual basis U.S. Holder, will determine the U.S. dollar value of such foreign currency by translating such amount at the spot rate on the settlement date of the disposition. The special election available to accrual basis U.S. Holders in regard to the purchase and disposition of Rated Notes of a Class traded on an established securities market must be applied consistently to all debt instruments held by the U.S. Holder and cannot be changed without the consent of the IRS. If the Rated Notes of a Class are not traded on an established securities market (or the relevant holder is an accrual basis U.S. Holder that does not make the special settlement date election), a U.S. Holder will recognise exchange gain or loss to the extent that there are exchange rate fluctuations between the disposition date and the settlement date, and such gain or loss generally will constitute U.S. source ordinary income or loss.

Gain or loss recognised upon the sale, exchange, retirement or other taxable disposition of a Rated Note that is attributable to fluctuations in currency exchange rates with respect to the principal amount of such Note generally will be U.S. source ordinary income or loss and generally will not be treated as interest income or expense. Gain or loss attributable to fluctuations in currency exchange rates with respect to the principal amount of a Rated Note generally will equal the difference, if any, between the U.S. dollar value of the U.S. Holder's foreign currency purchase price for the Rated Note, determined at the spot rate on the date principal is received from the Issuer or the U.S. Holder disposes of the Rated Note, and the U.S. dollar value of the U.S. Holder's foreign currency purchase price for the Note, determined at the spot rate on the date the U.S. Holder purchased such Note. In addition, upon the sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder may recognise exchange gain or loss attributable to amounts received with respect to accrued and unpaid stated interest and accrued OID, if any, which will be treated as discussed above. However, upon a sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder will recognise any exchange gain or loss (including with respect to accrued interest and accrued OID) only to the extent of total gain or loss realised by such U.S. Holder on such disposition. Any gain or loss recognised upon the sale, exchange, retirement or other taxable disposition of a Rated Note in excess of exchange gain or loss attributable to such disposition generally will be U.S. source gain or loss and generally will be capital gain or loss. Capital gains of non-corporate U.S. Holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

A U.S. Holder will recognise exchange gain or loss upon the receipt of principal payments on a Rated Note (prior to maturity) attributable to the fluctuation in currency exchange rates with respect to such principal payment in an amount equal to the difference, if any, between the U.S. dollar value of the U.S. Holder's foreign currency purchase price attributable to such principal payment, determined at the spot rate on the date such principal payment is received from the Issuer, and the U.S. dollar value of the U.S. Holder's foreign currency purchase price attributable to such principal payment, determined at the spot rate on the date the U.S. Holder purchased such Note. Exchange gain or loss generally will constitute ordinary income or loss and be treated as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Alternative Characterisation of the rated Notes. It is possible that one or more Classes of the Rated Notes could be treated as "contingent payment debt instruments" for U.S. federal income tax purposes. In this event, the timing of a U.S. Holder's OID inclusions could differ from that described above and any gain recognised on the sale, exchange, or retirement of such Notes would be treated as ordinary income and not capital gain.

In addition, it is possible that one or more Classes of Notes, particularly the Class E Notes and Class F Notes, may be treated as equity, rather than debt, of the Issuer, in which case such classes of Notes would be treated as described below under "*U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes*" and certain transfer and reporting requirements could apply, as described under "*— Transfer and Other Reporting Requirements*" below.

Exchange of Foreign Currencies. A U.S. Holder will have a tax basis in any euro received as payment of stated interest, OID or principal, or upon the sale, exchange, retirement or other taxable disposition of a Note equal to the U.S. dollar value thereof at the spot rate of exchange in effect on the date of receipt of the euros. Any gain or loss realised by a U.S. Holder on a sale or other disposition of euros, including their exchange for U.S. dollars, will be ordinary income or loss generally not treated as interest income or expense and generally will be income or loss from sources within the U.S. for U.S. foreign tax credit purposes.

Base Rate Amendment. The Issuer may enter into one or more supplemental trust deeds or another modification to change the Base Rate in respect of the Floating Rate Notes to an Alternative Base Rate (such change, a "**Base Rate Amendment**"). It is possible that a Base Rate Amendment will be treated as a deemed exchange of old notes for new notes, which may be taxable to U.S. Holders. Under proposed U.S. Treasury Regulations, a change in the reference rate from LIBOR or EURIBOR to a "qualified rate" as defined in such proposed U.S. Treasury Regulations generally will not be treated as a modification of a Floating Rate Note for U.S. federal income tax purposes. The proposed U.S. Treasury Regulations may be relied upon by a taxpayer if the taxpayer and its related parties consistently apply the rules in the proposed U.S. Treasury Regulations. If a Base Rate Amendment was classified as a modification, and such modification were treated as a "significant modification" for U.S. federal income tax purposes (which would generally occur if such Base Rate Amendment causes a change in the yield of a Floating Rate Note by more than the greater of (x) 0.25 per cent. or (y) 5.0 per cent. of the annual yield of the Note prior to the Base Rate Amendment), then unless the Base Rate Amendment is treated as a tax-free "recapitalisation" for U.S. federal income tax purpose or another exception exists at the time of the Base Rate Amendment, the Base Rate Amendment could cause a U.S. Holder of a Floating Rate Note to recognise gain for U.S. federal income tax purposes equal to the difference, if any, between (i) the fair market value of the modified Floating Rate Note (if the Floating Rate Note is treated as publicly traded) or its principal amount (if the Floating Rate Note is not treated as publicly traded), in each case not including any accrued but unpaid interest (which will be taxable as such) and (ii) the holder's tax basis in the Floating Rate Note. Any gain will be long-term capital gain if the Floating Rate Note was held for more than one year at the time of the Base Rate Amendment, or otherwise short-term capital gain. The tax on any such gain may exceed the after-tax distributions on the Note during the taxable year in which the Base Rate Amendment occurs, in which case the U.S. Holder would be required to fund its tax liability in respect of the gain from other sources. In the event that a Base Rate Amendment is treated as a taxable exchange for U.S. federal income tax purposes, the U.S. Holder's holding period in respect of the modified Floating Rate Note will begin on the day following the modification. U.S. Holders may not be permitted to recognise loss upon a Base Rate Amendment. In addition, a Base Rate Amendment could create or change the amount of any OID that U.S. Holders are required to include with respect to their Floating Rate Notes. Finally, in the event that the issue price of the Class of deemed new Floating Rate Notes is less than the principal amount of such Floating Rate Notes, the Issuer may be required to recognise cancellation of indebtedness income. This may result in adverse consequences for the Subordinated Notes. For example, a U.S. Holder of a Subordinated Note may be required to include its pro rata share of the Issuer's cancellation of indebtedness income if such holder has in effect a QEF election (as discussed and defined below) or, in certain circumstances, if the U.S. Holder owns (directly, indirectly, or by attribution) at least 10.0 per cent. of the combined voting power or value of all classes of shares of the Issuer. U.S. Holders should consult with their own tax advisors regarding the potential consequences of a Base Rate Amendment.

3.5 U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes

The Issuer has agreed and, by its acceptance of a Subordinated Note, each holder of a Subordinated Note agrees or will be deemed to have agreed, to treat all Subordinated Notes as equity in the Issuer for U.S. federal income tax purposes, except as otherwise required by any U.S. governmental authority. If U.S. Holders of the Subordinated Notes were treated as owning debt of the Issuer, the U.S. federal income tax consequences to those U.S. Holders would be as described under "*U.S. Federal Tax Treatment of U.S. Holders of Rated Notes*". The balance of this discussion assumes that the Subordinated Notes will properly be characterised as equity in the Issuer. Prospective investors should consult their own tax advisors regarding the consequences of acquiring, holding or disposing of the Subordinated Notes.

Investment in a Passive Foreign Investment Company. A foreign corporation will be classified as a "passive foreign investment company" ("**PFIC**") for U.S. federal income tax purposes if 75.0 per cent. or more of its gross income (including the *pro rata* share of the gross income of any corporation in which the Issuer is considered to own 25.0 per cent. or more of the shares by value) in a taxable year is passive income. Alternatively, a foreign corporation will be classified as a PFIC if at least 50.0 per cent. of its assets, averaged over the year and generally determined based on fair market value (including the *pro rata* share of the assets of any corporation in which the Issuer is considered to own 25.0 per cent. or more of the shares by value) are held for the production of, or produce, passive income.

Based on the assets that the Issuer expects to hold and the income anticipated thereon, it is highly likely that the Issuer will be classified as a PFIC for U.S. federal income tax purposes. Accordingly, the following discussion assumes that the Issuer will be a PFIC throughout the term of the Subordinated Notes, and U.S. Holders of Subordinated Notes should assume that they will be subject to the U.S. federal income tax consequences described below that result from owning stock in a PFIC (subject to the discussion below under "*—Investment in a Controlled Foreign Corporation*").

Unless a U.S. Holder elects to treat the Issuer as a "qualified electing fund" (as described in the next paragraph), upon certain distributions ("**excess distributions**") by the Issuer and upon a disposition of the Subordinated Notes at a gain, the U.S. Holder will be liable to pay tax at the highest tax rate on ordinary income in effect for each period to which the income is allocated plus interest on the tax, as if such distributions and gain had been recognised rateably over the U.S. Holder's holding period for the Subordinated Notes. An interest charge is also applied to the deferred tax amount resulting from the deemed rateable distribution.

If a U.S. Holder elects to treat the Issuer as a "qualified electing fund" ("**QEF**") for the first year of its holding period, distributions and gain will not be taxed as if recognised rateably over the U.S. Holder's holding period or subject to an interest charge. Instead, a U.S. Holder that makes a QEF election is required for each taxable year to include in income the U.S. Holder's *pro rata* share of the ordinary earnings of the qualified electing fund as ordinary income and a *pro rata* share of the net capital gain of the qualified electing fund as capital gain, regardless of whether such earnings or gain have in fact been distributed (assuming the discussion below under "*—Investment in a Controlled Foreign Corporation*" does not apply), and subject to a separate election to defer payment of taxes, which deferral is subject to an interest charge. Consequently, in order to comply with the requirements of a QEF election, a U.S. Holder of Subordinated Notes must receive from the Issuer certain information ("**QEF Information**"). The Issuer will cause its independent accountants to provide U.S. Holders of the Subordinated Notes, upon request by such U.S. Holder and at the Issuer's expense, with the information reasonably available to the Issuer that a U.S. Holder would need to make a QEF election. The Issuer will also provide or procure the provision of such information to U.S. Holders of the Class E Notes and the Class F Notes, at the request and expense of such U.S. Holders, to U.S. Holders of the Class E Notes and the Class F Notes that make a protective QEF election. Where a QEF election is not timely made by a U.S. Holder for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules may be avoided for such later year and subsequent years by making an election to recognise gain from a deemed sale of such Notes at the time when the QEF election becomes effective.

As a result of the nature of the Collateral Debt Obligations that the Issuer intends to hold, the Issuer may hold investments treated as equity of foreign corporations that are PFICs. In such a case, assuming that the Issuer is a PFIC, a U.S. Holder would be treated as owning its *pro rata* share of the stock of the PFIC owned by the Issuer. Such a U.S. Holder would be subject to the rules generally applicable to shareholders of PFICs discussed above with respect to distributions received by the Issuer from such PFIC and dispositions by the Issuer of the stock of such PFIC (even though the U.S. Holder may not

have received the proceeds of such distribution or disposition). Assuming the Issuer receives the necessary information from the PFIC in which it owns stock, certain U.S. Holders may make the QEF election discussed above with respect to the stock of such PFIC. However, no assurance can be given that the Issuer will be able to provide U.S. Holders with such information.

If the Issuer is PFIC, each U.S. Holder of a Subordinated Note must make an annual return on IRS Form 8621, reporting distributions received and gains realised with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. If a U.S. Holder does not file IRS Form 8621, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Holder for the related tax year may not close before the date which is three years after the date on which such report is filed. Prospective investors should consult their own tax advisors regarding the potential application of the PFIC rules.

Investment in a Controlled Foreign Corporation. Depending on the degree of ownership of the Subordinated Notes and other equity interests in the Issuer by U.S. Holders, the Issuer may constitute a controlled foreign corporation ("**CFC**"). In general, a foreign corporation will constitute a CFC if more than 50.0 per cent. of the shares of the corporation, measured by reference to combined voting power or value, are owned, directly, indirectly or constructively, by "U.S. 10.0 per cent. Shareholders". A "**U.S. 10.0 per cent. Shareholder**", for this purpose, is any U.S. person that owns or is treated as owning under specified attribution rules, 10.0 per cent. or more of the combined voting power or value of all classes of shares of a foreign corporation. If more than 50.0 per cent. of the Subordinated Notes and other securities treated as equity of the Issuer are held by such U.S. 10.0 per cent. Shareholders, the Issuer will be treated as a CFC. Due to the application of certain constructive ownership rules (among other factors), it is possible that the Issuer may not have access to sufficient information to determine whether it is a CFC for any taxable year.

If the Issuer were treated as a CFC for any period during the taxable year, a U.S. 10.0 per cent. Shareholder of the Issuer would be treated, subject to certain exceptions, as receiving a distribution, taxable as ordinary income at the end of the taxable year of the Issuer in an amount equal to that person's *pro rata* share of the "subpart F income" and investments in U.S. property of the Issuer. Among other items, and subject to certain exceptions, "subpart F income" includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties. It is likely that, if the Issuer were to constitute a CFC, substantially all of its income would be subpart F income. In addition, special rules apply to determine the appropriate exchange rate to be used to translate such amounts treated as a distribution and the amount of any foreign currency gain or loss with respect to distributions of previously taxed amounts attributable to movements in exchange rates between the times of deemed and actual distributions. The Issuer will cause, at the Issuer's expense, its independent accountants to provide U.S. Holders of the Subordinated Notes, upon request by such U.S. Holder, with the information reasonably available to the Issuer that a U.S. Holder reasonably requests to assist such holder with regard to filing requirements under the CFC rules. Unless otherwise noted, the discussion below assumes that the Issuer is not a CFC. U.S. Holders should consult their tax advisors regarding these special rules.

If the Issuer were to constitute a CFC, for the period during which a U.S. Holder of Subordinated Notes is a U.S. 10.0 per cent. Shareholder of the Issuer, such holder generally would be taxable on the subpart F income and investments in U.S. property of the Issuer under rules described in the preceding paragraph and not under the PFIC rules previously described. A U.S. Holder that is a U.S. 10.0 per cent. Shareholder of the Issuer subject to the CFC rules for only a portion of the time during which it holds Subordinated Notes should consult its own tax advisor regarding the interaction of the PFIC and CFC rules.

Distributions on the Subordinated Notes. Except to the extent that distributions are attributable to amounts previously taxed pursuant to the CFC rules or a QEF election is made, some or all of any distributions with respect to the Subordinated Notes may constitute excess distributions, taxable as previously described. Distributions of current or accumulated earnings and profits of the Issuer which are not excess distributions will be taxed as dividends when received. The amount of such income is determined by translating euro received into U.S. dollars at the spot rate on the date of receipt. A U.S. Holder may realise foreign currency gain or loss on a subsequent disposition of the euro received. Distributions in excess of current or accumulated earnings and profits of the Issuer will be treated first as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in the Subordinated Notes, and then as a disposition of a portion of the Subordinated Notes.

Disposition of the Subordinated Notes. In general, a U.S. Holder of a Subordinated Note will recognise gain or loss upon the sale or exchange of the Subordinated Note equal to the difference between the amount realised and such holder's adjusted tax basis in such Subordinated Note. Initially, the tax basis of a U.S. Holder should equal the amount paid for a Subordinated Note. Such basis will be increased by amounts taxable to such holder by virtue of the QEF or CFC rules (if applicable), and decreased by actual distributions from the Issuer that are deemed to consist of such previously taxed amounts or are treated as a non-taxable return of capital. A U.S. Holder that receives foreign currency upon the sale or other disposition of the Subordinated Notes generally will realise an amount equal to the U.S. dollar value of the foreign currency on the date of sale. A U.S. Holder will have a tax basis in the foreign currency received equal to the U.S. dollar amount realised. If, however, the Subordinated Notes are traded on an established securities market, a cash basis U.S. Holder or electing accrual basis U.S. Holder will determine the amount realised on the settlement date.

Unless a QEF election is made, it is highly likely that any gain realised on the sale or exchange of a Subordinated Note will be treated as an excess distribution and taxed as ordinary income under the special tax rules described above (assuming that the PFIC rules apply and not the CFC rules).

Subject to a special limitation for individual U.S. Holders that have held the Subordinated Notes for more than one year, if the Issuer were treated as a CFC and a U.S. Holder were treated as a U.S. 10.0 per cent. Shareholder therein, then any gain realised by such holder upon the disposition of Subordinated Notes would be treated as ordinary income to the extent of the U.S. Holder's *pro rata* share of current and accumulated earnings and profits of the Issuer and any of its subsidiaries. In this respect, earnings and profits would not include any amounts previously taxed pursuant to the CFC rules.

Foreign Currency Gain or Loss. A U.S. Holder of Subordinated Notes (or other Notes treated as equity interests in the Issuer) that recognises income from the Subordinated Notes under the QEF or CFC rules discussed above will recognise foreign currency gain or loss attributable to movement in foreign exchange rates between the date when it recognised income under those rules and the date when the income actually is distributed. Any such foreign currency gain or loss will be treated as ordinary income or loss from the same source as the associated income inclusion.

A U.S. Holder that receives foreign currency upon the sale or other disposition of the Subordinated Notes generally will realise an amount equal to the U.S. dollar value of the foreign currency on the date of sale or disposition. A U.S. Holder will have a tax basis in the foreign currency received equal to the U.S. dollar amount realised. Any gain or loss realised by a U.S. Holder on a subsequent disposition of the foreign currency will be foreign currency gain or loss, generally treated as U.S. source ordinary income or loss.

As a result of the uncertainty regarding the U.S. federal income tax consequences to U.S. Holders with respect to the Notes and the complexity of the foregoing rules, each U.S. Holder of a Note is urged to consult its own tax advisor regarding the U.S. federal income tax consequences to the Holder of the purchase, ownership and disposition of the Note.

Transfer and Other Reporting Requirements. In general, U.S. Holders who acquire Subordinated Notes (or any Class of Rated Notes that is recharacterised as equity in the Issuer) for cash may be required to file IRS Form 926 with the IRS and to supply certain additional information to the IRS if: (i) such U.S. Holder owns (directly or indirectly) immediately after the transfer, at least 10.0 per cent. by vote or value of the Issuer; or (ii) the transfer when aggregated with all related transfers under applicable regulations, exceeds U.S. $100,000. In the event a U.S. Holder that is required to file fails to file such form, that U.S. Holder could be subject to a penalty of up to U.S. $100,000 (computed as 10.0 per cent. of the gross amount paid for the Subordinated Notes) or more if the failure to file was due to intentional disregard of its obligation.

In addition, a U.S. Holder of Subordinated Notes (or any Class of Notes that is recharacterised as equity in the Issuer) that owns (actually or constructively) at least 10.0 per cent. by vote or value of the Issuer (and each officer or director of the Issuer that is a U.S. citizen or resident) may be required to file an information return on IRS Form 5471. A U.S. Holder of Subordinated Notes generally is required to provide additional information regarding the Issuer annually on IRS Form 5471 if it owns (actually or constructively) more than 50.0 per cent. by vote or value of the Issuer. U.S. Holders should consult their own tax advisors regarding whether they are required to file IRS Form 5471.

Prospective investors in the Notes should consult with their own tax advisors regarding whether they are required to file IRS Form 8886 in respect of the Notes. Such filing generally will be required if such investors file U.S. federal income tax returns or U.S. federal information returns and recognise losses in excess of a specified threshold, and significant penalties may be imposed on taxpayers that fail to file the form timely. Such filing will also generally be required by a U.S. Holder of the Subordinated Notes if the Issuer both participates in certain types of transactions that are treated as "reportable transactions," such as a transaction in which its loss exceeds a specified threshold, and either (x) such U.S. Holder owns 10.0 per cent. or more of the aggregate amount of the Subordinated Notes and makes a QEF Election with respect to the Issuer or (y) the Issuer is treated as a CFC and such U.S. Holder is a "U.S. Shareholder" (as defined above) of the Issuer. If the Issuer does participate in a reportable transaction, and a U.S. Holder of Subordinated Notes requests information relating to such transaction, the Issuer will make reasonable efforts to provide such information as soon as practicable (such information to be provided at such U.S. Holder's expense).

Certain U.S. Holders that hold certain foreign financial assets must file new IRS Form 8938 to report the ownership of such assets if the total value of those assets exceeds the applicable threshold amounts. In general, specified foreign financial assets include debt or equity interests (that are not regularly traded on an established securities market) issued by foreign financial institutions (such as the Issuer), and any interest in a foreign entity that is not a financial institution, including any stock or security, and any financial instrument or contract held for investment that has an issuer or counterparty that is not a U.S. person. In addition, certain non-resident aliens may be required to file IRS Form 8938, notwithstanding the availability of any special treatment under an income tax treaty. In general, such form is not required with respect to assets held through a U.S. payer, such as a U.S. financial institution and U.S. branches of non-U.S. banks, and certain non-U.S. branches or subsidiaries of U.S. financial institutions.

Taxpayers who fail to make the required disclosure with respect to any taxable year are subject to a penalty of U.S. $10,000 for such taxable year, which may be increased to U.S. $50,000 for a continuing failure to file the form after being notified by the IRS. All U.S. Holders should consult their tax advisors with respect to whether a Note is a foreign financial asset that (if the applicable threshold were met) would be subject to this rule.

Failure to file IRS Forms 926, 5471, 8621 or 8938, if applicable, will extend the statute of limitations for all or a portion of a taxpayer's related income tax return until at least three years after the date on which the form is filed.

Prospective investors in the Notes should consult their own tax advisors concerning any possible disclosure obligations with respect to their ownership or disposition of the Notes in light of their particular circumstances.

3.6 U.S. Tax Treatment of Non-U.S. Holders of Notes

Subject to the discussions below under "*Information Reporting and Backup Withholding*" and "*Foreign Account Tax Compliance Act*", payments, including interest, OID and any amounts treated as dividends, on a Note to a Non-U.S. Holder and gain realised on the sale, exchange or retirement of a Note by a Non-U.S. Holder, will not be subject to U.S. federal income or withholding tax, unless: (a) such income is effectively connected with a trade or business conducted by such Non-U.S. Holder in the U.S.; or (b) in the case of U.S. federal income tax imposed on gain, such Non-U.S. Holder is a non-resident alien individual who holds a Note as a capital asset and is present in the U.S. for 183 calendar days or more in the taxable year of sale and certain other conditions are satisfied.

3.7 Information Reporting and Backup Withholding

The amount of interest and principal paid or accrued on the Notes, and the proceeds from the sale of a Note, in each case, paid within the U.S. or by a U.S. payor or U.S. middleman to a U.S. person (other than a corporation or other exempt recipient) will be reported to the IRS. Under the Code, a U.S. person may be subject, under certain circumstances, to "backup withholding" with respect to interest and principal on a Note or the gross proceeds from the sale of a Note paid within the U.S. or by a U.S. middleman or U.S. payor to a U.S. person. Backup withholding generally applies only if the U.S. person: (a) fails to furnish its social security or other taxpayer identification number within a reasonable time after the request therefore; (b) furnishes an incorrect taxpayer identification number; (c) is notified by the IRS that it has failed to properly report interest OID or dividends; or (d) fails, under certain

circumstances, to provide a certified statement, signed under penalty of perjury, that it has furnished a correct taxpayer identification number and has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividend payments.

Non-U.S. Holders or, in certain cases, their beneficial owners may be required to comply with certification procedures to establish that they are not U.S. Holders in order to avoid information reporting and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the IRS. Holders should consult their own tax advisers about any additional reporting requirements that may arise as a result of their purchasing, holding or disposing of Notes.

3.8 Foreign Account Tax Compliance Act

Under FATCA, the Issuer may be subject to a 30.0 per cent. withholding tax on certain income. Additionally, under existing U.S. Treasury Regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on 1 January 2019; however, proposed Treasury regulations, if finalised in their proposed form, would eliminate FATCA withholding on such types of payments, and taxpayers may generally rely on such proposed Treasury regulations until final U.S. Treasury Regulations are issued. Under an intergovernmental agreement entered into between the U.S. and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish regulations that require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information (including its direct or indirect owners or beneficial owners) with respect to, certain holders to the Irish Revenue Commissioners, which would then provide this information to the IRS. There can be no assurance that the Issuer will be able to comply with these regulations. In addition, FATCA could be amended to require the Issuer to withhold on "passthru" payments to certain investors that fail to provide information to the Issuer or are "foreign financial institutions" that do not comply with FATCA.

The Issuer may be prevented from complying with FATCA if a "related entity" of the Issuer or, if applicable, any member of the same "expanded affiliated group" as the Issuer is subject to FATCA but fails to comply with FATCA. In general, an entity will be a related entity of the Issuer if it is related to the Issuer or under common control with the Issuer, in each case through more than 50.0 per cent. ownership.

If a Noteholder fails to provide the Issuer or its agents with any correct, complete and accurate information that may be required for the Issuer to comply with FATCA and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer, or if the holder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes (except in the case of the Retention Notes), and, if the Noteholder does not sell its Notes within 30 Business Days after notice from the Issuer, to sell the Noteholder's Notes on behalf of the Noteholder (and such sale could be for less than its then fair market value). See Condition 2(i) (*Forced Sale pursuant to FATCA*). In the case of Notes held through Euroclear or Clearstream (i.e., a Note represented by a Global Certificate, rather than a Definitive Certificate), a beneficial owner of Notes will be required to provide the required information to the bank or broker through which it holds its Notes, and it is possible that the failure to provide the required information will result in withholding on payments on the Notes or require such bank or broker to close out such owner's account and force the sale of its Notes.

CERTAIN ERISA CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" subject thereto, including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which include the assets of such plans (collectively, "**ERISA Plans**"), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of prudence, diversification and that investments be made in accordance with the documents governing the plan. The prudence of a particular investment must be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment.

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan, as well as assets of those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts and Keogh plans, and entities the underlying assets of which include the assets of such plans (together with ERISA Plans, "**Plans**") and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code (collectively, "**Parties in Interest**")) having certain relationships to such Plans, unless a statutory or administrative exception or exemption is applicable to the transaction. A Party in Interest who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and the transaction may have to be rescinded, potentially at significant cost to the Issuer.

Governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA), while not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to substantially similar rules under federal, state, local or non-U.S. laws or regulations, and may be subject to the prohibited transaction rules of Section 503 of the Code.

Under ERISA and a regulation issued by the U.S. Department of Labor (29 C.F.R. Section 2510.3 -101, as modified by Section 3(42) of ERISA) (the "**Plan Asset Regulation**"), if a Plan invests in an "equity interest" of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act of 1940, the Plan's assets are deemed to include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established: (a) that the entity is an "operating company", as that term is defined in the Plan Asset Regulation; or (b) that less than 25.0 per cent. of the total value of each class of equity interest in the entity, disregarding the value of any equity interests held by persons (other than Benefit Plan Investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets (such as the Servicer), and their respective Affiliates (each a "**Controlling Person**"), is held by Benefit Plan Investors (the "**25.0 per cent. Limitation**"). A "**Benefit Plan Investor**" means (1) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of Part 4 of Subtitle B of Title I of ERISA, (2) a plan to which Section 4975 of the Code applies, or (3) any entity whose underlying assets include plan assets by reason of such an employee benefit plan's or plan's investment in such entity.

If the underlying assets of the Issuer are deemed to be Plan assets, the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their exposure to liability under these and other provisions of ERISA and the Code. In addition, various providers of fiduciary or other services to the entity, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an "**equity interest**" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Issuer intends that the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes offered hereby will be treated by the Issuer as indebtedness with no substantial equity features for purposes of ERISA. However, the characteristics of the Class E Notes, the Class F Notes and the Subordinated Notes for purposes of the Plan Asset Regulation are less certain. The Class E Notes, the Class F Notes and the Subordinated Notes may be deemed to be "equity interests" for purposes of the Plan Asset Regulation. Accordingly, in reliance on representations made by investors in the Class E Notes, the Class F Notes and the Subordinated Notes, the Issuer intends to limit investment by Benefit Plan Investors and Controlling Persons in the Class E Notes, the Class F Notes and the Subordinated Notes in order to satisfy the 25.0 per cent. Limitation with respect to each of

the Class E Notes, the Class F Notes and the Subordinated Notes (determined separately by class) at all times (excluding for purposes of such calculation Class E Notes, Class F Notes and Subordinated Notes held by a Controlling Person). Each prospective purchaser (including a transferee) of a Class E Note, Class F Note or Subordinated Note will be required to make (or will be deemed to have made) certain representations regarding its status as a Benefit Plan Investor or Controlling Person and other ERISA matters as described under "Transfer Restrictions" below. No Class E Note, Class F Note or Subordinated Note will be sold or transferred to purchasers that have represented that they are Benefit Plan Investors or Controlling Persons to the extent that such sale may result in ownership by Benefit Plan Investors meeting or exceeding the 25.0 per cent. Limitation with respect to each of the Class E Notes, the Class F Notes or the Subordinated Notes (determined in separately by class). Except as otherwise provided by the Plan Asset Regulation, each Class E Note, Class F Note and Subordinated Note held by persons that have represented that they are Controlling Persons will be disregarded and will not be treated as outstanding for purposes of determining compliance with such 25.0 per cent. Limitation.

With respect to each Note, including the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, even if such Notes would not be treated as equity interests in the Issuer for purposes of ERISA, it is possible that an investment in the Notes by a Benefit Plan Investor (or with the use of the assets of a Benefit Plan Investor) could be treated as a prohibited transaction under ERISA and/or Section 4975 of the Code. Such a prohibited transaction, however, may be subject to a statutory or administrative exemption. Included among these exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (relating to transactions with certain service providers) and Prohibited Transaction Class Exemption ("**PTCE**") 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by "qualified professional asset managers"), PTCE 95-60 (relating to transactions involving insurance company general accounts), PTCE 90-1 (relating to investments by insurance company pooled separate accounts) and PTCE 96-23 (relating to transactions determined by certain "in-house asset managers"). Prospective investors should consult with their advisors regarding the prohibited transaction rules and these and other exemptions. There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the Notes. Even if an exemption were to apply, such exemption may not, however, apply to all of the transactions that could be deemed prohibited transactions in connection with an investment in the Notes by a Benefit Plan Investor.

In addition, each of the Issuer, the Placement Agent, the Servicer, or their respective Affiliates may be the sponsor of, or investment adviser with respect to one, or more Plans. Because such parties may receive certain benefits in connection with the sale of the Notes to such Plans, whether or not the Notes are treated as equity interests in the Issuer, the purchase of such Notes using the assets of a Plan over which any of such parties has investment authority might be deemed to be a violation of the prohibited transaction rules of ERISA and/or Section 4975 of the Code for which no exemption may be available. Accordingly, Notes may not be acquired using the assets of any Plan if any of the Issuer, the Placement Agent, the Servicer or their respective affiliates has investment authority with respect to such assets (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies or the transaction is not otherwise prohibited).

It should be noted that an insurance company's general account may be deemed to include assets of Plans under certain circumstances, e.g., where a Plan purchases certain annuity contracts issued by such an insurance company, based on the reasoning of the Supreme Court in John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank, 510 U.S. 86 (1993). An insurance company considering the purchase of Notes with assets of its general account should consider such purchase and the insurance company's ability to make the representations described above in light of John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank, Section 401(c) of ERISA and a regulation promulgated by the U.S. Department of Labor under that Section of ERISA, 29 C.F.R. Section 2550.401c-1.

Each purchaser and transferee of a Class A Note, Class B Note, Class C Note, Class D Note or any interest in such Note will be deemed to have represented, warranted and agreed that: (i) either (A) it is not and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code ("**Other Plan Law**"), and no part of the assets to be used by it to acquire or hold such Note or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a violation of any Other Plan Law, and (ii) it will not sell or transfer such Note (or interests therein) to a transferee acquiring such Note (or interest therein) unless the transferee makes or is deemed to make the foregoing representations, warranties and agreements described in (i) hereof, as required herein.

Each purchaser of a Class E Note, Class F Note or Subordinated Note acquiring such Class E Note, Class F Note or Subordinated Note from the Issuer or the Placement Agent on the Issue Date in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate will be required to represent in writing (A) whether or not, so long as it purchases or holds any interest in any such Note it is or will become a Benefit Plan Investor or Controlling Person, and if the purchaser 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 Section 406 of ERISA and/or Section 4975 of the Code; (B) if it is a governmental, church, non-U.S. or other plan, it is not, and for so long as it holds such Note or interest therein will not be, subject to any federal, state, local or non-U.S. law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Servicer (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**") and the purchaser's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law; and (C) that the purchaser will agree to the transfer restrictions described herein regarding its interest in such Note. Each purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate other than from the Issuer or Placement Agent on the Issue Date will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person or a governmental, church, non-U.S. or other plan subject to Similar Law and, in the case of a purchaser or transferee subject to Other Plan Law, such purchaser's or transferee's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law; and the purchaser and transferee will agree to the transfer restrictions described herein regarding its interest in such Note. Any purported transfer of the Class E Notes, the Class F Notes or the Subordinated Notes in violation of the requirements set forth in this paragraph or that may otherwise result in 25.0 per cent. or more of the total value of any class of such Notes to be held by Benefit Plan Investors for the purposes of ERISA shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

Each purchaser or transferee of Class E Notes, Class F Notes or Subordinated Notes in the form of a Definitive Certificate will be required to: (i) represent and warrant in writing to the Issuer (1) whether or not, for so long as it holds such Notes or interests therein, it is, or is acting on behalf of, a Benefit Plan Investor; (2) whether or not, for so long as it hold such Notes or interests therein, it is a Controlling Person; and (3) that: (a) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code; and (b) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Notes or interests therein will not be, subject to Similar Law and (y) its acquisition, holding and disposition of such Notes (or interest therein) will not constitute or result in a violation of any Other Plan Law, (ii) agree to certain transfer restrictions regarding its interest in such Notes, and (iii) provide a completed ERISA certificate (in or substantially in the form set out in the Trust Deed) to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, the Class F Notes or the Subordinated Notes in violation of the requirements set forth in this paragraph or that may otherwise result in 25.0 per cent. or more of the total value of any class of such Notes to be held by "Benefit Plan Investors" for the purposes of ERISA shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

No transfer of an interest in Class E Notes, Class F Notes or Subordinated Notes will be permitted or recognised if it would cause the 25.0 per cent. Limitation described above to be exceeded with respect to the Class E Notes, Class F Notes or Subordinated Notes (determined separately by each class of equity interest).

If the purchaser or transferee of any Notes or beneficial interest therein is a Benefit Plan Investor, it will be deemed to represent, warrant and agree that: (i) none of the Issuer, the Placement Agent, the Servicer, the Trustee or any of their respective affiliates, has provided any investment advice within the meaning of Section 3(21) of ERISA to the Benefit Plan Investor, or to any fiduciary or other person investing the assets of the Benefit Plan Investor ("**Fiduciary**"), in connection with its acquisition of Notes; and (ii) the Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

Any Fiduciary considering whether to acquire a Note on behalf of a Plan or an employee benefit plan not subject to ERISA and/or Section 4975 of the Code should consult with its counsel regarding the potential consequences of such investment, the applicability of the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and the Code and/or similar provisions of Other Plan Law and Similar Law, and the scope of any available exemption relating to such investment.

The sale of Notes to a Plan or a plan not subject to ERISA and/or Section 4975 of the Code is in no respect a representation or warranty by the Issuer, or any other person that this investment meets all relevant legal requirements with respect to investments by Plans or such other plans generally or any particular plan, that any prohibited transaction exemption would apply to the acquisition, holding, or disposition of this investment by such plans in general or any particular plan, or that this investment is appropriate for such plans generally or any particular plan.

PLAN OF DISTRIBUTION

The following section consists of a summary of certain provisions of the Placement Agency Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreements.

J.P. Morgan Securities plc (in its capacity as placement agent, the "**Placement Agent**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to facilitate the sale by the Issuer of each Class of the Notes (other than any other Notes sold directly by the Issuer to (i) the Retention Holder or its Affiliates or (ii) any fund or account managed or advised by Palmer Square Europe Capital Management LLC or any of its Affiliates) (the "**J.P. Morgan Placed Notes**") pursuant to the Placement Agency Agreement. The Placement Agency Agreement entitles the Placement Agent to terminate it in certain circumstances prior to payment being made to the Issuer.

The Retention Holder will purchase the Retention Notes from the Issuer pursuant to the Retention Note Purchase Deed.

The Placement Agent may offer the J.P. Morgan Placed Notes and the Issuer may offer the Notes other than the J.P. Morgan Placed Notes at prices as may be negotiated at the time of sale which may vary among different purchasers and which may be different to the issue price of the Notes.

It is a condition of the issue of the Notes of each Class that the Notes of each other Class be issued in the following principal amounts: Class A Notes: €129,000,000, Class B Notes: €18,400,000, Class C Notes: €14,500,000, Class D Notes: €11,000,000, Class E Notes: €8,300,000, Class F Notes: €3,200,000 and Subordinated Notes: €14,300,000.

The Issuer has agreed to indemnify the Placement Agent, the Servicer, the Collateral Administrator, the Trustee and certain other participants against certain liabilities or to contribute to payments they may be required to make in respect thereof.

Certain of the Collateral Debt Obligations may have been originally underwritten or placed by the Placement Agent. In addition, the Placement Agent may have in the past performed and may in the future perform investment banking services or other services for issuers of the Collateral Debt Obligations. In addition, the Placement Agent and its Affiliates may from time to time as a principal or through one or more investment funds that it or they manage, make investments in the equity securities of one or more of the issuers of the Collateral Debt Obligations, with a result that one or more of such issuers may be or may become controlled by the Placement Agent or its Affiliates.

In addition, in the ordinary course of their business activities, the Placement Agent and its Affiliates may hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments (including the Notes) of the Issuer. The Placement Agent and its Affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

No action has been or will be taken by the Issuer, the Placement Agent, the Servicer or the Retention Holder that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any other offering material in relation to the Notes in any jurisdiction where action for the purpose is required other than the application for the approval of the Offering Circular to and by Euronext Dublin. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction, except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Placement Agent.

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. Persons or to U.S. Residents except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and in the manner so as not to require the registration of the Issuer as an "investment company" pursuant to the Investment Company Act.

The Notes sold in reliance on Rule 144A will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof. Any offer or sale of Rule 144A Notes in reliance on Rule 144A will be made by broker dealers who are registered as such under the Exchange Act. After the Notes are released for sale,

the offering price and other selling terms may from time to time be varied by the Placement Agent (or its broker-dealer Affiliates).

The Placement Agent has acknowledged and agreed that it will not offer, sell or deliver any Regulation S Notes to, or for the account or benefit of, any U.S. Person or U.S. Resident as part of their distribution at any time and that it will send to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Regulation S Notes a confirmation or other notice setting forth the prohibition on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, any U.S. Person or U.S. Resident.

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the Notes and for the listing of the Notes of each Class on the Global Exchange Market. The Issuer and the Placement Agent reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Notes which may be offered. This Offering Circular does not constitute an offer to any person in the United States or to any U.S. Person. Distribution of this Offering Circular to any such U.S. Person or to any person within the United States, other than in accordance with the procedures described above, is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

The Placement Agent will represent and agree to comply with the following selling restrictions in respect of the J.P. Morgan Placed Notes:

(a) *United Kingdom*: The Placement Agent, which is authorised by the Prudential Regulation Authority and *regulated* by the Financial Conduct Authority and the Prudential Regulation Authority, will represent and agree that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

(b) *Prohibition of Sales to EEA and UK Retail Investors*: The Placement Agent will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

(i) the expression retail investor means a person who is one (or more) of the following:

(A) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(B) a customer within the meaning of Directive (EU) 2016/97 (as amended, known as the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(C) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended); and

(ii) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

(c) *Hong Kong*: The contents of this Offering Circular have not been reviewed by any regulatory authority in Hong Kong. The Placement Agent will therefore represent and agree that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a 'structured products' as defined in the Securities and Futures Ordinance (cap. 571) of Hong Kong) other than (a) to 'professional investors' as defined in the Securities and Futures Ordinance and any rules made under that ordinance ("**professional**

investors"); or (b) in other circumstances which do not result in the document being a 'prospectus' as defined in the Companies Ordinance (cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that ordinance; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the Securities Laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors.

(d) *Ireland*: The Placement Agent will represent and agree that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

(i) Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 or any delegated or implementing acts relating thereto on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and any applicable supporting law, rule or regulation including the European Union (Prospectus) Regulations 2019 of Ireland, any Central Bank of Ireland rules issued and / or in force pursuant to Section 1363 of the Companies Act 2014 (as amended);

(ii) the Companies Act 2014 (as amended);

(iii) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct in connection therewith and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland and the provisions of the Investor Compensation Act 1998 (as amended);

(iv) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any Central Bank of Ireland rules issued and / or in force pursuant to Section 1370 of the Companies Act 2014 (as amended);

(v) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs); and

(vi) the Central Bank Acts 1942 to 2018 (as amended) and any codes of practice and/or conduct rules made under Section 117(1) of the Irish Central Bank Act 1989 (as amended) or any regulations made pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 (as amended).

(e) *Korea*: The Notes may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale directly or indirectly, in Korea or to any resident of Korea ("**Korean Residents**") except pursuant to the applicable laws and regulations of South Korea, including the Financial Investment Services and Capital Markets Act ("**FSCMA**"), the Foreign Exchange Transaction Law ("**FETL**") and their subordinate decrees and regulations thereunder. The Notes may not be re-sold to Korean Residents unless the purchaser of the Notes complies with all applicable regulatory requirements for such purchase of Notes (including but not limited to government approval or reporting requirements under the FETL and its subordinate decrees and regulations). The Notes have not been offered or sold by way of public offering under the FSCMA, nor registered with the Financial Services Commission of Korea for public offering. None of the Notes have been or will be listed on the Korea Exchange. In the case of a transfer of the Notes to any person in Korea during a period ending one year from the issuance date, a holder of the Notes may transfer the Notes only by transferring its entire holdings of Notes to only "accredited investors" in Korea as referred to in Article 11(1) of the Enforcement Decree of the FSCMA.

(f) *Singapore*: This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore ("**MAS**") nor have any arrangements described in this Offering Circular, which constitute a collective investment scheme ("**CIS**") for the purposes of the Securities and Futures Act, Chapter 289 of Singapore ("**SFA**"), been approved or registered with the MAS as an authorised or recognised CIS under the SFA (whether as a restricted scheme or otherwise). Accordingly, the Notes may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Offering Circular or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Sections 274 and 304 of the SFA, or (b) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

(g) *Taiwan*: No person or entity in Taiwan is authorised to distribute or otherwise intermediate the offering of the Notes or the provision of information relating to the Notes, including, but not limited to, this Offering Circular. The Notes may not be sold, offered or issued to Taiwan resident investors unless they are made available outside Taiwan for purchase by such investors outside Taiwan. Any subscriptions of Notes shall only become effective upon acceptance by the Issuer or the relevant dealer outside Taiwan and shall be deemed a contract entered into in the jurisdiction of incorporation of the Issuer or relevant dealer, as the case may be, unless otherwise specified in the subscription documents relating to the Notes signed by the investors.

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

Rule 144A Notes

Each prospective purchaser of Rule 144A Notes, by accepting delivery of this Offering Circular, will be deemed to have represented and agreed (or in the case of a Definitive Certificate, shall represent and agree) that such person acknowledges that this Offering Circular is personal to it and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in "offshore transactions" in accordance with Regulation S. Distribution of this Offering Circular, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise it with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Each purchaser or transferee of Rule 144A Notes represented by a Rule 144A Global Certificate will be deemed to have represented and agreed and each purchaser or transferee of Rule 144A Notes represented by Definitive Certificates will be required to represent and agree, as follows:

1 The purchaser (a) is a QIB (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI); (b) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A; (c) is acquiring such Notes for its own account or for the account of a QIB (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, an IAI) as to which the purchaser exercises sole investment discretion, and in a principal amount of not less than €250,000 for the purchaser and for each such account; and (d) will provide notice of the transfer restrictions described herein to any subsequent transferees.

2 The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (a)(i) to a person whom the purchaser reasonably believes is (x) a QIB purchasing for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (y) an IAI purchasing for its own account in a transaction meeting the requirements of Section 4(a)(2) of the Securities Act or (ii) to a non-"U.S. person" in an "offshore transaction" complying with Rule 903 or Rule 904 of Regulation S and (b) in accordance with all applicable securities laws including the securities laws of any state of the U.S. The purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands that before any interest in a Rule 144A Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Notes, the Registrar is required to receive a written certification from the purchaser (in the form provided in the Trust Deed) as to compliance with the transfer restrictions described herein. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph 2 shall be null and void *ab initio*.

3 The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.

4 In connection with the purchase of the Rule 144A Notes: (a) none of the Issuer, the Placement Agent, the Trustee, the Servicer or the Collateral Administrator is acting as a fiduciary or financial or investment adviser or servicer for the purchaser; (b) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, the Placement Agent, the Trustee, the Servicer or the Collateral Administrator other than in this Offering Circular for such Notes and any representations expressly set forth in a written agreement with such party; (c) none of the Issuer, the Placement Agent, the Trustee, the Servicer or the Collateral Administrator has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return,

performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Rule 144A Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Placement Agent, the Trustee, the Servicer or the Collateral Administrator; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Rule 144A Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; (f) the acquisition of the Rule 144A Notes is lawful under the purchaser's jurisdiction of incorporation and jurisdiction in which it operates (if different); and (g) the purchaser is a sophisticated investor.

5 The purchaser and each account for which the purchaser is acquiring such Rule 144A Notes is a QP. The purchaser is acquiring the Rule 144A Notes in a principal amount of not less than €250,000. The purchaser and each such account is acquiring the Rule 144A Notes as principal for its own account for investment and not for sale in connection with any distribution thereof. The purchaser and each such account: (a) was not formed for the specific purpose of investing in the Rule 144A Notes (except when each beneficial owner of the purchaser and each such account is a QP); (b) to the extent the purchaser is a private investment company formed before 30 April 1996, the purchaser has received the necessary consent from its beneficial owners; (c) is not a pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants, as applicable, may designate the particular investments to be made; and (d) is not a broker dealer that owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of unaffiliated issuers. Further, the purchaser agrees with respect to itself and each such account: (x) that it shall not hold such Rule 144A Notes for the benefit of any other person and shall be the sole beneficial owner thereof for all purposes; (y) that it shall not sell participation interests in the Rule 144A Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Rule 144A Notes; and (z) that the Rule 144A Notes purchased directly or indirectly by it constitute an investment of no more than 40.0 per cent. of the purchaser's and each such account's assets (except when each beneficial owner of the purchaser and each such account is a QP). The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph 5 will be of no force and effect, will be void *ab initio* and the Issuer will have the right to direct the purchaser to transfer its Rule 144A Notes to a Person who meets the foregoing criteria.

6 (a) With respect to the acquisition, holding and disposition of any Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note: (i) either (A) it is not and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any Other Plan Law, and no part of the assets to be used by it to acquire or hold such Note or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan; or (B) its acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a violation of any Other Plan Law; and (ii) it will not sell or transfer such Note (or interests therein) to an acquiror acquiring such Note (or interests therein) unless the acquiror makes the foregoing representations, warranties and agreements described in (i) hereof. Any purported transfer of such Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the acquiror understands that the Issuer will have the right to cause the sale of such Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

(b) With respect to each purchaser of a Class E Note, Class F Note or Subordinated Note acquiring such Class E Note, Class F Note or Subordinated Note from the Issuer or Placement Agent on the Issue Date in the form of a Rule 144A Global Certificate will be required to represent in writing (A) whether or not, so long as it purchases or holds any interest in any such Note it is or will become a Benefit Plan Investor or Controlling Person, and if the purchaser 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 Section 406 of ERISA and/or Section 4975 of the Code; (B) if it is a governmental, church, non-

U.S. or other plan it is not, and for so long as it holds such Note or interest therein will not be, subject to any federal, state, local or non-U.S. law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Servicer (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**") and the purchaser's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law. Each purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate other than from the Issuer or Placement Agent on the Issue Date will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person or a governmental, church, non-U.S. or other plan subject to Similar Law and, in the case of a purchaser or transferee subject to Other Plan Law, such purchaser's or transferee's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of Other Plan Law; and the purchaser and transferee will agree to the transfer restrictions described herein regarding its interest in such Note.

(c) With respect to the acquisition, holding and disposition of the Class E Notes, the Class F Notes or the Subordinated Notes in the form of a Definitive Certificate (i) (A) whether or not, for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interests therein, it is, or is acting on behalf of, a Benefit Plan Investor; (B) whether or not, for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interest therein, it is a Controlling Person; and (C) that (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code and (2) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interests therein will not be, subject to any Similar Law and (y) its acquisition, holding and disposition of such Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will not constitute or result in a violation of any Other Plan Law, (ii) that it agrees to certain transfer restrictions regarding its interest in such Class E Notes, Class F Notes or Subordinated Notes, and (iii) that it will provide a completed ERISA Certificate (in or substantially in the form set out in the Trust Deed) to the Issuer and a Transfer Agent.

It agrees and acknowledges that any purported transfer of any Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in sub-sections (b) or (c) above, or that may otherwise result in 25.0 per cent. or more of the total value of any class of such Notes to be held by "Benefit Plan Investors" for the purposes of ERISA shall be null and void *ab initio* and the acquiror understands that the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes to another acquiror that complies with the requirements of sub-sections (b) and (c), above, in accordance with the terms of the Trust Deed.

If the purchaser or transferee of any Notes or beneficial interest therein is a Benefit Plan Investor, it will be deemed to represent, warrant and agree that (i) none of the Issuer, the Placement Agent, the Servicer, the Trustee or any of their respective affiliates, has provided any investment advice within the meaning of Section 3(21) of ERISA to the Benefit Plan Investor, or to the fiduciary investing the assets of the Benefit Plan Investor ("**Fiduciary**"), in connection with its acquisition of Notes, and (ii) the Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

The purchaser acknowledges that the Issuer, the Placement Agent, the Trustee, the Servicer and the Collateral Administrator and their Affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

7 The purchaser understands that pursuant to the terms of the Trust Deed, the Issuer has agreed that the Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable, offered in reliance on Rule 144A will bear the legend set forth below, and will be represented by one or more Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable. The Rule 144A Global Certificates may not at any time be held by or on behalf of, within the U.S., persons, or outside the U.S., U.S. Persons that are not QIB/QPs (or, solely in the case of Notes purchased by the Servicer and/or its Affiliates from the Issuer on the Issue Date, IAIs and QPs). Before any interest in a Rule 144A Global Certificate may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate, the transferee will be required to provide the Trustee and the

Transfer Agent with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.

> THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS (X) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT OR (Y) SOLELY IN THE CASE OF NOTES ISSUED IN THE FORM OF DEFINITIVE CERTIFICATES (OR, SOLELY IN THE CASE OF NOTES PURCHASED BY THE SERVICER AND/OR ITS AFFILIATES FROM THE ISSUER ON THE ISSUE DATE, IN THE FORM OF RULE 144A GLOBAL CERTIFICATES), AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT), OR (2) TO A NON-U.S. PERSON IN AN "OFFSHORE TRANSACTION" COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSES OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE 30 APRIL 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE U.S. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE TRUSTEE OR ANY INTERMEDIARY. IN ADDITION TO THE FOREGOING, IN THE EVENT OF A VIOLATION OF (V) THROUGH (Z), THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE.

TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE REQUIRED OR DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF) AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY ("**BENEFIT PLAN INVESTOR**"), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD THIS NOTE OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIROR ACQUIRING THIS NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF RULE 144A GLOBAL NOTES ONLY*] [EACH PURCHASER OF THIS NOTE OR AN INTEREST HEREIN, WHERE THE PURCHASER IS PURCHASING THIS NOTE FROM THE ISSUER OR THE PLACEMENT AGENT ON THE ISSUE DATE, WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT IS OR WILL BECOME, OR IS OR WILL BE ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR WILL BECOME A CONTROLLING PERSON AND (C) THAT (1) IF IT IS OR WILL BE, OR IS OR WILL BE ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR INTEREST HEREIN) IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE SERVICER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION

4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR AN INTEREST HEREIN, OTHER THAN WHERE THE PURCHASER IS PURCHASING THIS NOTE FROM THE ISSUER OR THE PLACEMENT AGENT ON THE ISSUE DATE, WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (A) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY SIMILAR LAW, AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY OTHER PLAN LAW. EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF THIS NOTE IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I ERISA, (B) A PLAN TO WHICH SUBJECT TO SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE (OR INTEREST HEREIN) TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

THE FAILURE TO PROVIDE THE ISSUER AND THE PRINCIPAL PAYING AGENT WITH THE PROPERLY COMPLETED AND SIGNED TAX CERTIFICATIONS (GENERALLY, IN THE CASE OF U.S. FEDERAL INCOME TAX, AN INTERNAL REVENUE SERVICE FORM W-9 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES

PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR THE APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK-UP WITHHOLDING FROM PAYMENTS IN RESPECT OF SUCH NOTE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR AN INTEREST HEREIN WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR INTEREST HEREIN) IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE SERVICER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF THIS NOTE IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "**PLAN ASSETS**" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

EACH PURCHASER OF THIS NOTE OR AN INTEREST HEREIN THAT IS A BENEFIT PLAN INVESTOR IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (I) NONE OF THE ISSUER, THE PLACEMENT AGENT, THE SERVICER, THE TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO THE BENEFIT PLAN INVESTOR, OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("**FIDUCIARY**"), IN CONNECTION WITH ITS ACQUISITION OF NOTES; AND (II) THE FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THE NOTES.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, THE CLASS D NOTES, THE CLASS E NOTES AND THE CLASS F NOTES*] [THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY CONTACTING THE ISSUER AT 32 MOLESWORTH STREET, DUBLIN 2, IRELAND. THE ISSUER SHALL APPOINT EXTERNAL ACCOUNTANTS TO ASSIST IN THE COMPILATION OF THE RELEVANT INFORMATION AND THE REQUESTING NOTEHOLDER SHALL BE RESPONSIBLE FOR THE FEES INCURRED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES ONLY*] [EACH NOTEHOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(A)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH NOTE OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT EITHER (A) IT IS NOT A BANK (WITHIN THE MEANING OF SECTION 881(C)(3)(A) OF THE CODE), (B) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8BEN-E REPRESENTING THAT IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE U.S. THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE U.S., (C) (X) AFTER GIVING EFFECT TO ITS PURCHASE OF NOTES, IT WILL NOT DIRECTLY OR INDIRECTLY OWN MORE THAN 33-1/3 PER CENT., BY VALUE, OF THE AGGREGATE OF THE NOTES WITHIN SUCH CLASS AND ANY OTHER NOTES THAT ARE RANKED *PARI PASSU* WITH OR ARE SUBORDINATED TO SUCH NOTES, AND WILL NOT OTHERWISE BE RELATED TO THE ISSUER (WITHIN THE MEANING OF U.S. TREASURY REGULATIONS SECTION1.881-3) AND (Y) IT IS NOT PURCHASING THE NOTE IN ORDER TO REDUCE ITS U.S. FEDERAL INCOME TAX LIABILITY PURSUANT TO A TAX AVOIDANCE PLAN (WITHIN THE MEANING OF U.S. TREASURY REGULATIONS SECTION 1.881-3); OR (D) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8ECI REPRESENTING THAT ALL PAYMENTS RECEIVED OR TO BE RECEIVED BY IT FROM THE ISSUER ARE EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE U.S.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, THE CLASS B NOTES, THE CLASS C NOTES AND THE CLASS D NOTES IN THE FORM OF SERVICER REMOVAL AND REPLACEMENT NON-VOTING NOTES OR SERVICER REMOVAL AND REPLACEMENT*

EXCHANGEABLE NON-VOTING NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF ANY VOTES IN RESPECT OF A SERVICER REMOVAL RESOLUTION AND/OR A SERVICER REPLACEMENT RESOLUTION.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, THE CLASS B NOTES, THE CLASS C NOTES AND THE CLASS D NOTES IN THE FORM OF SERVICER REMOVAL AND REPLACEMENT VOTING NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL CARRY A RIGHT TO VOTE IN RESPECT OF, AND BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF ANY VOTES IN RESPECT OF A SERVICER REMOVAL RESOLUTION AND/OR A SERVICER REPLACEMENT RESOLUTION.]

AN INVESTMENT IN THIS NOTE DOES NOT HAVE THE STATUS OF A BANK DEPOSIT IN IRELAND AND IS NOT WITHIN THE SCOPE OF THE DEPOSIT PROTECTION SCHEME OPERATED BY THE CENTRAL BANK OF IRELAND. THE ISSUER IS NOT REGULATED OR AUTHORISED BY THE CENTRAL BANK OF IRELAND BY VIRTUE OF ISSUING THIS NOTE.

8 The purchaser will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

9 Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

10 Without limiting the foregoing, by purchasing a Note, each purchaser will acknowledge and agree, among other things, that it understands that the Issuer is not registered as an investment company under the Investment Company Act, and that the Issuer intends to rely on an exception contained in Section 3(c)(7) of the Investment Company Act and Rule 3a-7 of the Investment Company Act; provided that the Issuer (or the Servicer on its behalf) may elect (which election may be made only upon confirmation from the Servicer that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception from the Investment Company Act contained in Section 3(c)(7) by written notice thereof to the Trustee. Section 3(c)(7) excepts from the definition of "investment company" those issuers that privately place their securities solely to, and whose securities are held solely by, persons who at the time of purchase are "qualified purchasers" or entities owned exclusively by "qualified purchasers" as further described herein.

11 The purchaser or transferee will treat the Issuer and the Notes as described in the "*Tax Considerations – Certain U.S. Federal Income Tax Considerations*" section of the Offering Circular for all U.S. federal, state and local income tax purposes and will take no action inconsistent with such treatment unless required by law.

12 The purchaser or transferee will, in a timely manner, furnish the Issuer or its agents with any tax forms or certifications (including, without limitation, IRS Form W-9, an applicable IRS Form W-8, or any successors to such IRS forms) that the Issuer or its agents may reasonably request: (A) to permit the Issuer or its agents to make payments to the purchaser or transferee without, or at a reduced rate of, deduction or withholding; (B) to enable the Issuer or its agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Issuer or its agents receive payments; and (C) to enable the Issuer or its agents to satisfy reporting and other obligations under the Code and U.S. Treasury Regulations or under any other applicable law, and will update or replace any tax forms or certifications as appropriate or in accordance with their terms or subsequent amendments thereto. Each purchaser or transferee acknowledges that the failure to provide, update or replace any such tax forms or certifications may result in the imposition of withholding or back up withholding upon payments to such purchaser or transferee, or to the Issuer. Amounts withheld from payments to the purchaser or transferee

by the Issuer or its agents that are, in their sole judgement, required to be withheld pursuant to applicable tax laws will be treated as having been paid to the purchaser or transferee by the Issuer.

13 The purchaser or transferee will provide the Issuer or its agents with any correct, complete and accurate information and documentation that may be required for the Issuer to comply with FATCA and/or the CRS and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer. In the event the purchaser or transferee fails to provide such information or documentation for the purposes of FATCA, or to the extent that its ownership of Notes would otherwise cause the Issuer to be subject to any tax under FATCA; (A) the Issuer or its agents is authorised to withhold amounts otherwise distributable to the purchaser or transferee as compensation for any amounts withheld from payments to or for the benefit of the Issuer as a result of such failure or such ownership; and (B) except in the case of the Retention Notes, to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or such ownership, the Issuer will have the right to compel the purchaser or transferee to sell its Notes and, if such purchaser or transferee does not sell its Notes within 10 Business Days after notice from the Issuer or its agents, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any taxes incurred by the Issuer in connection with such sale) to such person as payment in full for such Notes. The Issuer may also assign each such Note a separate ISIN in the Issuer's sole discretion. Each purchaser or transferee agrees that the Issuer, the Trustee or their agents or representatives may (1) provide any information and documentation concerning its investment in its Notes to the Office of the Revenue Commissioners of Ireland, the U.S. Internal Revenue Service and any other relevant tax authority and (2) take such other steps as they deem necessary or helpful to ensure that the Issuer complies with FATCA and/or the CRS.

14 If it is a purchaser or transferee of Class E Notes, Class F Notes or Subordinated Notes and is not a United States person (as defined in Section 7701(a)(30) of the Code), it represents that either:

(a) it is not a bank (within the meaning of Section 881(c)(3)(A) of the Code),

(b) it has provided an IRS Form W-8BEN-E representing that it is a person that is eligible for benefits under an income tax treaty with the U.S. that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the U.S.;

(c) (x) after giving effect to its purchase of Notes, it will not directly or indirectly own more than 33-1/3 per cent., by value, of the aggregate of the Notes within such Class and any other Notes that are ranked pari passu with or are subordinated to such Notes, and will not otherwise be related to the Issuer (within the meaning of U.S. Treasury Regulations Section 1.881-3) and (y) it is not purchasing the Note in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan (within the meaning of U.S. Treasury Regulations Section 1.881-3); or

(d) it has provided an IRS Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the U.S.

15 If it is a purchaser or transferee of Subordinated Notes and owns more than 50.0 per cent. of the Subordinated Notes by value or is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in U.S. Treasury Regulations Section 1.1471-5(i) (or any successor provision)), it will: (A) confirm that any member of such expanded affiliated group (assuming that the Issuer is a "registered deemed-compliant FFI" within the meaning of U.S. Treasury Regulations Section 1.1471-1(b)(111) (or any successor provision)) that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any U.S. Treasury Regulations promulgated thereunder is either a "participating FFI", a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of U.S. Treasury Regulations Section 1.1471-4(e) (or any successor provision); and (B) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any U.S. Treasury Regulations promulgated thereunder is not either a "participating FFI", a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of U.S. Treasury Regulations Section 1.1471-4(e) (or any successor provision), in each case except to the extent that the Issuer or its agents have provided the purchaser or transferee with an express waiver of this requirement.

16 No purchaser or transferee of Subordinated Notes will treat any income with respect to its Subordinated Notes as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.

17 The purchaser understands and acknowledges that the Issuer has the right under the Trust Deed to compel any Non-Permitted Holder or Non-Permitted ERISA Holder to sell its interest in the Notes, or may sell such interest in its Notes on behalf of such Non-Permitted Holder or Non-Permitted ERISA Holder.

18 The purchaser understands and acknowledges that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositaries.

Regulation S Notes

Each purchaser or transferee of Regulation S Notes will be deemed to have made the representations (or in the case of a Definitive Certificate, shall make the representations) set forth in clauses (3), (4), (6), (8) and (10) through (18) (inclusive) above (except that references to Rule 144A Notes shall be deemed to be references to Regulation S Notes) and to have further represented and agreed as follows:

1 The purchaser is located outside the U.S. and is not a U.S. Person.

2 The purchaser understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, the Placement Agent and any of their Affiliates, that, if it decides to resell, pledge or otherwise transfer such Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act and only: (i) to a person: (A) it reasonably believes is (x) a QIB purchasing for its own account or for the account of a QIB in a nominal amount of not less than €250,000 for it and each such account, in a transaction that meets the requirements of Rule 144A and takes delivery in the form of a Rule 144A Note or (y) an IAI purchasing for its own account in a transaction that meets the requirements of Section 4(a)(2) of the Securities Act and takes delivery in the form of a Definitive Certificate; and (B) that constitutes a QP; or (ii) to a non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904 (as applicable) under Regulation S.

3 With respect to each purchaser of a Class E Note, Class F Note or Subordinated Note acquiring such Class E Note, Class F Note or Subordinated Note from the Issuer or Placement Agent on the Issue Date in the form of a Regulation S Note will be required to represent in writing (A) whether or not, so long as it purchases or holds any interest in any such Note it is or will become a Benefit Plan Investor or Controlling Person, and if the purchaser 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 Section 406 of ERISA and/or Section 4975 of the Code; (B) if it is a governmental, church, non-U.S. or other plan it is not, and for so long as it holds such Note or interest therein will not be, subject to any Similar Law and the purchaser's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law. Each purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a or a Regulation S Note other than from the Issuer or Placement Agent on the Issue Date will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person or a governmental, church, non-U.S. or other plan subject to Similar Law and, in the case of a purchaser or transferee subject to Other Plan Law, such purchaser's or transferee's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law; and the purchaser and transferee will agree to the transfer restrictions described herein regarding its interest in such Note.

4 The purchaser understands that unless the Issuer determines otherwise in compliance with applicable law, such Notes will bear a legend set forth below.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES

FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS (X) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT OR (Y) SOLELY IN THE CASE OF NOTES ISSUED IN THE FORM OF DEFINITIVE CERTIFICATES (OR, SOLELY IN THE CASE OF NOTES PURCHASED BY THE SERVICER AND/OR ITS AFFILIATES FROM THE ISSUER ON THE ISSUE DATE, IN THE FORM OF RULE 144A GLOBAL CERTIFICATES), AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT), OR (2) TO A NON-U.S. PERSON IN AN "OFFSHORE TRANSACTION" COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSES OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE 30 APRIL 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE U.S. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE TRUSTEE OR ANY INTERMEDIARY. IN ADDITION TO THE FOREGOING, IN THE EVENT OF A VIOLATION OF (V) THROUGH (Z), THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE.

TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, THE CLASS B NOTES, THE CLASS C NOTES AND THE CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE REQUIRED OR DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF) AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY ("**BENEFIT PLAN INVESTOR**"), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR

OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD THIS NOTE OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIROR ACQUIRING THIS NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF REGULATION S GLOBAL NOTES ONLY*] [EACH PURCHASER OF THIS NOTE OR AN INTEREST HEREIN, WHERE THE PURCHASER IS PURCHASING THIS NOTE FROM THE ISSUER OR THE PLACEMENT AGENT ON THE ISSUE DATE, WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR WILL BECOME, OR IS OR WILL BE ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR WILL BE A CONTROLLING PERSON AND (C) THAT (1) IF IT IS OR WILL BECOME, OR IS OR WILL BE ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR INTEREST HEREIN) IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE SERVICER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR AN INTEREST HEREIN, OTHER THAN WHERE THE PURCHASER IS PURCHASING THIS NOTE FROM THE ISSUER OR THE PLACEMENT AGENT ON THE ISSUE DATE, WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (A) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY SIMILAR LAW, AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY OTHER PLAN LAW. EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF THIS NOTE IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE

AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A PLAN TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE (OR INTEREST HEREIN) TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

THE FAILURE TO PROVIDE THE ISSUER AND THE PRINCIPAL PAYING AGENT WITH THE PROPERLY COMPLETED AND SIGNED TAX CERTIFICATIONS (GENERALLY, IN THE CASE OF U.S. FEDERAL INCOME TAX, AN INTERNAL REVENUE SERVICE FORM W-9 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR THE APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK-UP WITHHOLDING FROM PAYMENTS IN RESPECT OF SUCH NOTE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR AN INTEREST HEREIN WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING

PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR INTEREST HEREIN) IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE SERVICER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF THIS NOTE IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "**PLAN ASSETS**" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER

CENT. LIMITATION TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

EACH PURCHASER OF THIS NOTE OR AN INTEREST HEREIN THAT IS A BENEFIT PLAN INVESTOR IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (I) NONE OF THE ISSUER, THE PLACEMENT AGENT, THE SERVICER, THE TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO THE BENEFIT PLAN INVESTOR, OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("**FIDUCIARY**"), IN CONNECTION WITH ITS ACQUISITION OF NOTES; AND (II) THE FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THE NOTES.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, THE CLASS D NOTES, THE CLASS E NOTES AND THE CLASS F NOTES*] [THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY CONTACTING THE ISSUER AT 32 MOLESWORTH STREET, DUBLIN 2, IRELAND. THE ISSUER SHALL APPOINT EXTERNAL ACCOUNTANTS TO ASSIST IN THE COMPILATION OF THE RELEVANT INFORMATION AND THE REQUESTING NOTEHOLDER SHALL BE RESPONSIBLE FOR THE FEES INCURRED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES ONLY*] [EACH NOTEHOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(A)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH NOTE OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT EITHER (A) IT IS NOT A BANK (WITHIN THE MEANING OF SECTION 881(C)(3)(A) OF THE CODE), (B) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8BEN-E REPRESENTING THAT IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE U.S. THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE U.S., (C) (X) AFTER GIVING EFFECT TO ITS PURCHASE OF NOTES, IT WILL NOT DIRECTLY OR INDIRECTLY OWN MORE THAN 33-1/3 PER CENT., BY VALUE, OF THE AGGREGATE OF THE NOTES WITHIN SUCH CLASS AND ANY OTHER NOTES THAT ARE RANKED *PARI PASSU* WITH OR ARE SUBORDINATED TO SUCH NOTES, AND WILL NOT OTHERWISE BE RELATED TO THE ISSUER (WITHIN THE MEANING OF U.S. TREASURY REGULATIONS SECTION 1.881-3) AND (Y) IT IS NOT PURCHASING THE NOTE IN ORDER TO REDUCE ITS U.S. FEDERAL INCOME TAX LIABILITY PURSUANT TO A TAX AVOIDANCE PLAN (WITHIN THE MEANING OF U.S. TREASURY REGULATIONS SECTION 1.881-3); OR (D) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8ECI REPRESENTING THAT ALL PAYMENTS RECEIVED OR TO BE RECEIVED BY IT FROM THE ISSUER ARE EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE U.S.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, THE CLASS B NOTES, THE CLASS C NOTES AND THE CLASS D NOTES IN THE FORM OF SERVICER REMOVAL AND REPLACEMENT NON-VOTING NOTES OR SERVICER REMOVAL AND REPLACEMENT EXCHANGEABLE NON-VOTING NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF ANY VOTES IN RESPECT OF A SERVICER REMOVAL RESOLUTION AND/OR A SERVICER REPLACEMENT RESOLUTION.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, THE CLASS B NOTES, THE CLASS C NOTES AND THE CLASS D NOTES IN THE FORM OF SERVICER REMOVAL AND REPLACEMENT VOTING NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL CARRY A RIGHT TO VOTE IN RESPECT OF, AND BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND

THE RESULT OF ANY VOTES IN RESPECT OF A SERVICER REMOVAL RESOLUTION AND/OR A SERVICER REPLACEMENT RESOLUTION.]

AN INVESTMENT IN THIS NOTE DOES NOT HAVE THE STATUS OF A BANK DEPOSIT IN IRELAND AND IS NOT WITHIN THE SCOPE OF THE DEPOSIT PROTECTION SCHEME OPERATED BY THE CENTRAL BANK OF IRELAND. THE ISSUER IS NOT REGULATED OR AUTHORISED BY THE CENTRAL BANK OF IRELAND BY VIRTUE OF ISSUING THIS NOTE.

5 The purchaser acknowledges that the Issuer, the Placement Agent, the Retention Holder, the Trustee, the Servicer or the Collateral Administrator and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

6 The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. Persons or U.S. Residents.

7 Before any interest in a Regulation S Global Certificate may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate, the transferee will be required to provide the Trustee and the Transfer Agent with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.

A transferor who transfers an interest in a Regulation S Note to a transferee who will hold the interest in the same form is not required to make any additional representation or certification.

GENERAL INFORMATION

Clearing Systems

The Notes of each Class have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Common Code and International Securities Identification Number ("**ISIN**") for the Notes of each Class:

	Regulation S Notes		Rule 144A Notes	
	ISIN	**Common Code**	**ISIN**	**Common Code**
Class A Servicer Removal and Replacement Voting Notes	XS2223791729	222379172	XS2223791992	222379199
Class A Servicer Removal and Replacement Exchangeable Non-Voting Notes	XS2223792024	222379202	XS2223792297	222379229
Class A Servicer Removal and Replacement Non-Voting Notes	XS2223792370	222379237	XS2223792453	222379245
Class B Servicer Removal and Replacement Voting Notes	XS2223792537	222379253	XS2223792610	222379261
Class B Servicer Removal and Replacement Exchangeable Non-Voting Notes	XS2223792701	222379270	XS2223792883	222379288
Class B Servicer Removal and Replacement Non-Voting Notes	XS2223792966	222379296	XS2223793006	222379300
Class C Servicer Removal and Replacement Voting Notes	XS2223793188	222379318	XS2223793261	222379326
Class C Servicer Removal and Replacement Exchangeable Non-Voting Notes	XS2223793345	222379334	XS2223793428	222379342
Class C Servicer Removal and Replacement Non-Voting Notes	XS2223793774	222379377	XS2223793691	222379369
Class D Servicer Removal and Replacement Voting Notes	XS2223793857	222379385	XS2223794152	222379415
Class D Servicer Removal and Replacement Exchangeable Non-Voting Notes	XS2223793931	222379393	XS2223794079	222379407
Class D Servicer Removal and Replacement Non-Voting Notes	XS2223794400	222379440	XS2223794236	222379423
Class E Notes	XS2223794319	222379431	XS2223794749	222379474
Class F Notes	XS2223794582	222379458	XS2223794665	222379466
Subordinated Notes	XS2223795043	222379504	XS2223794822	222379482

Legal Entity Identification

The Issuer's Legal Entity Identification is: 549300NFF5XS5I85VZ14.

Listing

This Offering Circular does not constitute a prospectus for the purposes of the Prospectus Regulation. The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation.

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on the Global Exchange Market which is the exchange regulated market of Euronext Dublin (the "**Global Exchange Market**"). The Global Exchange Market is not a regulated market for the purposes of MIFID II. References in this Offering Circular to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to the Official List. It is anticipated that such listing and admission to trading will take place on or about the Issue Date. There can be no assurance that any such approval will be granted or, if granted, that such listing and admission to trading will be maintained. This Offering Circular constitutes listing particulars for the purpose of such listing application and has been approved by Euronext Dublin.

Consents and Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Ireland (if any) in connection with the issue and performance of the Notes. The issue of the Notes was authorised by resolutions of the board of Directors of the Issuer passed on 2 October 2020.

No Significant or Material Change

There has been no significant change in the financial or trading position or prospects of the Issuer since its incorporation on 28 July 2020 and there has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 28 July 2020.

No Litigation

The Issuer is not involved, and has not been involved, in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the Issuer's financial position or profitability.

Accounts

Since the date of its incorporation, other than entering into certain documentation which has now been terminated, without any net assets or liabilities for the Issuer relating to a transaction which did not proceed, the Issuer has not commenced operations other than in respect of entering into the warehouse agreements in respect of the acquisition of certain assets to be comprised in the Portfolio on or prior to the Issue Date and has not produced accounts.

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer can be obtained at the specified offices of the Transfer Agents during normal business hours. The first financial statements of the Issuer will be in respect of the period from incorporation to 31 December 2021. The annual accounts of the Issuer will be audited. The Issuer will not prepare interim financial statements.

The Trust Deed will require the Issuer to provide written confirmation to the Trustee on an annual basis and otherwise promptly on request that no Event of Default or Potential Event of Default (as defined in the Trust Deed) or other matter which is required to be brought to the Trustee's attention has occurred.

Documents Available

Copies of the following documents may be inspected in electronic format (and, in the case of each of (h) and (i) below, will be available for collection free of charge) at the specified offices of the Principal Paying Agent and Transfer Agents and at the registered office of Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution of the Issuer;

(b) the Trust Deed (which includes the form of each Note of each Class);

(c) the Agency Agreement;

(d) the Servicing Agreement;

(e) the Corporate Services Agreement;

(f) this Offering Circular;

(g) each Monthly Report;

(h) each Payment Date Report; and

(i) the Risk Retention Letter.

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

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

Enforceability of Judgments

The Issuer is a designated activity company incorporated under the laws of Ireland. None of the Directors or officers of the Issuer are residents of the U.S., and all or a substantial portion of the assets of the Issuer and such persons may be located outside of the U.S. at any time. As a result, it may not be possible for investors to effect service of process within the U.S. upon the Issuer or such persons or to enforce against any of them in the U.S. courts judgments obtained in U.S. courts, including judgments predicated upon civil liability provisions of the securities laws of the U.S. or any State or territory within the U.S.

As the U.S. is not a party to a convention with Ireland in respect of the enforcement of judgments, common law rules apply in order to determine whether a judgment of the U.S. courts is enforceable in Ireland. A judgment of the U.S. courts will be enforced by the courts of Ireland if the following general requirements are met:

(a) the U.S. courts must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the submission to jurisdiction by the defendant would satisfy this rule); and

(b) the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it. A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. Where, however, the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment should not be actionable in Ireland. It remains to be determined whether final judgment given in default of appearance is final and conclusive.

However, the Irish courts may refuse to enforce a judgment of the U.S. courts which meets the above requirements for one of the following reasons:

(i) if the judgment is not for a definite sum of money;

(ii) if the judgment was obtained by fraud;

(iii) the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;

(iv) the judgment is contrary to Irish public policy or involves certain U.S. laws which will not be enforced in Ireland;

(v) jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Superior Courts Rules;

(vi) there is no practical benefit to the party in whose favour the foreign judgment is made in seeking to have that judgment enforced in Ireland;

(vii) the judgment is inconsistent with a judgment of the courts of Ireland in relation to the same matter; or

(viii) enforcement proceedings are not instituted in Ireland within six years of the date of the judgment.

Listing Agent

Maples and Calder LLP is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the Global Exchange Market for the purposes of the Prospectus Regulation.

INDEX OF DEFINED TERMS

ANNEX A

FORM OF IRISH TAX DECLARATION

Interest on Quoted Eurobonds

Declaration of residence outside Ireland for the purposes of

Section 64(7) Taxes Consolidation Act 1997[1]

Before completing this declaration, please consult the notes overleaf in relation to residence.

Declaration on own behalf

I/we/the company* declare that I am/we are/the company* is beneficially entitled to the interest in respect of which this declaration is made and that

- I am/we are/the company is* not resident in Ireland, and
- Should I/we/the company* become resident in Ireland I will/we will* so inform you, in writing, accordingly.

*Delete as appropriate

Declaration on behalf of beneficial owner[2]

I/we/the company* being the person to whom the interest is payable declare:

- That the person(s) named below is/are beneficially entitled to the interest to which this declaration refers;
- That the person(s) who is/are beneficially entitled to the interest is/are not resident in Ireland; and,
- I/we/the company* will inform you in writing if I/we/the company* become aware that the beneficial owner(s) of the interest becomes resident in Ireland.

*Delete as appropriate

Name and address of beneficial owner:_____

_____

Country of residence: _____

Name and address of the person to whom the interest is payable on behalf of the beneficial

owner, (where applicable): _____

_____

[3]Signature of declarer:_____[4]Capacity_____

IMPORTANT NOTES

This is a Revenue authorised declaration. It is subject to inspection by Revenue. It is an offence to make a false declaration.

1 This declaration must be made to the "relevant person". (See overleaf for definition)

2 This section applies where the interest is paid to a nominee, agent or trustee on behalf of the beneficial owner.

3 This declaration must be signed by either the beneficial owner or the person to whom the interest is payable on behalf of the beneficial owner. In the case of a company the declaration must be signed by the company secretary or other such authorised officer. Where the declaration is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.

4 State whether you are signing as beneficial owner or as the person to whom the interest is payable on behalf of the beneficial owner.

A relevant person is:

(a) the person by or through whom the interest is paid;

(b) a banker or any other person in the State who receives or obtains payment of Eurobond interest for another person by means of presenting coupons;

(c) a bank in the state which sells or otherwise realises coupons and pays over the proceeds to another person or carries them into an account for another person; or

(d) a dealer in coupons who purchases coupons.

Residence Individual

An individual will be regarded as being resident in Ireland for a tax year if s/he:

1) spends 183 days or more in the State in that tax year; or

2) has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

Presence in a tax year by an individual of not more than 30 days in the State will not be reckoned for the purpose of applying the two-year test. Presence in the State for a day means the personal presence of an individual at the end of the day (midnight). From 1 January 2009, presence in the State for a day means the personal presence of an individual at any time during the day.

Residence – Company

A company which has its central management and control in Ireland (the "**State**") is resident in the State irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in the State is resident in the State except where: -

- the company or a related company carries on a trade in the State, and either the company is ultimately controlled by persons resident in EU Member States, the UK or countries with which the Republic of Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU, the UK or in a tax treaty country, or

- the company is regarded as not resident in the State under a double taxation treaty between the Republic of Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in Section 23A Taxes Consolidation Act, 1997.

ANNEX B

S&P RECOVERY RATES

(a) (i) If a Collateral Debt Obligation has an S&P Recovery Rating, or is *pari passu* with another obligation of the same Obligor that has an S&P Recovery Rating and is secured by the same collateral as such other obligation, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rating of Collateral Debt Obligation	**Initial Rated Note Rating**							
	Range from published reports	**"AAA"**	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B"**	**"CCC"**
1+	100	75.0%	85.0%	88.0%	90.0%	92.0%	95.0%	95.0%
1	95	70.0%	80.0%	84.0%	87.5%	91.0%	95.0%	95.0%
1	90	65.0%	75.0%	80.0%	85.0%	90.0%	95.0%	95.0%
2	85	62.5%	72.5%	77.5%	83.0%	88.0%	92.0%	92.0%
2	80	60.0%	70.0%	75.0%	81.0%	86.0%	89.0%	89.0%
2	75	55.0%	65.0%	70.5%	77.0%	82.5%	84.0%	84.0%
2	70	50.0%	60.0%	66.0%	73.0%	79.0%	79.0%	79.0%
3	65	45.0%	55.0%	61.0%	68.0%	73.0%	74.0%	74.0%
3	60	40.0%	50.0%	56.0%	63.0%	67.0%	69.0%	69.0%
3	55	35.0%	45.0%	51.0%	58.0%	63.0%	64.0%	64.0%
3	50	30.0%	40.0%	46.0%	53.0%	59.0%	59.0%	59.0%
4	45	28.5%	37.5%	44.0%	49.5%	53.5%	54.0%	54.0%
4	40	27.0%	35.0%	42.0%	46.0%	48.0%	49.0%	49.0%
4	35	23.5%	30.5%	37.5%	42.5%	43.5%	44.0%	44.0%
4	30	20.0%	26.0%	33.0%	39.0%	39.0%	39.0%	39.0%
5	25	17.5%	23.0%	28.5%	32.5%	33.5%	34.0%	34.0%
5	20	15.0%	20.0%	24.0%	26.0%	28.0%	29.0%	29.0%
5	15	10.0%	15.0%	19.5%	22.5%	23.5%	24.0%	24.0%
5	10	5.0%	10.0%	15.0%	19.0%	19.0%	19.0%	19.0%
6	5	3.5%	7.0%	10.5%	13.5%	14.0%	14.0%	14.0%
6	0	2.0%	4.0%	6.0%	8.0%	9.0%	9.0%	9.0%

* If a recovery range is not available for a given obligation with an S&P Recovery Rating of "1" through "6" (inclusive), the lower recovery range for the applicable S&P Recovery Rating shall apply.

(ii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is an Unsecured Senior Obligation or a Second Lien Loan and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond (a "**Senior Secured Debt Instrument**") that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Group A

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
1	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
2	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
3	12.0%	15.0%	18.0%	21.0%	22.0%	23.0%
4	5.0%	8.0%	11.0%	13.0%	14.0%	15.0%
5	2.0%	4.0%	6.0%	8.0%	9.0%	10.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligors Domiciled in Group B

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
1	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
2	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
3	8.0%	11.0%	13.0%	15.0%	16.0%	17.0%
4	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
5	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligors Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
1	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
2	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
3	5.0%	7.0%	9.0%	10.0%	11.0%	12.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

(iii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is not a Senior Secured Loan, a Second Lien Loan or an Unsecured Senior Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Groups A and B

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
1	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
2	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
3	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

For Obligors Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
1	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
2	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
3	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

(b) If an S&P Recovery Rate cannot be determined using clause (a) above, the S&P Recovery Rate shall be determined as follows:

Recovery rates for Obligors Domiciled in Group A, B or C:

Priority Category	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
Senior Secured Loans (excluding Cov–Lite Loans)						
Group A	50.0%	55.0%	59.0%	63.0%	75.0%	79.0%
Group B	39.0%	42.0%	46.0%	49.0%	60.0%	63.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Senior Secured Loans that are Cov–Lite Loans and Senior Secured Bonds						
Group A	41.0%	46.0%	49.0%	53.0%	63.0%	67.0%
Group B	32.0%	35.0%	39.0%	41.0%	50.0%	53.0%

Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Unsecured Senior Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds (if not a Subordinated Obligation)						
Group A	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
Group B	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
Group C	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
Subordinated Obligations						
Group A	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group B	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group C	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

S&P Recovery Rate

CDO Evaluator Country Codes, Regions and Recovery Groups			
Country Name	Country Code	Region	Recovery Group
Afghanistan	93	5 - Asia: India, Pakistan and Afghanistan	C
Albania	355	16 - Europe: Eastern	C
Algeria	213	11 - Middle East: MENA	C
Andorra	376	102 - Europe: Western	C
Angola	244	13 - Africa: Sub-Saharan	C
Anguilla	1264	2 - Americas: Other Central and Caribbean	C
Antigua	1268	2 - Americas: Other Central and Caribbean	C
Argentina	54	4 - Americas: Mercosur and Southern Cone	C
Armenia	374	14 - Europe: Russia & CIS	C
Aruba	297	2 - Americas: Other Central and Caribbean	C
Ascension	247	12 - Africa: Southern	C
Australia	61	105 - Asia-Pacific: Australia and New Zealand	A
Austria	43	102 - Europe: Western	A
Azerbaijan	994	14 - Europe: Russia & CIS	C
Bahamas	1242	2 - Americas: Other Central and Caribbean	C
Bahrain	973	10 - Middle East: Gulf States	C
Bangladesh	880	6 - Asia: Other South	C
Barbados	246	2 - Americas: Other Central and Caribbean	C
Belarus	375	14 - Europe: Russia & CIS	C
Belgium	32	102 - Europe: Western	A
Belize	501	2 - Americas: Other Central and Caribbean	C
Benin	229	13 - Africa: Sub-Saharan	C
Bermuda	441	2 - Americas: Other Central and Caribbean	C
Bhutan	975	6 - Asia: Other South	C
Bolivia	591	3 - Americas: Andean	C
Bosnia and Herzegovina	387	16 - Europe: Eastern	C
Botswana	267	12 - Africa: Southern	C
Brazil	55	4 - Americas: Mercosur and Southern Cone	B
British Virgin Islands	284	2 - Americas: Other Central and Caribbean	C
Brunei	673	8 - Asia: Southeast, Korea and Japan	C
Bulgaria	359	16 - Europe: Eastern	C
Burkina Faso	226	13 - Africa: Sub-Saharan	C
Burundi	257	13 - Africa: Sub-Saharan	C
Cambodia	855	8 - Asia: Southeast, Korea and Japan	C
Cameroon	237	13 - Africa: Sub-Saharan	C
Canada	2	101 - Americas: U.S. and Canada	A
Cape Verde Islands	238	13 - Africa: Sub-Saharan	C
Cayman Islands	345	2 - Americas: Other Central and Caribbean	C
Central African Republic	236	13 - Africa: Sub-Saharan	C
Chad	235	13 - Africa: Sub-Saharan	C
Chile	56	4 - Americas: Mercosur and Southern Cone	C

China	86	7 - Asia: China, Hong Kong, Taiwan	C
Colombia	57	3 - Americas: Andean	C
Comoros	269	13 - Africa: Sub-Saharan	C
Congo-Brazzaville	242	13 - Africa: Sub-Saharan	C
Congo-Kinshasa	243	13 - Africa: Sub-Saharan	C
Cook Islands	682	105 - Asia-Pacific: Australia and New Zealand	C
Costa Rica	506	2 - Americas: Other Central and Caribbean	C
Cote d'Ivoire	225	13 - Africa: Sub-Saharan	C
Croatia	385	16 - Europe: Eastern	C
Cuba	53	2 - Americas: Other Central and Caribbean	C
Curacao	599	2 - Americas: Other Central and Caribbean	C
Cyprus	357	102 - Europe: Western	C
Czech Republic	420	15 - Europe: Central	B
Denmark	45	102 - Europe: Western	A
Djibouti	253	17 - Africa: Eastern	C
Dominica	767	2 - Americas: Other Central and Caribbean	C
Dominican Republic	809	2 - Americas: Other Central and Caribbean	C
East Timor	670	8 - Asia: Southeast, Korea and Japan	C
Ecuador	593	3 - Americas: Andean	C
Egypt	20	11 - Middle East: MENA	C
El Salvador	503	2 - Americas: Other Central and Caribbean	C
Equatorial Guinea	240	13 - Africa: Sub-Saharan	C
Eritrea	291	17 - Africa: Eastern	C
Estonia	372	15 - Europe: Central	C
Ethiopia	251	17 - Africa: Eastern	C
Fiji	679	9 - Asia-Pacific: Islands	C
Finland	358	102 - Europe: Western	A
France	33	102 - Europe: Western	A
French Guiana	594	2 - Americas: Other Central and Caribbean	C
French Polynesia	689	9 - Asia-Pacific: Islands	C
Gabonese Republic	241	13 - Africa: Sub-Saharan	C
Gambia	220	13 - Africa: Sub-Saharan	C
Georgia	995	14 - Europe: Russia & CIS	C
Germany	49	102 - Europe: Western	A
Ghana	233	13 - Africa: Sub-Saharan	C
Greece	30	102 - Europe: Western	C
Grenada	473	2 - Americas: Other Central and Caribbean	C
Guadeloupe	590	2 - Americas: Other Central and Caribbean	C
Guatemala	502	2 - Americas: Other Central and Caribbean	C
Guinea	224	13 - Africa: Sub-Saharan	C
Guinea-Bissau	245	13 - Africa: Sub-Saharan	C
Guyana	592	2 - Americas: Other Central and Caribbean	C
Haiti	509	2 - Americas: Other Central and Caribbean	C
Honduras	504	2 - Americas: Other Central and Caribbean	C
Hong Kong	852	7 - Asia: China, Hong Kong, Taiwan	A
Hungary	36	15 - Europe: Central	C
Iceland	354	102 - Europe: Western	C
India	91	5 - Asia: India, Pakistan and Afghanistan	C
Indonesia	62	8 - Asia: Southeast, Korea and Japan	C
Iran	98	10 - Middle East: Gulf States	C
Iraq	964	10 - Middle East: Gulf States	C
Ireland	353	102 - Europe: Western	A
Isle of Man	101	102 - Europe: Western	C
Israel	972	11 - Middle East: MENA	A
Italy	39	102 - Europe: Western	B
Jamaica	876	2 - Americas: Other Central and Caribbean	C
Japan	81	8 - Asia: Southeast, Korea and Japan	A
Jordan	962	11 - Middle East: MENA	C
Kazakhstan	8	14 - Europe: Russia & CIS	C
Kenya	254	17 - Africa: Eastern	C
Kiribati	686	9 - Asia-Pacific: Islands	C

Kosovo	383	16 - Europe: Eastern	C
Kuwait	965	10 - Middle East: Gulf States	C
Kyrgyzstan	996	14 - Europe: Russia & CIS	C
Laos	856	8 - Asia: Southeast, Korea and Japan	C
Latvia	371	15 - Europe: Central	C
Lebanon	961	11 - Middle East: MENA	C
Lesotho	266	12 - Africa: Southern	C
Liberia	231	13 - Africa: Sub-Saharan	C
Libya	218	11 - Middle East: MENA	C
Liechtenstein	102	102 - Europe: Western	C
Lithuania	370	15 - Europe: Central	C
Luxembourg	352	102 - Europe: Western	A
Macedonia	389	16 - Europe: Eastern	C
Madagascar	261	13 - Africa: Sub-Saharan	C
Malawi	265	13 - Africa: Sub-Saharan	C
Malaysia	60	8 - Asia: Southeast, Korea and Japan	C
Maldives	960	6 - Asia: Other South	C
Mali	223	13 - Africa: Sub-Saharan	C
Malta	356	102 - Europe: Western	C
Martinique	596	2 - Americas: Other Central and Caribbean	C
Mauritania	222	13 - Africa: Sub-Saharan	C
Mauritius	230	12 - Africa: Southern	C
Mexico	52	1 - Americas: Mexico	B
Micronesia	691	9 - Asia-Pacific: Islands	C
Moldova	373	14 - Europe: Russia & CIS	C
Monaco	377	102 - Europe: Western	C
Mongolia	976	14 - Europe: Russia & CIS	C
Montenegro	382	16 - Europe: Eastern	C
Montserrat	664	2 - Americas: Other Central and Caribbean	C
Morocco	212	11 - Middle East: MENA	C
Mozambique	258	13 - Africa: Sub-Saharan	C
Myanmar	95	8 - Asia: Southeast, Korea and Japan	C
Namibia	264	12 - Africa: Southern	C
Nauru	674	9 - Asia-Pacific: Islands	C
Nepal	977	6 - Asia: Other South	C
Netherlands	31	102 - Europe: Western	A
New Caledonia	687	9 - Asia-Pacific: Islands	C
New Zealand	64	105 - Asia-Pacific: Australia and New Zealand	C
Nicaragua	505	2 - Americas: Other Central and Caribbean	C
Niger	227	13 - Africa: Sub-Saharan	C
Nigeria	234	13 - Africa: Sub-Saharan	C
North Korea	850	8 - Asia: Southeast, Korea and Japan	C
Norway	47	102 - Europe: Western	A
Oman	968	10 - Middle East: Gulf States	C
Pakistan	92	5 - Asia: India, Pakistan and Afghanistan	C
Palau	680	9 - Asia-Pacific: Islands	C
Palestinian Settlements	970	11 - Middle East: MENA	C
Panama	507	2 - Americas: Other Central and Caribbean	C
Papua New Guinea	675	9 - Asia-Pacific: Islands	C
Paraguay	595	4 - Americas: Mercosur and Southern Cone	C
Peru	51	3 - Americas: Andean	C
Philippines	63	8 - Asia: Southeast, Korea and Japan	C
Poland	48	15 - Europe: Central	B
Portugal	351	102 - Europe: Western	A
Qatar	974	10 - Middle East: Gulf States	C
Romania	40	16 - Europe: Eastern	C
Russia	7	14 - Europe: Russia & CIS	C
Rwanda	250	13 - Africa: Sub-Saharan	C
Samoa	685	9 - Asia-Pacific: Islands	C
Sao Tome & Principe	239	13 - Africa: Sub-Saharan	C
Saudi Arabia	966	10 - Middle East: Gulf States	C

Senegal	221	13 - Africa: Sub-Saharan	C
Serbia	381	16 - Europe: Eastern	C
Seychelles	248	12 - Africa: Southern	C
Sierra Leone	232	13 - Africa: Sub-Saharan	C
Singapore	65	8 - Asia: Southeast, Korea and Japan	A
Slovak Republic	421	15 - Europe: Central	C
Slovenia	386	102 - Europe: Western	C
Solomon Islands	677	9 - Asia-Pacific: Islands	C
Somalia	252	17 - Africa: Eastern	C
South Africa	27	12 - Africa: Southern	B
South Korea	82	8 - Asia: Southeast, Korea and Japan	C
Spain	34	102 - Europe: Western	A
Sri Lanka	94	6 - Asia: Other South	C
St. Helena	290	12 - Africa: Southern	C
St. Kitts/Nevis	869	2 - Americas: Other Central and Caribbean	C
St. Lucia	758	2 - Americas: Other Central and Caribbean	C
St. Vincent & Grenadines	784	2 - Americas: Other Central and Caribbean	C
Sudan	249	17 - Africa: Eastern	C
Suriname	597	2 - Americas: Other Central and Caribbean	C
Swaziland	268	12 - Africa: Southern	C
Sweden	46	102 - Europe: Western	A
Switzerland	41	102 - Europe: Western	A
Syrian Arab Republic	963	11 - Middle East: MENA	C
Taiwan	886	7 - Asia: China, Hong Kong, Taiwan	C
Tajikistan	992	14 - Europe: Russia & CIS	C
Tanzania/Zanzibar	255	13 - Africa: Sub-Saharan	C
Thailand	66	8 - Asia: Southeast, Korea and Japan	C
Togo	228	13 - Africa: Sub-Saharan	C
Tonga	676	9 - Asia-Pacific: Islands	C
Trinidad & Tobago	868	2 - Americas: Other Central and Caribbean	C
Tunisia	216	11 - Middle East: MENA	C
Turkey	90	16 - Europe: Eastern	C
Turkmenistan	993	14 - Europe: Russia & CIS	C
Turks & Caicos	649	2 - Americas: Other Central and Caribbean	C
Tuvalu	688	9 - Asia-Pacific: Islands	C
Uganda	256	13 - Africa: Sub-Saharan	C
Ukraine	380	14 - Europe: Russia & CIS	C
United Arab Emirates	971	10 - Middle East: Gulf States	C
United Kingdom	44	102 - Europe: Western	A
Uruguay	598	4 - Americas: Mercosur and Southern Cone	C
USA	1	101 - Americas: U.S. and Canada	A
Uzbekistan	998	14 - Europe: Russia & CIS	C
Vanuatu	678	9 - Asia-Pacific: Islands	C
Venezuela	58	3 - Americas: Andean	C
Vietnam	84	8 - Asia: Southeast, Korea and Japan	C
Western Sahara	1212	11 - Middle East: MENA	C
Yemen	967	10 - Middle East: Gulf States	C
Zambia	260	13 - Africa: Sub-Saharan	C
Zimbabwe	263	13 - Africa: Sub-Saharan	C

For the purposes of the above:

"**S&P Recovery Rate**" means in respect of each Collateral Debt Obligation and each Class of Rated Notes the recovery rate determined in accordance with the Servicing Agreement or advised by S&P; and

"**S&P Recovery Rating**" means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the "Recovery Rating" assigned by S&P to such Collateral Debt Obligation based upon the tables set forth in this Annex B (*S&P Recovery Rates*).

ANNEX C

COLLATERAL DEBT OBLIGATIONS

Obligor Name	Tranche	Principal Amount (€)	Maturity Date
Abe Investment Holdings Inc	Term Loan B	1,500,000.00	19-Feb-26
AI Convoy Luxembourg Sarl	Term Loan B	2,955,423.69	20-Jan-27
AI Sirona Luxembourg Acquisiti	Term Loan B	2,000,000.00	30-Sep-25
Algeco Investments BV	Secured Bond	1,000,000.00	15-Feb-23
AlixPartners LLP	Term Loan B	2,244,303.80	4-Apr-24
Altice France SA/France	Term Loan B12	2,750,000.00	31-Jan-26
Altice International Sarl	Term Loan B	2,750,000.00	31-Jan-26
Ardagh Packaging Finance PLC	Secured Bond	1,000,000.00	15-Aug-26
Aruba Investments Inc	Term Loan B	1,250,000.00	2-Feb-22
Avantor Funding Inc	Term Loan B3	2,035,819.55	21-Nov-24
Avast Software BV	Term Loan B	2,218,343.30	30-Sep-23
Befesa SA	Term Loan B	2,000,000.00	9-Jul-26
Belron Finance Ltd	Term Loan B	2,000,000.00	7-Nov-24
Bio Lam LCD SELAS	Term Loan B	2,500,000.00	25-Apr-26
BME Group Holding BV	Term Loan B	2,100,000.00	1-Nov-26
Boxer Parent Co Inc	Term Loan B	1,994,923.86	2-Oct-25
BVI Oxford Inc	Term Loan B	1,500,000.00	28-Feb-26
Castle US Holding Corp	Term Loan B	1,246,867.17	31-Jan-27
CD&R Firefly Bidco Ltd	Term Loan B2	2,250,000.00	21-Jun-25
CeramTec AcquiCo GmbH	Term Loan B	1,000,000.00	8-Mar-25
Cerba Healthcare SASU	Term Loan B2	1,500,000.00	20-Apr-24
Chemours Co/The	Term Loan B2	997,442.46	3-Apr-25
CHG PPC Parent LLC	Term Loan B	2,000,000.00	30-Mar-25
Clarios Global LP	Term Loan B	750,000.00	30-Apr-26

Obligor Name	Tranche	Principal Amount (€)	Maturity Date
Cookie Acquisition SASU	Term Loan B	2,000,000.00	14-Feb-27
Curium Bidco Sarl	Term Loan B	1,931,404.80	11-Jul-26
Deerfield Dakota Holding LLC	Term Loan B	2,493,750.00	9-Apr-27
Diebold Nixdorf Inc	Term Loan B	2,500,000.00	6-Nov-23
EG Group Ltd	Term Loan B1	997,448.35	5-Feb-25
eircom Holdings Ireland Ltd	Term Loan B	1,750,000.00	15-May-26
Elsan SAS	Term Loan B	2,000,000.00	30-Oct-24
Euskaltel SA	Term Loan B4	2,000,000.00	22-Nov-24
Evergood 3 ApS	Term Loan B1E	2,000,000.00	6-Feb-25
Excelitas Technologies Corp	Term Loan B	2,122,539.76	1-Dec-24
Filtration Group Corp	Term Loan B	1,994,884.91	29-Mar-25
Froneri International Ltd	2nd Lien	1,250,000.00	31-Jan-28
Froneri International Ltd	Term Loan B	2,000,000.00	31-Jan-27
Gardner Denver Inc	Term Loan B	1,994,987.47	28-Feb-27
Grifols SA	Term Loan B	2,244,346.73	15-Nov-27
Guala Closures SpA	Secured FRN	1,000,000.00	15-Apr-24
GVC Holdings Gibraltar Ltd	Term Loan B3	2,250,000.00	16-Mar-24
Hestiafloor 2 SASU	Term Loan B	2,000,000.00	27-Feb-27
Hyperion Insurance Group Ltd	Term Loan B	997,435.90	20-Dec-24
INEOS Enterprises Holdings II	Term Loan B	1,250,000.00	3-Sep-26
INEOS Holdings Ltd	Term Loan B	1,246,794.87	31-Mar-24
Ineos Styrolution Holding Ltd	Term Loan B	2,000,000.00	31-Jan-27
Informatica LLC	Term Loan B	2,443,861.90	14-Feb-27
Inovyn Ltd	Term Loan B	1,250,000.00	9-Mar-27

Obligor Name	Tranche	Principal Amount (€)	Maturity Date
International Game Technology	Secured Bond	1,500,000.00	15-Apr-28
ION Trading Finance Ltd	Term Loan B	2,243,229.97	21-Nov-24
IQVIA Holdings Inc	Term Loan B1	1,994,818.65	7-Mar-24
Irel HoldCo GmbH	Term Loan B	2,500,000.00	31-May-26
Jacobs Douwe Egberts Internati	Term Loan B	1,500,000.00	1-Nov-25
KP International Holding GmbH	Term Loan B	1,750,000.00	30-Jun-22
Kraton Corp	Term Loan B	1,730,499.89	7-Mar-25
Kronos Worldwide Inc	Secured Bond	750,000.00	15-Sep-25
Lion Polaris II SAS	Secured FRN	1,000,000.00	30-Nov-23
Loire Finco Luxembourg Sarl	Term Loan B	1,750,000.00	20-Apr-27
MA FinanceCo LLC	Term Loan B	2,250,000.00	5-Jun-25
Marcel Topco GmbH	Term Loan B2	2,250,000.00	15-Mar-26
Matterhorn Telecom Holding SA	Term Loan B	2,250,000.00	12-Sep-26
Mauser Packaging Solutions Hol	Secured Bond	750,000.00	15-Apr-24
McAfee LLC	Term Loan B	2,244,274.81	29-Sep-24
Messer Industries GmbH	Term Loan B	2,500,000.00	1-Mar-26
Neptune Bidco SARL	Term Loan B	2,000,000.00	28-Feb-27
Nidda Healthcare Holding GmbH	Term Loan E2	1,250,000.00	21-Aug-26
Nielsen Co BV/The	Term Loan B3	1,999,849.17	4-Jun-25
Nouryon Finance BV	Term Loan B	2,250,000.00	1-Oct-25
Omaha Holdings LLC	Term Loan B2	1,745,501.29	31-Mar-24
Orion Engineered Carbons GmbH	Term Loan B	1,495,325.06	25-Jul-24
Ortho-Clinical Diagnostics SA	Term Loan B	1,994,987.47	30-Jun-25
OVH Groupe SAS	Term Loan B	1,956,521.74	29-Nov-26

Obligor Name	Tranche	Principal Amount (€)	Maturity Date
Peer Holding III BV	Term Loan B	2,250,000.00	8-Mar-25
Perstorp Holding AB	Term Loan B	1,250,000.00	26-Feb-26
Refinitiv US Holdings Inc	Term Loan B	819,513.72	1-Oct-25
Refresco Holding BV	Term Loan B1	2,250,000.00	28-Mar-25
Rodenstock Holding GmbH	Term Loan B	1,865,555.54	15-Jun-26
Rohm Holding GmbH	Term Loan B	1,000,000.00	31-Jul-26
Scientific Games Corp	Secured Bond	1,000,000.00	15-Feb-26
Silgan Holdings Inc	Unsecured Bond	1,000,000.00	1-Jun-28
Solera LLC	Term Loan B	1,500,000.00	3-Mar-23
Specialty Chemicals Holding I	Term Loan B1	2,000,000.00	5-Mar-27
Speedster Bidco GmbH	Term Loan B	2,762,002.63	31-Mar-27
Springer Nature Deutschland Gm	Term Loan B15	2,439,467.56	14-Aug-24
Standard Industries Inc/NJ	Unsecured Bond	1,250,000.00	21-Nov-26
StellaGroup SASU	Term Loan B	2,000,000.00	31-Jan-26
Summer BC Holdco B SARL	Term Loan B	1,250,000.00	4-Dec-26
Sunshine Luxembourg VII Sarl	Term Loan B	1,750,000.00	2-Oct-26
Surf Holdings Sarl	Term Loan B	1,995,000.00	5-Mar-27
Synlab Bondco PLC	Term Loan B	2,250,000.00	1-Jul-26
TDC A/S	Term Loan B3	2,250,000.00	11-Jun-25
Techem Verwaltungsgesellschaft	Term Loan B4	1,000,000.00	15-Jul-25
Telenet SPRL	Term Loan AQ	2,500,000.00	30-Apr-29
Thor Industries Inc	Term Loan B	1,819,167.05	1-Feb-26
TI Group Automotive Systems LL	Term Loan B	2,000,000.00	30-Jun-22
TMF Sapphire Bidco BV	Term Loan B	2,000,000.00	8-Jun-25
Trident TPI Holdings Inc	Term Loan B	1,989,524.46	5-Oct-24

Obligor Name	Tranche	Principal Amount (€)	Maturity Date
Trivium Packaging Finance BV	Secured FRN	1,000,000.00	15-Aug-26
Unilabs Diagnostics AB	Term Loan B	2,500,000.00	30-Apr-24
UPC Holding BV	Term Loan AU	2,750,000.00	30-Apr-29
Upfield Group BV	Term Loan B1	1,399,195.01	2-Jul-25
Valeo Foods Group Ltd/Jersey	Term Loan B-EXT	1,000,000.00	27-Aug-27
Verisure Midholding AB	Term Loan B	2,000,000.00	14-Jul-26
Vertical Midco GmbH	Term Loan B	2,000,000.00	31-Jul-27
Virgin Media SFA Finance Ltd	Term Loan O	2,500,000.00	31-Jan-29
WEPA Hygieneprodukte GmbH	Secured FRN	1,250,000.00	15-Dec-26
WS Labels Acquisition Corp	Term Loan B	2,000,000.00	2-Jul-26
Zayo Group Holdings Inc	Term Loan B	1,994,987.47	9-Mar-27
Zephyr Midco 2 Ltd	Term Loan B2	1,750,000.00	12-Jul-25
Ziggo BV	Term Loan H	2,750,000.00	31-Jan-29

ANNEX D

COLLATERAL QUALITY CHARACTERISTICS

The "**Collateral Quality Characteristics**" means the following:

(a) if S&P is a Rating Agency, the S&P Weighted Average Recovery Rate;

(b) if Fitch is a Rating Agency, the Fitch Weighted Average Rating Factor;

(c) if Fitch is a Rating Agency, the Fitch Weighted Average Recovery Rate;

(d) if Moody's is a Rating Agency, the Moody's Diversity Score;

(e) the Moody's Weighted Average Rating Factor;

(f) the Weighted Average Fixed Coupon;

(g) the Weighted Average Floating Spread; and

(h) the Weighted Average Life.

Where:

"**Adjusted Moody's Rating Factor**" means, as of any Measurement Date, a number equal to the Moody's Rating Factor determined in the following manner: for the purposes of determining a Moody's Default Probability Rating, Moody's Rating or Moody's Derived Rating in connection with determining a Moody's Rating Factor for the purposes of this definition, the proviso 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: (a) on possible upgrade will be treated as having been upgraded by one rating subcategory; (b) on possible downgrade will be treated as having been downgraded by two rating subcategories; and (c) negative outlook will be treated as having been downgraded by one rating subcategory.

"**Fitch Rating Factor**" means, in respect of any Collateral Debt Obligation, the number set forth in the table below opposite the Fitch Rating in respect of such Collateral Debt Obligation. The following table provides certain probabilities of default relating to Fitch Rating Factors. The information is subject to change and any probabilities of default in respect of Fitch Rating Factors may not at any time necessarily reflect the below table.

Fitch Rating	**Fitch Rating Factor**
AAA	0.19
AA+	0.35
AA	0.64
AA	0.86
A+	1.17
A	1.58
A	2.25
BBB+	3.19
BBB	4.54
BBB	7.13
BB+	12.19
BB	17.43
BB	22.80
B+	27.80
B	32.18
B	40.60
CCC+	62.80
CCC	62.80
CCC	62.80
CC	100.00

Fitch Rating	Fitch Rating Factor
C	100.00
D	100.00

"**Fitch Weighted Average Rating Factor**" is the number determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, excluding Defaulted Obligations, by its Fitch Rating Factor, dividing such sum by the Aggregate Principal Balance of all such Collateral Debt Obligations, excluding Defaulted Obligations, and rounding the result down to the nearest two decimal places, *provided that* for the purposes of this definition, in respect of any Current Pay Obligation that has a Fitch Rating of "D" or "RD" at the time that the Issuer entered into a binding commitment to acquire such Current Pay Obligation, the Fitch Rating Factor for such Current Pay Obligation shall be determined by reference to a Fitch Rating of "D" or "RD" (as applicable). For the avoidance of doubt, (i) the Fitch Rating for such Current Pay Obligation shall not be determined by reference to proviso (ii) of the "Fitch Rating" definition and (ii) following a subsequent upgrade or downgrade to such Current Pay Obligation the Fitch Rating for such Current Pay Obligation shall be determined by reference to proviso (ii) of the "Fitch Rating" definition.

"**Fitch Weighted Average Recovery Rate**" means, as of any Measurement Date, the rate (expressed as a percentage) determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, by the Fitch Recovery Rate in relation thereto and dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations, and rounding up to the nearest 0.1 per cent. For the purposes of determining the Principal Balance and the Aggregate Principal Balance of all Collateral Debt Obligations in this definition, the Principal Balance of each Defaulted Obligation shall be excluded.

The "**Moody's Diversity Score**" is a single number that indicates collateral concentration and correlation in terms of both issuer and industry concentration and correlation. It is similar to a score that Moody's uses to measure concentration and correlation for the purposes of its ratings. A higher Moody's Diversity Score reflects a more diverse portfolio in terms of the issuer and industry concentration. The Moody's Diversity Score for the Collateral Debt Obligations is calculated by summing each of the Industry Diversity Scores which are calculated as follows:

(a) an "**Average Principal Balance**" is calculated by summing the Obligor Principal Balances and dividing by the sum of the aggregate number of Obligors represented;

(b) an "**Obligor Principal Balance**" is calculated for each Obligor represented in the Collateral Debt Obligations by summing the Principal Balances of all Collateral Debt Obligations issued by such Obligor, provided that if a Collateral Debt Obligation has been sold or is the subject of an optional redemption or Offer, and the Sale Proceeds or Unscheduled Principal Proceeds from such event have not yet been distributed to the Noteholders or the other creditors of the Issuer in accordance with the Priorities of Payments, the Obligor Principal Balance shall be calculated as if such Collateral Debt Obligation had not been sold or was not subject to such an optional redemption or Offer;

(c) an "**Equivalent Unit Score**" is calculated for each Obligor by taking the lesser of (i) one and (ii) the Obligor Principal Balance for such Obligor divided by the Average Principal Balance;

(d) an "**Aggregate Industry Equivalent Unit Score**" is then calculated for each of the 32 Moody's industrial classification groups by summing the Equivalent Unit Scores for each Obligor in the industry (or such other industrial classification groups and Equivalent Unit Scores as are published by Moody's from time to time); and

(e) an "**Industry Diversity Score**" is then established by reference to the Diversity Score Table shown below (or such other Diversity Score Table as is published by Moody's from time to time) (the "**Diversity Score Table**") for the related Aggregate Industry Equivalent Unit Score. If the Aggregate Industry Equivalent Unit Score falls between any two such scores shown in the Diversity Score Table, then the Industry Diversity Score is the lower of the two Diversity Scores in the Diversity Score Table.

For purposes of calculating the Moody's Diversity Scores any Obligors Affiliated with one another will be considered to be one Obligor.

Diversity Score Table

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
0.0000	0.0000	5.0500	2.7000	10.1500	4.0200	15.2500	4.5300
0.0500	0.1000	5.1500	2.7333	10.2500	4.0300	15.3500	4.5400
0.1500	0.2000	5.2500	2.7667	10.3500	4.0400	15.4500	4.5500
0.2500	0.3000	5.3500	2.8000	10.4500	4.0500	15.5500	4.5600
0.3500	0.4000	5.4500	2.8333	10.5500	4.0600	15.6500	4.5700
0.4500	0.5000	5.5500	2.8667	10.6500	4.0700	15.7500	4.5800
0.5500	0.6000	5.6500	2.9000	10.7500	4.0800	15.8500	4.5900
0.6500	0.7000	5.7500	2.9333	10.8500	4.0900	15.9500	4.6000
0.7500	0.8000	5.8500	2.9667	10.9500	4.1000	16.0500	4.6100
0.8500	0.9000	5.9500	3.0000	11.0500	4.1100	16.1500	4.6200
0.9500	1.0000	6.0500	3.0250	11.1500	4.1200	16.2500	4.6300
1.0500	1.0500	6.1500	3.0500	11.2500	4.1300	16.3500	4.6400
1.1500	1.1000	6.2500	3.0750	11.3500	4.1400	16.4500	4.6500
1.2500	1.1500	6.3500	3.1000	11.4500	4.1500	16.5500	4.6600
1.3500	1.2000	6.4500	3.1250	11.5500	4.1600	16.6500	4.6700
1.4500	1.2500	6.5500	3.1500	11.6500	4.1700	16.7500	4.6800
1.5500	1.3000	6.6500	3.1750	11.7500	4.1800	16.8500	4.6900
1.6500	1.3500	6.7500	3.2000	11.8500	4.1900	16.9500	4.7000
1.7500	1.4000	6.8500	3.2250	11.9500	4.2000	17.0500	4.7100
1.8500	1.4500	6.9500	3.2500	12.0500	4.2100	17.1500	4.7200
1.9500	1.5000	7.0500	3.2750	12.1500	4.2200	17.2500	4.7300
2.0500	1.5500	7.1500	3.3000	12.2500	4.2300	17.3500	4.7400
2.1500	1.6000	7.2500	3.3250	12.3500	4.2400	17.4500	4.7500
2.2500	1.6500	7.3500	3.3500	12.4500	4.2500	17.5500	4.7600
2.3500	1.7000	7.4500	3.3750	12.5500	4.2600	17.6500	4.7700
2.4500	1.7500	7.5500	3.4000	12.6500	4.2700	17.7500	4.7800
2.5500	1.8000	7.6500	3.4250	12.7500	4.2800	17.8500	4.7900
2.6500	1.8500	7.7500	3.4500	12.8500	4.2900	17.9500	4.8000
2.7500	1.9000	7.8500	3.4750	12.9500	4.3000	18.0500	4.8100
2.8500	1.9500	7.9500	3.5000	13.0500	4.3100	18.1500	4.8200
2.9500	2.0000	8.0500	3.5250	13.1500	4.3200	18.2500	4.8300
3.0500	2.0333	8.1500	3.5500	13.2500	4.3300	18.3500	4.8400
3.1500	2.0667	8.2500	3.5750	13.3500	4.3400	18.4500	4.8500
3.2500	2.1000	8.3500	3.6000	13.4500	4.3500	18.5500	4.8600
3.3500	2.1333	8.4500	3.6250	13.5500	4.3600	18.6500	4.8700
3.4500	2.1667	8.5500	3.6500	13.6500	4.3700	18.7500	4.8800
3.5500	2.2000	8.6500	3.6750	13.7500	4.3800	18.8500	4.8900
3.6500	2.2333	8.7500	3.7000	13.8500	4.3900	18.9500	4.9000
3.7500	2.2667	8.8500	3.7250	13.9500	4.4000	19.0500	4.9100
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
4.4500	2.5000	9.5500	3.9000	14.6500	4.4700	19.7500	4.9800
4.5500	2.5333	9.6500	3.9250	14.7500	4.4800	19.8500	4.9900
4.6500	2.5667	9.7500	3.9500	14.8500	4.4900	19.9500	5.0000
4.7500	2.6000	9.8500	3.9750	14.9500	4.5000		
4.8500	2.6333	9.9500	4.0000	15.0500	4.5100		
4.9500	2.6667	10.0500	4.0100	15.1500	4.5200		

The "**Moody's Rating Factor**" relating to any Collateral Debt Obligation is the number set forth in the table below opposite the Moody's Default Probability Rating of such Collateral Debt Obligation.

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

The "**Moody's Weighted Average Rating Factor**" is determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation by its Adjusted Moody's Rating Factor, dividing such sum by the Aggregate Principal Balances of all such Collateral Debt Obligations and rounding the result up to the nearest whole number.

"**S&P Weighted Average Recovery Rate**" means, as of any Measurement Date the number (expressed as a percentage) obtained by summing the products obtained by multiplying the Principal Balance (excluding Purchased Accrued Interest) of each Collateral Debt Obligation, by its S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations and rounding up to the nearest 0.1 per cent. For the purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

The "**Weighted Average Moody's Recovery Rate**" means, as of any Measurement Date, the number, expressed as a percentage, obtained by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation by its corresponding Moody's Recovery Rate and dividing such sum by the Aggregate Principal Balance of all such Collateral Debt Obligations and rounding up to the nearest 0.1 per cent.

ANNEX E

COLLATERAL CHARACTERISTICS

The "**Collateral Characteristics**" means the following:

(a) the Aggregate Principal Balance of all Senior Secured Loans and Senior Secured Bonds (which term, for the purposes of this paragraph, shall comprise the aggregate of the Aggregate Principal Balance of the Senior Secured Loans, Senior Secured Bonds and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (and Eligible Investments representing Principal Proceeds in the Principal Account and the Unused Proceeds Account), in each case as at the relevant Measurement Date);

(b) the Aggregate Principal Balance of all Senior Secured Loans (which term, for the purposes of this paragraph, shall comprise the aggregate of the Aggregate Principal Balance of Senior Secured Loans and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (and Eligible Investments representing Principal Proceeds in the Principal Account and the Unused Proceeds Account), in each case at the relevant Measurement Date);

(c) the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations;

(d) the Aggregate Principal Balance of all Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds in aggregate;

(e) the Aggregate Principal Balance of all Senior Secured Loans and Senior Secured Bonds of a single Obligor;

(f) the Aggregate Principal Balance of all Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds of a single Obligor;

(g) the Aggregate Principal Balance of all Collateral Debt Obligations of a single Obligor;

(h) the Aggregate Principal Balance of all Participations;

(i) the Aggregate Principal Balance of all Current Pay Obligations;

(j) the Aggregate Principal Balance of all Annual Obligations;

(k) the Aggregate Principal Balance of all obligations which were Unfunded Amounts under Delayed Drawdown Collateral Debt Obligations and Funded/Unfunded Amounts under Revolving Obligations;

(l) if S&P is a Rating Agency, the Aggregate Principal Balance of all S&P CCC Obligations;

(m) if Fitch is a Rating Agency, the Aggregate Principal Balance of all Fitch CCC Obligations;

(n) if Moody's is a Rating Agency, the Aggregate Principal Balance of all Moody's Caa Obligations;

(o) if Moody's is a Rating Agency, the Aggregate Collateral Balance of all Collateral Debt Obligations whose Moody's Rating is derived from an S&P Rating;

(p) if Moody's is a Rating Agency, the Aggregate Collateral Balance of Obligors who are Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling between "A1" and "A3";

(q) the Aggregate Principal Balance of all Corporate Rescue Loans;

(r) the Aggregate Principal Balance of all PIK Securities;

(s) the Aggregate Principal Balance of all Cov-Lite Loans;

(t) the Aggregate Principal Balance of all Non-Euro Obligations;

(u) if Fitch is a Rating Agency, the Aggregate Collateral Balance of obligations comprising any one Fitch industry category;

(v) if Fitch is a Rating Agency, the Aggregate Principal Balance of all Collateral Debt Obligations of Obligors who are Domiciled in countries or jurisdictions with a country ceiling rated below "AAA" by Fitch;

(w) if S&P is a Rating Agency, the Aggregate Principal Balance of all Collateral Debt Obligations of Obligors who are Domiciled in countries or jurisdictions with an S&P rating below "A-" by S&P;

(x) the Aggregate Principal Balance of all Collateral Debt Obligations issued by Obligors each of which has total current indebtedness (comprising all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under its respective loan agreements and other debt instruments (including the Underlying Instruments) of equal to or greater than EUR 150,000,000 but less than EUR 200,000,000 in aggregate principal amount;

(y) the Aggregate Principal Balance of all Bridge Loans;

(z) the Aggregate Principal Balance of all Unhedged Collateral Debt Obligations; and

(aa) if S&P is a Rating Agency, the Aggregate Principal Balance of all obligations comprising any one S&P Industry Classification Group.

Where:

"**Annual Obligations**" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than semi-annually.

"**S&P Industry Classification Group**" means an industry classification set out in the table below or as otherwise modified, amended or replaced by S&P from time to time:

Asset Code	**Asset Description**
1020000	Energy Equipment and Services
1030000	Oil, Gas and Consumable Fuels
2020000	Chemicals
2030000	Construction Materials
2040000	Containers and Packaging
2050000	Metals and Mining
2060000	Paper and Forest Products
3020000	Aerospace and Defense
3030000	Building Products
3040000	Construction and Engineering
3050000	Electrical Equipment
3060000	Industrial Conglomerates
3070000	Machinery
3080000	Trading Companies and Distributors
3110000	Commercial Services and Supplies
3210000	Air Freight and Logistics
3220000	Airlines
3230000	Marine
3240000	Road and Rail
3250000	Transportation Infrastructure
4011000	Auto Components
4020000	Automobiles
4110000	Household Durables
4120000	Leisure Products
4130000	Textiles, Apparel and Luxury Goods
4210000	Hotels, Restaurants and Leisure
4300001	Entertainment
4300002	Interactive media and services

4310000	Media
4410000	Distributors
4420000	Internet and Catalog Retail
4430000	Multiline Retail
4440000	Specialty Retail
5020000	Food and Staples Retailing
5110000	Beverages
5120000	Food Products
5130000	Tobacco
5210000	Household Products
5220000	Personal Products
6020000	Healthcare Equipment and Supplies
6030000	Healthcare Providers and Services
6110000	Biotechnology
6120000	Pharmaceuticals
7011000	Banks
7020000	Thrifts and Mortgage Finance
7110000	Diversified Financial Services
7120000	Consumer Finance
7130000	Capital Markets
7210000	Insurance
7310000	Real Estate Management and Development
7311000	Real Estate Investment Trusts (REITs)
8020000	Internet Software and Services
8030000	IT Services
8040000	Software
8110000	Communications Equipment
8120000	Technology Hardware, Storage and Peripherals
8130000	Electronic Equipment, Instruments and Components
8210000	Semiconductors and Semiconductor Equipment
9020000	Diversified Telecommunication Services
9030000	Wireless Telecommunication Services
9520000	Electric Utilities
9530000	Gas Utilities
9540000	Multi-Utilities
9550000	Water Utilities
9551701	Diversified Consumer Services
9551702	Independent Power and Renewable Electricity Producers
9551727	Life Sciences Tools and Services
9551729	Health Care Technology
9612010	Professional Services
1000-1099	Reserved

REGISTERED OFFICE OF THE ISSUER

Palmer Square European Loan Funding 2020-1 Designated Activity Company
32 Molesworth Street
Dublin 2
Ireland

SERVICER

Palmer Square Europe Capital Management LLC
1900 Shawnee Mission Parkway
Suite 315 Mission Woods
KS 66205

COLLATERAL ADMINISTRATOR

Virtus Group, LP
25 Canada Square
London E14 5LQ
United Kingdom

TRUSTEE

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

CALCULATION AGENT, PRINCIPAL PAYING AGENT, ACCOUNT BANK, CUSTODIAN, INFORMATION AGENT AND TRANSFER AGENT

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR
Citigroup Global Markets Europe AG
Reuterweg 16
60323 Frankfurt
Germany

IRISH LISTING AGENT

Maples and Calder LLP
75 St. Stephen's Green
Dublin 2, Ireland

LEGAL ADVISERS

To the Placement Agent as to English Law

Paul Hastings (Europe) LLP
100 Bishopsgate
London EC2N 4AG
United Kingdom

To the Servicer as to English Law

Dechert LLP
160 Queen Victoria St
London EC4V 4QQ
United Kingdom

To the Issuer as to Irish Law

Maples and Calder LLP
75 St. Stephen's Green
Dublin 2, Ireland

To the Trustee as to English Law

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom