Avoca CLO XI Designated Activity Company

*(*a designated activity company incorporated under the laws of Ireland, with company number 538500*)*

€300,000,000 Class A-R-R Senior Secured Floating Rate Notes due 2030
€20,000,000 Class B-1R-R Senior Secured Fixed Rate Notes due 2030

This Offering Circular incorporates the final Prospectus dated 24 May 2017 (the "**2017 Prospectus**") relating to the Subordinated Notes and the 2017 Refinancing Notes (each as defined below) which is annexed hereto as Annex A. Capitalised terms used herein and not otherwise defined shall have the meanings given to such terms in the 2017 Prospectus. Unless the context otherwise specifically requires, all references in the 2017 Prospectus to a relevant Class of Notes shall be a reference to the same Class of Notes as defined herein (as the context requires) and all references in the 2017 Prospectus to the Notes shall include the 2019 Refinancing Notes (as the context requires). All references in the 2017 Prospectus to the "Main Securities Market" shall be construed as references to the "Global Exchange Market" (as the context requires).

On 5 June 2014 (the "**Original Issue Date**") Avoca CLO XI Designated Activity Company (formerly known as Avoca CLO XI Limited) (the "**Issuer**") issued €275,000,000 Class A Senior Secured Floating Rate Notes due 2027 (the "**Original Class A Notes**"), €18,000,000 Class B-1 Senior Secured Fixed Rate Notes due 2027 (the "**Original Class B-1 Notes**"), €61,000,000 Class B-2 Senior Secured Floating Rate Notes due 2027 (the "**Original Class B-2 Notes**" and, together with the Original Class B-1 Notes, the "**Original Class B Notes**"), €24,500,000 Class C Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class C Notes**"), €31,500,000 Class D Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class D Notes**"), €32,500,000 Class E Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class E Notes**"), €17,500,000 Class F Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class F Notes**" and the Original Class F Notes together with the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes and the Original Class E Notes, the "**Refinanced Notes**"), and €58,500,000 Subordinated Notes due 2027 (the "**Subordinated Notes**" and, together with the Refinanced Notes, the "**Original Notes**"). The Original Notes were issued and secured pursuant to a trust deed (together with any other security document entered into in respect of the Original Notes) dated the Original Issue Date and entered into between (amongst others) the Issuer and Law Debenture Trust Company of New York, in its capacity as trustee for the Noteholders and as security trustee for the Secured Parties (the "**Original Trust Deed**"). The assets securing the Notes consist primarily of a portfolio of Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Mezzanine Obligations and High Yield Bonds (in each case as defined herein) managed by KKR Credit Advisors (Ireland) Unlimited Company (formerly Avoca Capital Holdings) (the "**Investment Manager**").

On 26 May 2017 (the "**2017 Refinancing Date**"), the Issuer refinanced the Refinanced Notes (the "**2017 Refinancing**") by issuing €3,000,000 Class X Senior Secured Floating Rate Notes due 2030 (the "**Class X Notes**"), €300,000,000 Class A-R Senior Secured Floating Rate Notes due 2030 (the "**2017 Class A Notes**"), €20,000,000 Class B-1R Senior Secured Fixed Rate Notes due 2030 (the "**2017 Class B-1 Notes**"), €27,000,000 Class B-2R Senior Secured Floating Rate Notes due 2030 (the "**Class B-2 Notes**"), €13,000,000 Class B-3R Senior Secured Floating Rate Notes due 2030 (the "**Class B-3 Notes**", and, together with the 2017 Class B-1 Notes and the Class B-2 Notes, the "**2017 Class B Notes**"), €21,000,000 Class C-1R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-1 Notes**"), €15,000,000 Class C-2R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-2 Notes**", and, together with the Class C-1 Notes, the "**Class C Notes**"), €23,000,000 Class D-R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class D Notes**"), €27,500,000 Class E-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class E Notes**"), €15,800,000 Class F-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class F Notes**" and, together with the Class X Notes, the 2017 Class A Notes, the 2017 Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**2017 Refinancing Notes**").

The 2017 Refinancing Notes were issued and secured pursuant to the Original Trust Deed, as amended and supplemented by a deed of novation and supplemental trust deed to the Original Trust Deed (the "**2017**

Supplemental Trust Deed") dated the 2017 Refinancing Date, made between, among others, the Issuer and The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York) (the "**Trustee**"). The Class X Notes have been redeemed in full.

On or about 26 November 2019 (the "**2019 Refinancing Date**"), the Issuer will, subject to certain conditions, refinance the 2017 Class A Notes and the 2017 Class B-1 Notes (together, the "**2019 Refinanced Notes**") by issuing €300,000,000 Class A-R-R Senior Secured Floating Rate Notes due 2030 (the "**Class A Notes**") and €20,000,000 Class B-1R-R Senior Secured Fixed Rate Notes due 2030 (the "**Class B-1 Notes**", and, together with the Class B-2 Notes and the Class B-3 Notes, the "**Class B Notes**", and, the Class B-1 Notes, together with the Class A Notes, the "**2019 Refinancing Notes**", and the 2019 Refinancing Notes together with the Class B-2 Notes, the Class B-3 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the "**Rated Notes**" and, the Rated Notes together with the Subordinated Notes, the "**Notes**"). The 2019 Refinanced Notes will be redeemed in full and certain amendments shall be made to the Class B-2 Notes, the Class B-3 Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes on the 2019 Refinancing Date from the proceeds of the issue of the 2019 Refinancing Notes.

The 2019 Refinancing Notes will be issued and secured pursuant to the Original Trust Deed, as amended and supplemented by the 2017 Supplemental Trust Deed and as further amended by a deed of amendment (the "**2019 Deed of Amendment**") dated on or about the 2019 Refinancing Date (the Original Trust Deed as so amended and supplemented, the "**Trust Deed**"). The Class B-2 Notes, the Class B-3 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes were issued on the 2017 Refinancing Date and the Subordinated Notes were issued on the Original Issue Date (together, the "**Non-Refinanced Notes**"). The Non-Refinanced Notes are not being offered pursuant to this Offering Circular. The terms and conditions applicable to the Non-Refinanced Notes will be amended to reflect the Conditions of the Notes as outlined in this Offering Circular.

It is a condition of the issue and sale of the 2019 Refinancing Notes that the 2019 Refinancing Notes be issued with at least the following ratings: the Class A Notes: "AAA (sf)" from Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and "Aaa (sf)" from Moody's Investors Service Ltd ("**Moody's**"); and the Class B-1 Notes: "AA(sf)" from S&P and "Aa2 (sf)" from Moody's.

Interest on the 2019 Refinancing Notes will be payable (i) quarterly in arrear on 15 January, 15 April, 15 July and 15 October at any time other than following the occurrence of a Frequency Switch Event (as defined herein); and (ii) semi-annually in arrear following the occurrence of a Frequency Switch Event on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event falls in either January or July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event falls in either April or October), (or, in each case, if such day is not a Business Day (as defined herein), then on the next succeeding Business Day (unless it would fall in the following month, in which case it shall be moved to the immediately preceding Business Day)) in each year, commencing on 15 July 2019 and ending on the Maturity Date (as defined in the 2017 Prospectus) or on any Unscheduled Payment Date (as defined in the 2017 Prospectus) or on any Redemption Date in connection with a redemption of each Class of Rated Notes in whole (in each case in accordance with the Priorities of Payments described in the 2017 Prospectus).

As the 2019 Refinancing Date will occur on a Business Day which is not a Payment Date, interest on the 2019 Refinancing Notes payable on the Payment Date immediately following the 2019 Refinancing Date shall represent interest accrued on the 2019 Refinancing Notes for the entire Initial Accrual Period (as defined herein), which will commence on the Payment Date immediately preceding the 2019 Refinancing Date. Consequentially, the initial offer price of the 2019 Refinancing Notes shall include an amount (the "**Accrued Interest Amount**") equal to interest accrued on the 2019 Refinancing Notes in respect of the period from (and including) the Payment Date immediately preceding the 2019 Refinancing Date to (but excluding) the 2019 Refinancing Date.

The 2019 Refinancing Notes will be subject to Optional Redemption, Mandatory Redemption and Special Redemption, each as described in the 2017 Prospectus. 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 2019 REFINANCING NOTES.

This Offering Circular does not constitute a prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The Issuer is not offering the 2019 Refinancing 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 (the "**Official List**") for the approval of this Offering Circular as listing particulars and trading on its Global Exchange Market (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. There can be no assurance that such listing will be maintained. The Non-Refinanced Notes are already admitted to the Official List and trading on the regulated market of Euronext Dublin (the "**Regulated Market**"). The Non-Refinanced Notes will be delisted from the Regulated Market and listed on the Global Exchange Market on the 2019 Refinancing Date.

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 in the 2017 Prospectus). The net proceeds of the realisation of the security over the Collateral upon acceleration of the Notes following an Event of Default (as defined in the 2017 Prospectus) may be insufficient to pay all amounts due to the Noteholders (as defined in the 2017 Prospectus) after making payments to other creditors of the Issuer ranking prior thereto or pari passu therewith. In the event of a shortfall in such proceeds, the Issuer will not be obliged to pay, and the other assets (including the Issuer Irish Account and the rights of the Issuer under the Corporate Services Agreement (each as defined in the 2017 Prospectus)) of the Issuer will not be available for payment of such shortfall, all claims in respect of which shall be extinguished. See Condition 4(c) (*Limited Recourse and Non-Petition*).

THE 2019 REFINANCING NOTES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND WILL BE OFFERED ONLY: (A) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")); AND (B) WITHIN THE UNITED STATES TO PERSONS AND OUTSIDE THE UNITED STATES TO U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S ("**U.S. PERSONS**")), IN EACH CASE, WHO ARE BOTH QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT AND QUALIFIED PURCHASERS FOR THE PURPOSES OF SECTION 3(c)(7) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ISSUER WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT. INTERESTS IN THE 2019 REFINANCING NOTES WILL BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, AND EACH PURCHASER OF 2019 REFINANCING NOTES OFFERED HEREBY IN MAKING ITS PURCHASE WILL BE DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGEMENTS, REPRESENTATIONS AND AGREEMENTS. SEE "*Plan of Distribution*" AND "*Transfer Restrictions*".

The 2019 Refinancing Notes will be offered by the Issuer through Goldman Sachs International in its capacity as placement agent (the "**Placement Agent**") and, in its separate capacity as arranger (the "**Arranger**"), subject to prior sale, delivery to and acceptance by the Placement Agent and subject to certain conditions. The Placement Agent may offer the 2019 Refinancing Notes at prices as may be negotiated at the time of sale and which may vary among different purchasers. It is expected that delivery of the 2019 Refinancing Notes will be made on or about the 2019 Refinancing Date.

Goldman Sachs International

Arranger and Placement Agent

The date of this Offering Circular is 25 November 2019

The Issuer accepts responsibility for the information contained in this document and to the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Investment Manager accepts responsibility for the information contained in the sections of this document headed "Risk Factors – Certain Conflicts of Interest – The Investment Manager" and "The Investment Manager". To the best of the knowledge and belief of the Investment Manager (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Trustee accepts responsibility for the information contained in the section of the document headed "Description of the Trustee". To the best of the knowledge and belief of the Trustee (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 impact of such information. The Collateral Administrator accepts responsibility for the information contained in the section of this document headed "Description of the Collateral Administrator". To the best of the knowledge and belief of the Collateral Administrator (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Retention Holder accepts responsibility for the information contained in the section of this document headed "The Retention Holder and EU Retention and Transparency Requirements – Description of the Retention Holder". To the best of the knowledge and belief of the Retention Holder (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. Except for the sections of this document headed "Risk Factors – Certain Conflicts of Interest – The Investment Manager" and "The Investment Manager", in the case of the Investment Manager, "Description of the Trustee", in the case of the Trustee, "Description of the Collateral Administrator", in the case of the Collateral Administrator, and "The Retention Holder and EU Retention and Transparency Requirements – Description of the Retention Holder", in the case of the Retention Holder, neither the Investment Manager, the Trustee, the Collateral Administrator or the Retention Holder accept any responsibility for the accuracy and completeness of any information contained in this Offering Circular. The delivery of this Offering Circular at any time does not imply that the information herein is correct at any time subsequent to the date of this Offering Circular.

None of the Placement Agent, the Arranger, the Trustee (save in respect of the section headed "*Description of the Trustee*"), the Investment Manager (save in respect of the sections *"Risk Factors – Certain Conflicts of Interest – The Investment Manager"* and "*The Investment Manager*"), the Collateral Administrator (save in respect of the section headed "*Description of the Collateral Administrator*"), any other Agent, any Hedge Counterparty, the Retention Holder (save in respect of the section *headed "The Retention Holder and EU Retention and Transparency Requirements – Description of the Retention Holder"*) or any other party has separately verified the information contained in this Offering Circular and, accordingly, none of the Placement Agent, the Arranger, the Trustee (save as specified above), the Investment Manager (save as specified above), the Collateral Administrator (save as specified above), any other Agent, any Hedge Counterparty, the Retention Holder (save as specified above) or any other party (save for the Issuer as specified above) makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained in this Offering Circular or in any further notice or other document which may at any time be supplied in connection with the Notes or their distribution or accepts any responsibility or liability therefor. None of the Placement Agent, the Arranger, the Trustee, the Investment Manager, the Collateral Administrator, any other Agent, any Hedge Counterparty, the Retention Holder or any other party undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the aforementioned parties which is not included in this Offering Circular. None of the Placement Agent, the Arranger, the Trustee (save as specified above), the Investment Manager (save as specified above), the Collateral Administrator (save as specified above), any other Agent, any Hedge Counterparty, the Retention Holder (save as specified above) 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 Arranger, the Investment Manager, the Collateral Administrator, any of their Affiliates or any other person to subscribe for or purchase any of the 2019 Refinancing Notes. The distribution of this Offering Circular

and the offering of the 2019 Refinancing Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Placement Agent and the Arranger to inform themselves about and to observe any such restrictions. In particular, the communication constituted by this Offering Circular is directed only at persons who (i) are outside the United Kingdom and are offered and accept this Offering Circular in compliance with such restrictions or (ii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations etc.) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or who otherwise fall within an exemption set forth in such Order so that Section 21(1) of the Financial Services and Markets Act 2000 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 2019 Refinancing Notes and distribution of this Offering Circular, see "*Transfer Restrictions*" and "*Plan of Distribution*".

In connection with the issue and sale of the 2019 Refinancing 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 Arranger, the Trustee, the Investment Manager or the Collateral Administrator. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date. None of the Issuer, the Placement Agent, the Arranger, the Trustee, the Investment Manager, the Retention Holder or the Collateral Administrator shall be responsible for any matter which is the subject of any statement, representation, warranty or covenant of the Issuer contained in the 2019 Refinancing Notes or any Transaction Documents, or any other agreement or document relating to the 2019 Refinancing Notes or any Transaction Document.

In this Offering Circular, unless otherwise specified or the context otherwise requires (i) all references to "**Euro**", "**euro**", "**€**" and "**EUR**" are to the lawful currency of the member states of the European Union (the "**Member States**") 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 Member States ceases to have such single currency as its lawful currency (such Member State(s) being the "**Exiting State(s)**"), references to "Euro", "euro", "€" and "EUR" shall 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) any references to "**Sterling**", "**Pound Sterling**", "**£**" and "**GBP**" are to the lawful currency for the time being of the United Kingdom and (iii) any references to "**U.S. Dollar**" or "**$**" shall mean the lawful currency of the United States of America (the "**United States**", the "**US**" or the "**U.S.**").

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

In connection with the issue of the 2019 Refinancing Notes, no stabilisation will take place and Goldman Sachs International will not be acting as stabilising manager in respect of the Notes.

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

EU RETENTION AND TRANSPARENCY REQUIREMENTS

Each prospective investor is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction are sufficient to comply with the EU Retention and Transparency Requirements or any other regulatory requirement. None of the Issuer, the Investment Manager, the Placement Agent, the Retention Holder, the Arranger, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure

of the transactions contemplated hereby to satisfy the EU Retention and Transparency Requirements or any other applicable legal, regulatory or other requirements. Each prospective investor in the 2019 Refinancing Notes which is subject to the EU Retention and Transparency Requirements or any other regulatory requirement should consult with its own legal, accounting and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain.

In addition, in relation to the Transparency Requirements (as defined below), (a) the Issuer will be designated as the entity responsible to fulfil the reporting obligations thereunder, (b) the Investment Manager shall, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, co-operate with and provide to (i) the Issuer and (ii) the Collateral Administrator (to the extent that the Collateral Administrator has agreed to assist the Issuer with the Article 7 Reports (as defined below)) or such other agent as may be appointed by the Issuer for such purpose from time to time, any reports, data and other information relating to the Portfolio and, to the extent necessary, the business and/or operations of the Investment Manager, that the Issuer and/or the Collateral Administrator or such other agent may reasonably require in connection with the preparation of the quarterly portfolio level disclosure (the "**Loan Reports**") and the quarterly investor reports (the "**Investor Reports**") and any reports in respect of Inside Information and Significant Events (each term as defined below), in each case, that are required in connection with the proper performance by the Issuer, as the designated entity, of its obligations pursuant to the Transparency Requirements (as defined below) (see "*Description of the Reports*") (such Loan Reports, Investor Reports and any required reports in respect of any Inside Information and Significant Events (each as defined below), the "**Article 7 Reports**") and (c) following the adoption of the final disclosure templates in respect of the EU Retention and Transparency Requirements, the Issuer and the Investment Manager shall propose to the Collateral Administrator in writing the form, content, method of distribution and timing of such Article 7 Reports and information. The Collateral Administrator shall consult with the Issuer and the Investment Manager and if it agrees (in its sole and absolute discretion) to provide such reporting on such proposed terms shall confirm so in writing to the Issuer and the Investment Manager. To the extent agreed by the Collateral Administrator, it shall make such information available via a website which shall be accessible to the competent authorities, any Noteholder and, upon request, any potential investor in the Notes. If the Collateral Administrator does not agree to provide such reporting, the Issuer shall (with the consent of the Investment Manager at the cost and expense of the Issuer, subject to and in accordance with the Priorities of Payments) appoint another agent to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes, or upon request to such agent. For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Transparency Requirements. 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 (including for their use and/or onward disclosure of such information or documentation) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

For the purposes of Article 7(1)(c) of the Securitisation Regulation, this Offering Circular constitutes a transaction summary or overview of the main features of the transaction contemplated herein.

See "Risk Factors – Risk Retention in Europe", "Risk Factors – Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention", and *"The Retention Holder and EU Retention and Transparency Requirements"*.

VOLCKER RULE AND ISSUER RELIANCE ON RULE 3A-7

As of the 2019 Refinancing Date, the Issuer has not been registered under the Investment Company Act and has relied on Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act. However, the Issuer (or the Investment Manager on its behalf) may elect, subject to satisfaction of the Opt Out Condition or the Regulatory Change Condition, as applicable, not to rely on the exclusion from the Investment Company Act provided by Rule 3a-7. So long as the Issuer seeks to rely on Rule 3a-7, its ability (and the ability of the Investment Manager on its behalf) to acquire and dispose of Collateral Debt Obligations may be limited, which could adversely affect its ability to realise gains, mitigate losses or reinvest principal payments or sale proceeds. See "*The Portfolio – Sale of Collateral Debt Obligations*" and "*The Portfolio – Reinvestment of Collateral Debt Obligations*". If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not

to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule. However, whilst the Issuer may take these and other steps to comply with a different exception to the definition of "covered fund", there is no guarantee that any such steps would be successful. Accordingly, the Issuer may become a "covered fund" in the future and banking entities and other entities subject to the Volcker Rule would be restricted from acquiring and retaining certain ownership interests in the Issuer. Investors in the 2019 Refinancing Notes are responsible for analysing their own regulatory position and none of the Issuer, the Placement Agent, the Arranger, the Investment Manager, the Trustee or any of their Affiliates makes any representation to any prospective investor or purchaser of the 2019 Refinancing Notes regarding the application of the Volcker Rule or Rule 3a-7 under the Investment Company Act to the Issuer, or to such investor's investment in the 2019 Refinancing Notes on the 2019 Refinancing Date or at any time in the future.

Information as to placement within the United States

The 2019 Refinancing Notes of each Class offered pursuant to an exemption from registration requirements under Rule 144A under the Securities Act ("**Rule 144A**") (the "**Rule 144A Notes**") will be sold only within the United States to persons and outside the United States to U.S. persons (as such term is defined in Regulation S), in each case, who are "qualified institutional buyers" (as defined in Rule 144A) ("**QIBs**") that are also "qualified purchasers" for purposes of Section 3(c)(7) of the Investment Company Act ("**QPs**"). Rule 144A Notes of each Class will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Rule 144A Global Certificate**" and together, the "**Rule 144A Global Certificates**") or in some cases 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 2019 Refinancing Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or in the case of Rule 144A Definitive Certificates, the registered holder thereof. The 2019 Refinancing Notes of each Class sold outside the United States to non-U.S. persons in reliance on Regulation S ("**Regulation S**") under the Securities Act (the "**Regulation S Notes**") 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 fully registered form, without interest coupons or principal receipts, which will be deposited on or about the 2019 Refinancing 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.

Except in the limited circumstances described herein, 2019 Refinancing Notes in definitive, certificated, fully registered form will not be issued. Purchasers and transferees of 2019 Refinancing Notes will be deemed and in certain circumstances will be required to have made certain representations and agreements. See "*Form of the Notes*", "*Book Entry Clearance Procedures*", "*Plan of Distribution*" and "*Transfer Restrictions*".

The Issuer has not been registered under the Investment Company Act and has relied on both Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act, provided that the Issuer (or the Investment Manager on its behalf) may elect, subject to satisfaction of the Opt Out Condition or the Regulatory Change Condition, as applicable, not to rely on the exclusion from the Investment Company Act provided by Rule 3a-7. If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the

loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule. However, whilst the Issuer may take these and other steps to comply with a different exception to the definition of "covered fund", there is no guarantee that any such steps would be successful. Accordingly, the Issuer may become a "covered fund" in the future and banking entities and other entities subject to the Volcker Rule would be restricted from acquiring and retaining certain ownership interests in the Issuer.

Each purchaser of an interest in the 2019 Refinancing Notes (other than a non-U.S. person outside the United States) will be deemed to have represented and agreed that it is a QP and will also be deemed to have made the representations set out in "*Transfer Restrictions*" herein. The purchaser of any 2019 Refinancing Note, by such purchase, agrees that such 2019 Refinancing Note is being acquired for its own account and not with a view to distribution and may be resold, pledged or otherwise transferred only (1) to the Issuer (upon redemption thereof or otherwise), (2) to a person the purchaser reasonably believes is a QIB which is also a QP, in a transaction meeting the requirements of Rule 144A, or (3) outside the United States to a non-U.S. person in an offshore transaction in reliance on Regulation S, in each case, in compliance with the Trust Deed and all applicable securities laws of any state of the United States or any other jurisdiction. See "*Transfer Restrictions*".

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the 2019 Refinancing Notes and the offering thereof described herein, including the merits and risks involved.

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

This Offering Circular has been prepared by the Issuer solely for use in connection with the offering of the 2019 Refinancing Notes described herein (the "**Offering**") and for the admission to trading of the 2019 Refinancing Notes. Each of the Issuer and the Placement Agent reserves the right to reject any offer to purchase 2019 Refinancing Notes in whole or in part for any reason, or to sell less than the stated initial principal amount of any Class of 2019 Refinancing Notes offered hereby. This Offering Circular is personal to each offeree to whom it has been delivered by the Issuer, the Placement Agent, the Arranger 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 2019 Refinancing Notes. Distribution of this Offering Circular to any persons other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited. Any reproduction or distribution of this Offering Circular in whole or in part and any disclosure of its contents or use of any information herein for any purpose other than considering an investment in the securities offered herein is prohibited.

U.S. TAX DISCLOSURE

NOTWITHSTANDING ANYTHING IN THIS OFFERING CIRCULAR TO THE CONTRARY, EACH PROSPECTIVE INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF EACH PROSPECTIVE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF AN INVESTMENT IN THE 2019 REFINANCING NOTES AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE PROSPECTIVE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. FOR THESE PURPOSES, THE TAX TREATMENT OF AN INVESTMENT IN THE 2019 REFINANCING NOTES MEANS THE PURPORTED OR CLAIMED U.S. FEDERAL INCOME TAX TREATMENT OF AN INVESTMENT IN THE 2019 REFINANCING NOTES. IN ADDITION, THE TAX STRUCTURE OF AN INVESTMENT IN THE 2019 REFINANCING NOTES INCLUDES ANY FACT THAT MAY BE RELEVANT TO UNDERSTANDING THE PURPORTED OR CLAIMED U.S. FEDERAL INCOME TAX TREATMENT OF AN INVESTMENT IN THE 2019 REFINANCING NOTES.

AVAILABLE INFORMATION

To permit compliance with the Securities Act in connection with the sale of the 2019 Refinancing Notes in reliance on Rule 144A, the Issuer will be required under the Trust Deed to furnish upon request to a holder or beneficial owner who is a QIB of a 2019 Refinancing Note sold in reliance on Rule 144A or a prospective investor who is a QIB designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is neither a reporting company under Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g 3 2(b) under the Exchange Act. All information made available by the Issuer pursuant to the terms of this paragraph may also be obtained during usual business hours free of charge at the office of the Principal Paying Agent.

GENERAL NOTICE

EACH PURCHASER OF THE 2019 REFINANCING NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH 2019 REFINANCING 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 2019 REFINANCING 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 ARRANGER, THE INVESTMENT MANAGER (OR ANY OF THEIR AFFILIATES), THE TRUSTEE (OR ANY OF THEIR RESPECTIVE AFFILIATES) OR THE COLLATERAL ADMINISTRATOR SPECIFIED HEREIN SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE 2019 REFINANCING NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

COMMODITY POOL REGULATION

IN THE EVENT THAT TRADING IN HEDGE AGREEMENTS WOULD RESULT IN THE ISSUER'S ACTIVITIES FALLING WITHIN THE DEFINITION OF A "**COMMODITY POOL**" UNDER THE COMMODITY EXCHANGE ACT, THE INVESTMENT MANAGER HAS FILED FOR AN EXEMPTION FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION ("**CFTC**") AS A COMMODITY POOL OPERATOR ("**CPO**") PURSUANT TO CFTC RULE 4.13(a)(3). THEREFORE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER WOULD NOT BE REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE INVESTORS, NOR WOULD IT BE REQUIRED TO PROVIDE INVESTORS WITH CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS.

MIFID II PRODUCT GOVERNANCE

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the 2019 Refinancing Notes has led to the conclusion that: (i) the target market for the 2019 Refinancing Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the 2019 Refinancing Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the 2019 Refinancing Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in

respect of the 2019 Refinancing Notes (by either adopting or refining the manufacturer target market assessment) and determining appropriate distribution channels.

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

PRIIPs Regulation and Prospectus Regulation

The 2019 Refinancing Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, 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 2019 Refinancing Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the 2019 Refinancing Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

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OVERVIEW

*The following overview must be read in conjunction with the section entitled "Overview" in the 2017 Prospectus. The changes set forth below supersede all statements which are inconsistent therewith in the 2017 Prospectus. The following overview does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular (this "**Offering Circular**"), including (except to the extent described in the immediately preceding sentence) in the 2017 Prospectus and related documents referred to herein; it being understood and agreed by each investor and prospective investor in the 2019 Refinancing Notes that the Placement Agent (i) did not participate in the preparation of the 2017 Prospectus, any Monthly Report, any Payment Date Report or any financial statements of the Issuer, (ii) has not made a due diligence inquiry as to the accuracy or completeness of the information contained in the 2017 Prospectus, (iii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the 2017 Prospectus, the Monthly Reports and the Payment Date Reports and (iv) shall have no responsibility whatsoever for the contents of the 2017 Prospectus, any Monthly Report, any Payment Date Report or any financial statements of the Issuer. A glossary of defined terms appears at the back of this Offering Circular and at the back of the 2017 Prospectus.*

Issuer	Avoca CLO XI Designated Activity Company (formerly known as Avoca CLO XI Limited), a designated activity company incorporated under the laws of Ireland with company number 538500 and registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.
Investment Manager	KKR Credit Advisors (Ireland) Unlimited Company
Trustee	The Bank of New York Mellon, London Branch
Placement Agent	Goldman Sachs International.
Collateral Administrator	The Bank of New York Mellon SA/NV, Dublin Branch acting through its office at Riverside II, Sir John Rogerson's Quay, Dublin 2, Ireland.

2019 Refinancing Notes

Class of 2019 Refinancing Notes	Principal Amount	Initial Stated Interest Rate[1]	Alternative Stated Interest Rate[2]	Moody's Ratings of at least[3]	S&P Ratings of at least[3]	Maturity Date	Issue Price[4]	Accrued Interest Amount[5]
A	€300,000,000	3 month EURIBOR + 0.69%	6 month EURIBOR + 0.69%	"Aaa (sf)"	"AAA (sf)"	15 July 2030	100%	€311,500
B-1	€20,000,000	1.95% per annum	1.95% per annum	"Aa2 (sf)"	"AA (sf)"	15 July 2030	100%	€51,250

[1] Applicable at any time prior to the occurrence of a Frequency Switch Event. In relation to any Interest Determination Date, if EURIBOR in respect of any Floating Rate Notes would yield a rate less than zero, such EURIBOR rate shall be deemed to be zero.

[2] Applicable following the occurrence of a Frequency Switch Event.

[3] The ratings assigned to the Class A Notes and the Class B-1 Notes by S&P address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the 2019 Refinancing Notes by Moody's 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 2019 Refinancing Notes and may be subject to revision, suspension or withdrawal at any time by the applicable Rating Agency. As at the date of this Offering Circular, each of the Rating Agencies is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended) ("**CRA 3**"). As such, each Rating Agency is included in the list of credit rating entities published by the European Securities and Markets Authority on its website in accordance with CRA 3.

[4] The Placement Agent may, on behalf of the Issuer, offer the 2019 Refinancing Notes at other 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 2019 Refinancing Notes.

[5] As the 2019 Refinancing Date will occur on a Business Day which is not a Payment Date, interest on the 2019 Refinancing Notes payable on the Payment Date immediately following the 2019 Refinancing Date shall represent interest accrued on the 2019 Refinancing Notes for the entire Initial Accrual Period, which will commence on the Payment Date immediately preceding the 2019 Refinancing Date. Consequentially, the initial offer price of the 2019 Refinancing Notes will be an issue price of 100% plus the accrued Interest Amount.

Eligible Purchasers

The 2019 Refinancing Notes of each Class will be offered:

(a) outside of the United States to non-U.S. Persons in "offshore transactions" in reliance on Regulation S; and

(b) within the United States to persons and outside the United States to U.S. Persons, in each case, who are QIB/QPs.

Payment Dates

Interest on the 2019 Refinancing Notes will be payable:

(a) following the occurrence of a Frequency Switch Event on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event is either 15 January or 15 July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event is either 15 April or 15 October); and

(b) at all other times, 15 January, 15 April, 15 July and 15 October,

in each case, in each year commencing on 15 January 2020 and ending on the Maturity Date and any Redemption 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).

Subject to the prior redemption in full of the Rated Notes and certain other conditions, the Issuer or the Investment Manager on its behalf may (and shall, in either case, if so directed by an Ordinary Resolution of the Subordinated Noteholders) designate a Business Day other than a Scheduled Payment Date as an Unscheduled Payment Date. See Condition 3(k) (*Unscheduled Payment Dates*).

Initial Offer Price

As the 2019 Refinancing Date will occur on a Business Day which is not a Payment Date, interest on the 2019 Refinancing Notes payable on the Payment Date immediately following the 2019 Refinancing Date shall represent interest accrued on the 2019 Refinancing Notes for the entire Initial Accrual Period, which will commence on the Payment Date immediately preceding the 2019 Refinancing Date. Consequentially, the initial offer price of the 2019 Refinancing Notes shall include an amount (the "**Accrued Interest Amount**") equal to interest accrued on the 2019 Refinancing Notes in respect of the period from (and including) the Payment Date immediately preceding the 2019 Refinancing Date to (but excluding) the 2019 Refinancing Date.

Interest

Interest in respect of the 2019 Refinancing Notes will be payable semi-annually in arrear in respect of each six month Periodic Interest Accrual Period and quarterly in arrear in respect of each three month Periodic Interest Accrual Period, in each case, on each Payment Date (with the first Payment Date in respect of the 2019 Refinancing Notes occurring on 15 January 2020) in accordance with the Priorities of Payments.

As the 2019 Refinancing Date will occur on a Business Day which is not a Payment Date, interest on the 2019 Refinancing Notes payable on the Payment Date immediately following the 2019 Refinancing Date shall represent interest

accrued on the 2019 Refinancing Notes for the entire Initial Accrual Period, which will commence on the Payment Date immediately preceding the 2019 Refinancing Date. Interest in respect of the period from (and including) the Payment Date immediately preceding the 2019 Refinancing Date to (but excluding) the 2019 Refinancing Date shall accrue interest at a rate equal to the interest rate on the corresponding Class of Refinanced Notes.

2019 Refinancing Date 26 November 2019.

Redemption of the Notes See the section entitled "*Redemption of the Notes*" within the "*Overview*" section in the 2017 Prospectus, which is amended herein to remove the right for a redemption of the Notes by way of Refinancing:

(a) in whole (with respect to all Classes of Rated Notes) but not in part pursuant to Condition 7(b)(i)(A) (*Optional Redemption in Whole – Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*) that is funded (in whole or in part) from Refinancing Proceeds, until the date falling 12 months following the 2019 Refinancing Date; and

(b) in part by the redemption in whole of the Class A Notes and the Class B-1 Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*) following the 2019 Refinancing Date.

Listing Application has been made to Euronext Dublin for the 2019 Refinancing Notes to be admitted to the Official List and trading on its Global Exchange Market, which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II. There can be no assurance that such listing will be maintained. The Non-Refinanced Notes are already admitted to the Official List and trading on the Regulated Market. The Non-Refinanced Notes will be delisted from the Regulated Market and listed on the Global Exchange Market on the 2019 Refinancing Date.

All references in the 2017 Prospectus to the "Main Securities Market" shall be construed as references to the "Global Exchange Market" (as the context requires).

Portfolio The Latest Monthly Report is set out in Annex B (*Monthly Report relating to the 2019 Refinancing Notes*). Such report should be read in conjunction with this Offering Circular as it is integral to understanding and evaluating the information contained in this Offering Circular. The information contained in Annex B (*Monthly Report relating to the 2019 Refinancing Notes*) is limited and has not been verified or audited.

Tax Considerations See the "*Tax Considerations*" section of this Offering Circular.

Certain ERISA Considerations See the "*Certain ERISA Considerations*" section of the 2017 Prospectus.

Withholding Tax	The Issuer will not gross up any payments to the Noteholders in respect of amounts deducted or withheld for or on account of tax in relation to the 2019 Refinancing Notes. See Condition 9 (*Taxation*).
Retention Holder and EU Retention and Transparency Requirements	On the 2019 Refinancing Date, the Retention Holder will represent and undertake to hold the Retention on the terms set out in the Risk Retention Letter. In addition, in relation to the Transparency Requirements, (a) the Issuer will be designated as the entity responsible to fulfil the reporting obligations thereunder, (b) the Investment Manager shall, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, co-operate with and provide to (i) the Issuer and (ii) the Collateral Administrator (to the extent that the Collateral Administrator has agreed to assist the Issuer with the Article 7 Reports (as defined below)) or such other agent as may be appointed by the Issuer for such purpose from time to time, any reports, data and other information relating to the Portfolio and, to the extent necessary, the business and/or operations of the Investment Manager, that the Issuer and/or the Collateral Administrator or such other agent may reasonably require in connection with the preparation of the quarterly portfolio level disclosure (the "**Loan Reports**") and the quarterly investor reports (the "**Investor Reports**") and any reports in respect of Inside Information and Significant Events (each term as defined below), in each case, that are required in connection with the proper performance by the Issuer, as the designated entity, of its obligations pursuant to the Transparency Requirements (as defined below) (see "*Description of the Reports*") (such Loan Reports, Investor Reports and any required reports in respect of any Inside Information and Significant Events, the "**Article 7 Reports**") and (c) following the adoption of the final disclosure templates in respect of the EU Transparency Requirements, the Issuer and the Investment Manager shall propose to the Collateral Administrator in writing the form, content, method of distribution and timing of such Article 7 Reports and information. The Collateral Administrator shall consult with the Issuer and the Investment Manager and if it agrees (in its sole and absolute discretion) to provide such reporting on such proposed terms shall confirm so in writing to the Issuer and the Investment Manager. To the extent agreed by the Collateral Administrator, it shall make such information available via a website which shall be accessible to the competent authorities, any Noteholder and, upon request, any potential investor in the Notes. If the Collateral Administrator does not agree to provide such reporting, the Issuer shall (with the consent of the Investment Manager at the cost and expense of the Issuer, subject to and in accordance with the Priorities of Payments) appoint another agent to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes, or upon request to such agent. For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Transparency Requirements. 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 (including for their use and/or onward disclosure of such information or documentation) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents. See further "*Risk Factors - Risk Retention in Europe*", "*Risk Factors - Restrictions on the Discretion of the Investment Manager in Order to Comply*

with European Risk Retention" and "*The Retention Holder and EU Retention and Transparency Requirements*".

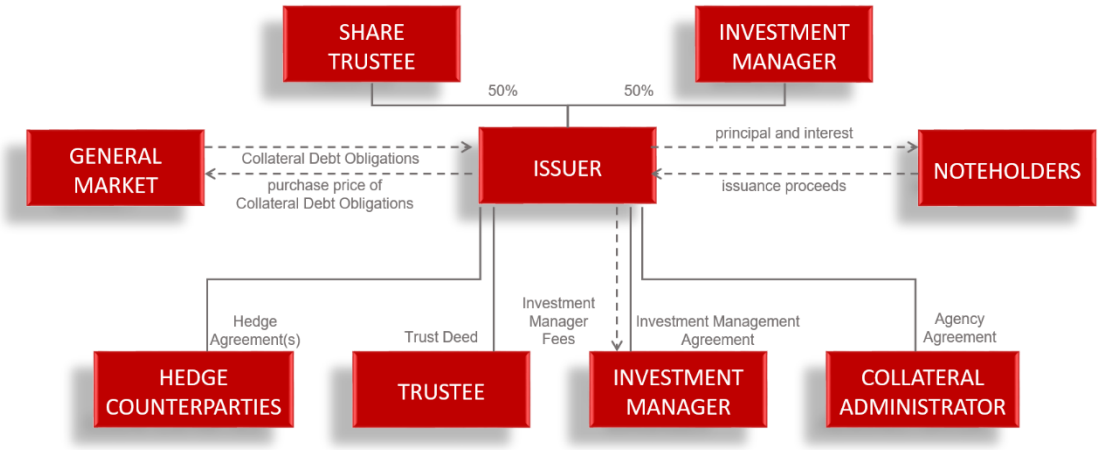
Moody's Test Matrix In connection with the issuance of the Refinancing Notes, the Moody's Test Matrix shall be replaced with a new Moody's Test Matrix (see "*Risk Factors – Relating to the 2019 Refinancing Notes – Moody's Test Matrix*" and "*The Portfolio*" below).

S&P Test Matrices In connection with the issuance of the Refinancing Notes, the S&P Test Matrices shall be introduced (see "*Risk Factors – Relating to the 2019 Refinancing Notes – S&P Test Matrices*" and "*The Portfolio*" below).

S&P CDO Monitor Test In connection with the issuance of the Refinancing Notes, the S&P CDO Monitor Test shall be replaced with a new S&P CDO Monitor Test (see "*Risk Factors – Relating to the 2019 Refinancing Notes – S&P CDO Monitor Test*" and "*The Portfolio*" below).

S&P Rating In connection with the issuance of the Refinancing Notes, the definition of "S&P Rating" shall be amended (see "*Risk Factors – Relating to the 2019 Refinancing Notes – S&P Ratings Definitions*" and "*The Portfolio*" below).

Diagrammatic Overview of the Transaction:



RISK FACTORS

An investment in the 2019 Refinancing Notes involves certain risks, including the risk that investors will lose their entire investment. Prospective investors should carefully consider the following factors, in addition to the "Risk Factors" section of the 2017 Prospectus and matters set forth elsewhere in this Offering Circular and the 2017 Prospectus, prior to investing in the 2019 Refinancing Notes. To the extent any statement in this "Risk Factors" section conflicts with any statement in the "Risk Factors" section of the 2017 Prospectus, the statements herein shall supersede any such statements in the 2017 Prospectus.

The following limited supplemental disclosure is being provided to prospective investors to inform them of certain risks arising from the issuance of the 2019 Refinancing Notes, but does not purport to (and none of the Issuer, the Placement Agent, the Arranger, the Investment Manager, the Retention Holder or their respective affiliates makes any representations that it purports to) comprehensively update the 2017 Prospectus or disclose all risk factors (whether legal or otherwise) which may arise by or relate to the issuance of the 2019 Refinancing Notes.

Each of the Arranger and the Placement Agent (i) did not participate in the preparation of the 2017 Prospectus, any Monthly Report or any Payment Date Report, (ii) has not made a due diligence inquiry as to the accuracy or completeness of the information contained in the 2017 Prospectus, (iii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the 2017 Prospectus, the Monthly Reports and the Payment Date Reports and (iv) shall have no responsibility whatsoever for the contents of the 2017 Prospectus, any Monthly Report or any Payment Date Report.

1. GENERAL COMMERCIAL RISKS

1.1 *Referendum on the UK's EU Membership*

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

Article 50 of the Treaty on European Union ("**Article 50**") provides that a Member State which decides to withdraw from the EU is required to notify the European Council of its intention to do so. If notice is given under Article 50 by a Member State, the EU will negotiate and conclude an agreement with such Member State, setting out the arrangements for its withdrawal.

The UK government gave formal notice of the UK's intention to withdraw from the EU pursuant to Article 50 on 29 March 2017, which has triggered the commencement of a negotiation process between the UK and the EU in respect of the arrangements for the UK's withdrawal from the EU. Article 50 provides for a two year period for such negotiations to take place (unless the European Council, in agreement with the UK unanimously decides to extend this period). On 14 March 2019, the UK Parliament voted in favour of requesting an extension to the two year negotiation period and to delay the withdrawal of the UK from the EU accordingly. On 11 April 2019, the European Council agreed to extend such negotiation period to 31 October 2019, with the potential for an earlier departure date if a draft withdrawal agreement (a "**Withdrawal Agreement**") is approved by the UK Parliament and agreed to by the European Council.

On 9 September 2019, the European Union (Withdrawal) (No. 2) Act 2019 received Royal Assent and passed into law. This legislation provided that if by 19 October 2019, either a deal had not been ratified by the UK Parliament or “no deal” had not been approved by the UK Parliament, the UK Government would be required to request from the EU an extension to the UK’s departure date to 31 January 2020 (or another date if the UK Parliament approved a date suggested by the EU). Although the UK Government and the EU reached an agreement on a revised withdrawal agreement on 17 October 2019,

this revised deal had not been approved by the UK Parliament by 19 October 2019. On that day, in accordance with the European Union (Withdrawal) (No. 2) Act 2019, the UK Government sent a request for a further extension to the Article 50 Period to the President of the EU Council. This request was accompanied, however, by a further communication indicating that the UK Government did not wish the EU to grant such an extension. On 28 October 2019, the European Council and the UK government formally agreed a third extension to the Article 50 period until 31 January 2020.

It is possible that the UK will leave the EU without a Withdrawal Agreement in place, which could result in political and economic uncertainty. 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 holders of the 2019 Refinancing Notes. 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 debt to the holders of the 2019 Refinancing Notes.

Applicability of EU Law in the UK

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

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future EU-UK relationship, EU laws (other than those EU laws transposed into English law (see below)) will cease to apply within the UK pursuant to the terms and timing of a future Withdrawal Agreement. This would be achieved by the UK ceasing to be party to the Treaty on European Union and the Treaty on the Functioning of the European Union, and by the parallel repeal of the European Communities Act 1972. The UK had, absent a Withdrawal Agreement coming into force prior to such date, expected to cease to be a member of the EU from the date falling two years after the notification under Article 50 was served (such date being 29 March 2017). However, as described in "*Referendum on the UK's EU Membership*" above, this has been extended by mutual agreement between the UK and the European Council to expire on either (i) 31 October 2019 or (ii) an earlier departure date if a Withdrawal Agreement is approved by the UK Parliament and agreed to by the European Council.

The currently proposed draft Withdrawal Agreement provides for a transition or implementation period, expected to end on 31 December 2020. The draft Withdrawal Agreement provides that, unless otherwise provided in the agreement, EU law will be applicable to and in the UK during the transition period.

However, at this time it is not possible to state with certainty if and when a Withdrawal Agreement will be entered into, what might be the final terms and effective date of such a Withdrawal Agreement or the date on which the transition period will end. Until such date, EU law is expected to remain applicable to and in the UK.

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

Regulatory Risk

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

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

As the Investment Manager is incorporated and regulated in Ireland, its ability to provide investment management services to the Issuer under MiFID II and to act as Retention Holder by holding the retention as "sponsor" in accordance with the EU Retention and Transparency Requirements will not be affected by the UK's exit from the EU and/or EEA

Market Risk

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

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

Exposure to Counterparties

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

Ratings Actions

Following the result of the Referendum, Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and Fitch Ratings Limited ("**Fitch**") each downgraded the UK's sovereign credit rating and each of S&P, Fitch and Moody's Investors Service Ltd. ("**Moody's**") placed such rating on "negative" outlook, suggesting possible further negative rating action. On 23 September 2017, Moody's downgraded the UK's sovereign credit rating and updated its outlook in respect of such rating to "stable", suggesting that no further rating action is likely. On 20 February 2019, Fitch updated its outlook in respect of its rating to "negative watch", suggesting an increasing likelihood of a downgrade.

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

While the extent and impact of these issues are unknown, investors should be aware that they could have an adverse impact on the Issuer, its service providers, the payment of interest and repayment of principal on the Notes and therefore, the Noteholders.

2. RELATING TO THE 2019 REFINANCING NOTES

2.1 *U.S. Tax Risks*

(a) *The Issuer Could Be Subject to Material Net Income Tax in Certain Circumstances*

The Issuer has adopted, and intends to continue to follow, the Operating Guidelines, which are designed to reduce the risk that the Issuer will be deemed to have engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes. Although there is no direct authority in the U.S. federal tax law addressing transactions similar to those contemplated herein, under current law and assuming compliance with the Transaction Documents, and assuming the Issuer has conducted and continues to conduct its affairs in accordance with the Issuer's contemplated activities and the Operating Guidelines, the Issuer believes its contemplated activities will not cause it to be engaged in a trade or business in the United States for U.S. federal income tax purposes. As a consequence, the Issuer believes that its net income will not become subject to U.S. federal income tax. There can be no assurance, however, that the Issuer's net income will not become subject to U.S. federal income tax as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or U.S. courts or other causes. If the Issuer were determined to be engaged in a trade or business within the United States for U.S. federal income tax purposes, its income effectively connected with its trade or business (computed possibly without any allowance for deductions) would be subject to U.S. federal income tax at the usual corporate rate, and possibly to a branch profits tax of 30 per cent. as well. The imposition of such taxes would materially affect the Issuer's financial ability to make payments on the 2019 Refinancing Notes.

(b) *FATCA*

FATCA imposes a withholding tax of 30 per cent. on certain payments made to the Issuer, including all interest paid on, Collateral Debt Obligations issued by or Eligible Investments in U.S. obligors, unless the Issuer complies with regulations in Ireland that implement the intergovernmental agreement between Ireland and the United States (the "**Ireland IGA**"). The Ireland IGA requires, among other things, that the Issuer collect and, in certain circumstances, provide to the Irish Revenue Commissioners (which will provide such information to the IRS)

substantial information regarding certain direct and indirect holders of the 2019 Refinancing Notes unless the Issuer qualifies as a "Non-Reporting Irish Financial Institution" (as defined in the Ireland IGA) or is otherwise entitled to an exemption under FATCA. The Issuer anticipates that withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, or the Issuer is unable to comply with FATCA, including the Ireland IGA. The Issuer intends to continue to comply with its obligations under FATCA, including the Ireland IGA. However, in some cases, the ability to comply could depend on factors outside of the Issuer's control. The rules under FATCA, including the Ireland IGA may also change in the future. Future guidance may subject payments on the 2019 Refinancing Notes to a withholding tax of 30 per cent. if any foreign financial institution ("**FFI**"), as defined under FATCA, that holds any such Note, or any intermediary through which any such Note is held, has not entered into an information reporting agreement with the IRS under FATCA or complied with the terms of a relevant intergovernmental agreement. This withholding tax will not apply to payments made prior to two years after the date on which final Treasury regulations on this issue are published. In the future, proceeds from the sale or other disposition of U.S. Collateral Debt Obligations or Eligible Investments may also become subject to a withholding tax of 30 per cent. under FATCA. Until final Treasury regulations are issued, however, the Issuer and any withholding agent may rely on proposed Treasury regulations that eliminate FATCA withholding on such gross proceeds.

Holders that do not supply information required under the Trust Deed to permit compliance by the Issuer with FATCA, including the Ireland IGA, or whose ownership of 2019 Refinancing Notes may otherwise prevent the Issuer from complying with FATCA (for example by causing the Issuer to be affiliated with a non-compliant FFI), may be subjected to punitive measures under the Trust Deed, including but not limited to forced transfer of their 2019 Refinancing Notes (see further "*Risk Factors – Forced Transfer*"). There can be no assurance, however, that these measures will be effective, and that the Issuer and holders of the 2019 Refinancing Notes will not be subject to withholding taxes under FATCA, including regulations implementing the Ireland IGA. The imposition of such taxes could materially affect the Issuer's ability to make payments on the 2019 Refinancing Notes or could reduce such payments, and FATCA Compliance Costs may be significant. If the Issuer were to move from Ireland to another jurisdiction, the Issuer would be required to enter into an agreement with the IRS or comply with the terms of that jurisdiction's intergovernmental agreement with the United States relating to FATCA in order to avoid the imposition of FATCA withholding. FATCA may also apply to intermediaries and holders may be subject to withholding or forced transfers if they do not comply with similar information requests made by an intermediary (or if an intermediary otherwise fails to comply with FATCA).

FATCA and the provisions of the Ireland IGA and Irish regulations are complex and their application to the Issuer is not entirely certain as the rules continue to be issued and revised. Each Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its particular circumstance.

2.2 ***Forced Transfer***

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule l44A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is both a QIB and a QP. In addition each Noteholder will be deemed or in some cases required to make certain representations in respect of ERISA.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines that any holder of an interest in a Rule 144A Note is a U.S. person as defined under Regulation S under the Securities Act (a "**U.S. person**") and is not both a QIB and a QP at the time it acquires an interest in a Rule l44A Note (any such person, a "**Non-Permitted Holder**") or a Noteholder is a Non-Permitted ERISA Holder, the Issuer shall, promptly after determination that such person is a Non-

Permitted Holder or Non-Permitted ERISA Holder by the Issuer, send notice to such Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) demanding that such holder transfer its interest outside the United States to a non-U.S. person or to a person that is not a Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) within 30 days (or 10 days in the case of a Non-Permitted ERISA Holder) of the date of such notice. If such holder fails to effect the transfer required within such 30-day period (or 10 day period in the case of a Non-Permitted ERISA Holder), (a) upon direction from the Issuer or the Investment Manager on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, shall cause such beneficial interest to be transferred in a commercially reasonable sale to a person or entity that certifies 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.

The Issuer also may force the sale of a Noteholder's Notes in order to achieve FATCA Compliance, including Notes held by a Noteholder that fails to provide the required information or if the Issuer otherwise reasonably determines that a Noteholder's acquisition or holding of an interest in such a Note would cause the Issuer to be unable to achieve FATCA Compliance (and such sale could be for less than its then fair market value). For these purposes, the Issuer shall have the right to sell a Noteholder's interest in its Notes in its entirety notwithstanding that the sale of only a portion of such an interest would permit the Issuer to achieve FATCA Compliance. If the Issuer is required to sell the Notes, the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly transact in securities and selling such Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder and each other person in the chain of title, by its acceptance of an interest in the Notes agrees to co-operate with the Issuer and the Transfer Agents to effect such transfers. The terms and conditions of any such transfer shall be determined in the sole discretion of the Issuer subject to the transfer restrictions set out in this Offering Circular and the Trust Deed, and neither the Issuer nor the Transfer Agents 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.

2.3 ***Withholding tax on the 2019 Refinancing Notes***

So long as the 2019 Refinancing Notes remain listed on the Global Exchange Market or another recognised stock exchange for the purposes of the Taxes Act 1997 and are held in a recognised clearing system for the purposes of the Taxes Act 1997, no Irish withholding tax under current Irish law is expected to be imposed on payments of interest on the 2019 Refinancing Notes. However, there can be no assurance that the law will not change. In addition, the Issuer has the right to withhold up to 30 per cent. on all payments made to any holder or beneficial owner of an interest in any of the 2019 Refinancing Notes that fails to comply with its requests for identifying information to enable the Issuer to achieve FATCA Compliance or to certain FFIs that fail to enter into a FATCA agreement with the IRS. See further "*Risk Factors – FATCA*" above.

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.

In the event of the occurrence of a Note Tax Event pursuant to which any payment on the Notes of any Class becomes properly subject to any withholding tax or deduction on account of tax, the Notes may be redeemed in whole but not in part at the direction of (a) the holders of each of the Controlling Class or the Subordinated Notes, in each case acting by way of Extraordinary Resolution, or (b) the Retention Holder, 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 Payments.

2.4 ***Third Party Litigation; Limited Funds Available***

The Issuer's investment activities may subject it 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 against claims against the Issuer by third parties and paying any amounts pursuant to settlements or judgments would be borne by the Issuer. The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Collateral Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited amounts available in accordance with the Priorities of Payments. If such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and the Issuer may not be able to defend or prosecute legal proceedings that may be bought against it or that the Issuer might otherwise bring to protect its interests.

2.5 ***U.S. Risk Retention***

The U.S. Risk Retention Rules were authorized by the United States Congress in Section 941 of the Dodd-Frank Act. The federal agencies promulgating the U.S. Risk Retention Rules asserted in the proposed and final U.S. Risk Retention Rules that the collateral manager of a CLO was the "sponsor" for purposes of the U.S. Risk Retention Rules and therefore a "securitizer" under Section 941 of the Dodd-Frank Act. The Loan Syndications and Trading Association (the "**LSTA**") challenged the agencies' conclusion and requested in a summary judgement motion in the district court for the District of Columbia (the "**District Court**") that the District Court determine that those agencies lacked legislative authority under Section 941 of the Dodd-Frank Act to impose risk retention on the collateral manager of an open-market CLO. The District Court denied the LSTA's summary judgement motion, instead ruling in favour of the SEC and the Board of Governors of the Federal Reserve System (the "Applicable Governmental Agencies"). The LSTA appealed that decision to the United States Court of Appeals for the District of Columbia Circuit (the "DC Circuit Court").

On 9 February, 2018, the DC Circuit Court reversed the District Court's decision and ordered the District Court to grant summary judgement in favour of the LSTA (the "**LSTA Opinion**"). In the LSTA Opinion reversing the District Court, the DC Circuit Court held that the nature of the activities performed by managers of open-market CLOs does not fall within the Congressional authorization set forth in Section 941 of the Dodd-Frank Act. As a result, the DC Circuit Court concluded that the Applicable Governmental Agencies cannot impose risk retention upon the collateral manager of an open-market CLO under the U.S. Risk Retention Rules.

On 3 April, 2018, the DC Circuit Court issued an appellate mandate (the "**Mandate**") requiring the District Court to implement the order in the DC Circuit Court's opinion to vacate the U.S. Risk Retention Rules as they apply to open market CLO managers. The DC Circuit Court's ruling became effective on 5 April 2018 when the District Court entered an order with respect to the Mandate.

As such, the U.S. Risk Retention Rules are not expected to apply to the transaction contemplated herein and none of the Investment Manager or its affiliates are expected to have any obligation to hold any Notes for any period of time in respect of the U.S. Risk Retention Rules. Accordingly, the Investment Manager and its affiliates are expected to be permitted to sell, at any time and in their sole discretion, any Notes they do acquire subject to their other obligations in respect of the issuance. As a result, investors would not be entitled to the protections afforded by the U.S. Risk Retention Rules currently in effect that require "sponsors" to have "skin in the game" and to comply with certain disclosure obligations in the U.S. Risk Retention Rules. In addition, regulators may elect to engage in additional rulemaking procedures to determine whether and how to apply the U.S. Risk Retention Rules to CLOs in light of the LSTA Opinion, which could result in other persons or no persons related to CLO transactions being designated as a sponsor or other unexpected results. The ultimate effects of the LSTA Opinion are unknown at this time.

The statements contained herein regarding the U.S. Risk Retention Rules and the LSTA Opinion are based on publicly available information solely as of the date of this Offering Circular. To the extent the U.S. Risk Retention Rules apply after the date hereof, the ultimate interpretation as to whether any action taken by an entity complies with the U.S. Risk Retention Rules will be a matter of interpretation by the applicable governmental authorities or regulators.

All investors whose investment activities are subject to 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 2019 Refinancing Notes will constitute legal investments for them or are subject to investment or other restrictions, unfavourable accounting treatment, capital charges or reserve requirements.

2.6 ***Recent developments concerning the proposed Japanese Retention Requirements***

The Japanese Financial Services Agency recently published final rules to introduce a risk retention rule as part of the regulatory capital regulation of certain categories of Japanese investors seeking to invest in securitisation transactions (the "**JRR Final Rule**"). The JRR Final Rule applies to securities issued in securitisation transactions issued on or after 31 March 2019 and requires relevant Japanese investors to apply a higher risk weighting to securitisation exposures they hold unless (x) the relevant "originator" commits to hold a retention piece of at least 5% of the total underlying assets in the transaction (the "**Japanese** Retention **Requirement**"), (y) on the basis of the "originator's" involvement in the underlying assets, the nature of the underlying assets or other relevant circumstances, such Japanese investors determine that the underlying assets were not inadequately formed or (z) as a result of the transaction complying with an analogous risk retention regime in another jurisdiction, the Japanese Retention Requirement may be deemed satisfied. Under the JRR Final Rule, the Japanese investors that will be required to confirm compliance with the Japanese Retention Requirement include banks, bank holding companies, certain credit unions and cooperatives and certain other financial institutions and affiliates thereof (such investors, "**Japanese Affected Investors**"). Japanese Affected Investors would be subject to punitive capital requirements and/or other regulatory penalties with respect to investments in securitisations that fail to comply with the Japanese Retention Requirement.

The JRR Final Rule or other similar requirements may adversely affect the liquidity of the 2019 Refinancing Notes in the secondary market. Investors are themselves responsible for monitoring and assessing any changes to Japanese risk retention laws and regulations, including any delegated or implementing legislation made pursuant to the JRR Final Rule. None of the Issuer, the Placement Agent, the Arranger, the Investment Manager, the Trustee or any of their respective Affiliates intends to take any steps to comply with the JRR Final Rule or makes any representation or agreement regarding compliance with the JRR Final Rule or the consequences of the JRR Final Rule for any Person, including any Japanese Affected Investor.

2.7 ***Risk Retention in Europe***

Investors should be aware and in some cases are required to be aware of the risk retention and due diligence requirements in Europe which currently apply in respect of various types of EU regulated investors including institutions for occupational retirement, credit institutions, alternative investment fund managers who manage or market alternative investment funds in the EU, investment firms, insurance and reinsurance undertakings and management companies of UCITS funds (or internally managed UCITS) ("**Institutional Investors**") which are set out in Regulation (EU) 2017/2402 (the "Securitisation Regulation"). These requirements restrict such Institutional Investors from investing in securitisations unless, amongst other things, such investors have verified 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 in accordance with Article 6 of the Securitisation Regulation (the "**Retention Requirements**") and the risk retention is appropriately disclosed to the investor; and (ii) the originator, sponsor or SSPE (as defined below) has, where applicable, made available the information required by the Article 7 of the Securitisation Regulation (the "**Transparency Requirements**" and

together with the Retention Requirements, the "**EU Retention and Transparency Requirements**"). Failure to comply with one or more of the requirements may result in various penalties including, in the case of those Institutional Investors which are subject to regulatory capital requirements, the imposition of a punitive capital charge on the 2019 Refinancing Notes acquired by the relevant investor. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

Institutional Investors are required to independently assess and determine the sufficiency of the information described herein for the purposes of complying with any relevant requirements and none of the Issuer, the Placement Agent, the Investment Manager, the Arranger, the Trustee or the Retention Holder, nor any of their respective Affiliates or any other person makes any representation that the information described herein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes, the Retention Holder (including its holding of the Retention) and the transactions described herein are compliant with the EU Retention and Transparency Requirements described below or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor or any other person with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements. Furthermore, investors should be aware that any relevant regulator's views with regard to the EU Retention and Transparency Requirements may not be based exclusively on technical standards, guidance or other information known at this time.

Prospective investors should therefore make themselves aware of the EU Retention and Transparency Requirements (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 2019 Refinancing Notes. If a regulator determines that the transaction did not comply, or is no longer in compliance with the EU Retention and Transparency Requirements or any applicable legal, regulatory or other requirement, then Institutional Investors may be required by their regulator to set aside additional capital against their investment in the 2019 Refinancing Notes (in the case of those subject to regulatory capital requirements) or take other remedial measures in respect of their investment in the 2019 Refinancing Notes. 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. Without limitation to the foregoing, no assurance can be given that the EU Retention and Transparency 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 2019 Refinancing Notes. The Retention Holder does not have an obligation to change the quantum or nature of its holding of the Retention due to any future changes in the EU Retention and Transparency Requirements or in the interpretation thereof. Any costs incurred by the Issuer in connection with satisfying the requirements of the Securitisation Regulation shall be paid by the Issuer as Administrative Expenses.

With respect to the commitment of the Retention Holder to retain a material net economic interest in the transaction, please see the summary set out in "*The Retention Holder and EU Retention and Transparency Requirements*" below.

2.8 ***Transparency Requirements***

The Transparency Requirements require the originator, sponsor and securitisation special purpose entity ("SSPE") of a securitisation established in the EU to make certain prescribed information relating to the securitisation available to investors, competent authorities and, upon request, to potential investors. The Transparency Requirements also require that one party is designated as the reporting entity and the Issuer has been designated as such as further described below.

Where the originator, sponsor or SSPE is established in the EU, the Transparency Requirements impose ongoing reporting obligations, which include Loan Reports, Investor Reports and any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation ("**Inside Information**"); and any significant events ("**Significant Events**"). Pursuant to the Transparency RTS (as defined below), Loan Reports and Investor Reports are required to be produced in the form of reporting template mandated by ESMA for both "public transactions" and "private transactions". However, the ESMA forms of reporting templates for Inside Information and Significant Events are applicable to "public transactions" only.

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. To the extent required by the Transparency Requirements, disclosures relating to any Inside Information and Significant Events are required to be made available without delay.

The originator, sponsor and SSPE must designate amongst themselves one entity to fulfil the Transparency Requirements (the "**reporting entity**"). The Issuer has undertaken to act as the reporting entity in relation to the Notes and shall be liable for ensuring the satisfaction of the Transparency Requirements.

The Investment Manager has, in accordance with the Investment Management Agreement, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, agreed to co-operate with and to provide to the Issuer and the Collateral Administrator (to the extent that the Collateral Administrator has agreed to assist the Issuer with the Article 7 Reports) or such other agent as may be appointed by the Issuer for such purpose from time to time, any reports, data and other information relating to the Portfolio and, to the extent necessary, the business and/or operations of the Investment Manager that the Issuer or the Collateral Administrator or such other agent may reasonably require in connection with the preparation of the Article 7 Reports, in each case, that are required in connection with the proper performance by the Issuer, as the designated reporting entity, of its obligation to make available to the Noteholders, potential investors in the Notes and the competent authorities, the reports and information necessary to fulfil the Transparency Requirements, and prior to the adoption of final reporting templates in respect of the Transparency Requirements, the Issuer intends to fulfil those requirements contained in subparagraphs (a) and (e) of Article 7(1) of the Securitisation Regulation through the Monthly Reports and the Payment Date Reports (see "*Description of the Reports*"). Whether the Issuer will be able to obtain and report all of the information required to be reported in accordance with the Transparency Requirements is unclear. Following the adoption of the final disclosure templates in respect of the Transparency Requirements, the Issuer and the Investment Manager shall propose to the Collateral Administrator in writing the form, content, method of distribution and timing of such reports and information. The Collateral Administrator shall consult with the Issuer and the Investment Manager and if it agrees (in its sole and absolute discretion) to provide such reporting on such proposed terms shall confirm so in writing to the Issuer and the Investment Manager. To the extent agreed by the Collateral Administrator, it shall make such information available via a website which shall be accessible to the competent authorities, any Noteholder and any potential investor in the Notes. Any failure by the Issuer to fulfil its obligations in respect of the Transparency Requirements may cause the transaction to be non-compliant with the Securitisation Regulation. If a regulator determines that the transaction did not comply, or is no longer in compliance, with the Transparency Requirements, then Institutional Investors may be required by their regulator to set aside additional capital against their investment in the 2019 Refinancing Notes (in the case of those subject to regulatory capital requirements) or take other remedial measures in respect of their investment in the 2019 Refinancing Notes and the Issuer or, to the extent that a regulator determines that the Investment Manager is responsible for such compliance, the Investment Manager may be subject to administrative sanctions in the case of negligence or intentional infringement of the Transparency Requirements, including pecuniary sanctions of up to at least EUR5,000,000 (or its equivalent) or 10 per cent. of its total annual net turnover. Any such pecuniary sanctions levied on the Issuer may materially adversely affect the Issuer's ability to perform its obligations under the Notes and could have a negative impact on the price and liquidity of the 2019

Refinancing Notes in the secondary market. In the event that any such pecuniary sanctions are levied on the Investment Manager, such sanctions may materially adversely affect the Investment Manager's ability to perform its obligations under the Investment Management Agreement. Investors should note that the Investment Manager will be entitled to indemnification from the Issuer in respect of any Liabilities in respect of or arising from the performance by the Investment Manager of its duties under the Investment Management Agreement; provided that with respect to such indemnity, the Issuer will not be liable for any Liabilities that arise out of or are based upon any Investment Manager Breach (as defined herein).

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

On 16 October 2019, the European Commission published its adopted text of the technical standards under the Transparency Requirements containing detailed draft reporting 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 that the European Securities and Markets Authority ("**ESMA**") is mandated to prepare (the "**Transparency RTS**"). The European Parliament and the Council then have a prescribed period following the Commission's adoption in which they may object to the Transparency RTS and the application date of the technical standards has not yet been finalised. There remains significant uncertainty as to the scope and the application date of the reporting requirements contained in the Transparency RTS.

The transitional provisions of Article 43(8) of the Securitisation Regulation with respect to the Transparency Requirements provide that until the application of the Transparency RTS, for the purposes of the Loan Reports and the Investor Reports, the reporting entity shall make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the "**CRA3 RTS**"). Currently, there is no dedicated template within Annexes I to VII of the CRA3 RTS for underlying exposure reporting in respect of CLO transactions, nor is it expected that one will be developed in accordance with the CRA3 RTS. Annex VIII of the CRA3 RTS sets out the investor reporting obligations and will apply to CLO transactions. The Issuer intends to initially make available the information referred to in Annex VIII of the CRA3 RTS through the Reports. See "*Description of the Reports*".

On 30 November 2018, the European Banking Authority (the "**EBA**"), ESMA and the European Insurance and Occupational Pensions Authority (the "**European Supervisory Authorities**" or "**ESAs**") published a joint statement (the "**Joint Statement**") regarding, among other things, the reporting templates to be used for the Loan Reports and the Investor Reports (the "**Article 7 Quarterly Reporting Requirements**") in the period until the Transparency RTS apply

The ESAs have stated that they expect national competent authorities (for the purposes of the Securitisation Regulation) to generally apply their supervisory powers in their day-to-day supervision and enforcement of applicable legislation in a proportionate and risk-based manner. This approach entails that national competent authorities can, when examining reporting entities' compliance with the Transparency Requirements (which apply as of 1 January 2019, albeit in a non-standardised manner), take into account the type and extent of information already being disclosed by reporting entities. The ESAs also noted that they expect that difficulties with compliance will be solved with the final adoption of the reporting templates in respect of the Transparency Requirements. As such, the Joint Statement from the ESAs should be viewed as a temporary measure. The Joint Statement goes on to state that this approach does not entail general forbearance, but a case-by-case assessment by the competent authorities of the degree of compliance with the Securitisation Regulation. As the Joint Statement does not "grandfather" transactions that are issued after 1 January 2019 but before the application of the disclosure

templates in the Transparency RTS, such transactions, including the transaction described herein, will need to comply with the disclosure templates in the Transparency RTS once they apply.

Investors should note that while Article 7(1)(b) of the Securitisation Regulation requires the "final offering circular" and the "closing transaction documentation" to be made available before pricing, this is not possible. Therefore the Issuer intends to make such documents available in as final form as is reasonably possible prior to pricing and to make final versions of such documents available as soon as possible thereafter. Such documentation is subject to further negotiation and change between pricing and the 2019 Refinancing Date. Although the ESMA Opinion and Q&A provides that documentation may be provided in draft form where the securitisation has not yet been issued, none of the Issuer, the Investment Manager, the Retention Holder, the Placement Agent, the Arranger, the Trustee or any other person gives any assurance as to whether competent authorities will determine that such disclosure is sufficient for the purposes of the Securitisation Regulation.

The issuance of the 2019 Refinancing Notes is not a transaction in respect of which a prospectus has to be drawn up in compliance with Regulation (EU) 2017/1129 and accordingly the Issuer is not obliged to make the information required by the Transparency Requirements available by means of a securitisation repository or a website, in each case in accordance with the requirements of the Transparency Requirements. However, investors and potential investors should note that certain documentation and information is being made available by the Issuer via a website maintained by the Collateral Administrator and currently located at https://gctinvestorreporting.bnymellon.com (see "*Description of the Reports*"). Any documentation posted to the Issuer's website is subject to further negotiation and change between pricing and the 2019 Refinancing Date.

In light of the Joint Statement, the transaction described herein will initially seek to comply with subparagraphs (a) and (e) of Article 7(1) of the Securitisation Regulation through preparation of the Monthly Reports and the Payment Date Reports (see "*Description of the Reports*") and which will not be in the form prescribed under the CRA3 RTS as no underlying asset template exists for CLO transactions (other than with respect to content set out in Annex VIII of the CRA3 RTS, as described above). Investors should note that it is for relevant competent authorities to determine whether they consider that this form of reporting satisfies the Transparency Requirements and none of the Issuer, the Investment Manager, the Placement Agent, the Arranger, the Trustee, the Agents or any other person gives any assurance as to whether this form of reporting will satisfy the Transparency Requirements.

In addition, Regulation 6 of the Irish Securitisation Regulations (S.I. No. 656 of 2018) (the "**Irish Securitisation Regulations**") set out the requirements relating to the notification of a securitisation transaction to the Central Bank and require that a person performing the functions of an originator, sponsor or SSPE must notify the Central Bank in respect of the first issue of securities of the securitisation (not later than 15 working days after such issuance). Furthermore, according to the Central Bank, any entity acting as an institutional investor, originator, sponsor, original lender or SSPE should be prepared to evidence the arrangements, processes and mechanisms it has in place to ensure compliance with all relevant requirements of the Securitisation Regulation. However, at the present time, it is unclear as to what such evidential requirements may entail.

With respect to the commitment of the Retention Holder to retain a material net economic interest in the securitisation, please see the statements set out in "*The Retention Holder and EU Retention and Transparency Requirements*" below.

2.9 ***CRA3***

On 13 May 2013, the finalised text of a Regulation of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies ("**CRA3**") was published. CRA3 became effective on 20 June 2013. CRA3 has subsequently been supplemented by Delegated Regulation (EU) 2015/3 of 30 September 2014 ("**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 instrument, 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 2019 Refinancing Notes.

Each of Standard & Poor's Credit Market Services Limited and Moody's Investors Service Ltd are established in the EU and are registered under Regulation (EC) No 1060/2009.

2.10 ***Financial Transaction Tax***

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive implementing enhanced cooperation for a common financial transaction tax (the "**FTT**") requested by Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (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. If the Commission's Proposal is adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

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

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)) if it is adopted based on the Commission's Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the 2019 Refinancing Notes and may result in investors receiving less interest or principal than expected. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the 2019 Refinancing Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt. There is, however, uncertainty in relation to the scope of this exemption for certain money market instruments and structured issues. 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's Proposal are controversial and, while the Commission's Proposal initially identified the date of introduction of the FTT across the participating member states as being 1 January 2014, this anticipated introduction date has been extended on several occasions due to disagreement among the participating member states regarding a number of key issues concerning the scope and application of the FTT. On 10 October 2016, following a meeting of the Finance Ministers of

the ten remaining participating member states, it was reported that an agreement in principle had been reached on certain key aspects of the FTT and that the European Commission had consequently been asked to prepare draft FTT legislation on the basis of that agreement. However, the details of the FTT remain to be agreed. A written answer given by Pierre Moscovici in the European Parliament, speaking on behalf of the Commission on 28 April 2017, confirmed that negotiations between participating member states on the Commission's proposal are continuing with a number of key areas still open for discussion. The FTT may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate.

Prospective holders of the 2019 Refinancing Notes are advised to seek their own professional advice in relation to any FTT and its potential impact on their dealings in the 2019 Refinancing Notes before investing.

2.11 ***Action Plan on Base Erosion and Profit Shifting***

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

At a meeting in Paris on 29 May 2013, the OECD Council at Ministerial Level adopted a declaration on base erosion and profit shifting using the OECD's Committee on Fiscal Affairs to develop an action plan to address BEPS in a comprehensive manner.

In July 2013 the OECD published its Action Plan on BEPS, which proposed fifteen actions intended to counter international tax base erosion and profit shifting. Subsequently, on 5 October 2015, the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan, which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru and which G20 Leaders then endorsed during their annual summit on 15-16 November 2015 in Antalya, Turkey (the "**Final Report**").

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

The focus of one of the actions from this project (Action 6) is the prevention of treaty abuse by developing model treaty provisions to prevent the granting of treaty benefits in inappropriate circumstances.

The Issuer may rely on the interest and other articles of treaties entered into by Ireland to be able to receive payments from some Obligors free from withholding taxes that might otherwise apply.

The OECD recommendations on Action 6 are primarily being implemented into double tax treaties through a multilateral convention. The multilateral convention has been signed by over 85 jurisdictions (including the United Kingdom and Ireland). The date on which the multilateral convention comes into force for a jurisdiction depends on when that jurisdiction deposited its instrument of ratification, acceptance or approval. The multilateral convention came into force in respect of Ireland on 1 May 2019. The date from which provisions of the multilateral convention have effect in relation to a treaty depends on several factors including the type of tax which the relevant treaty article relates to.

Upon ratifying the multilateral convention Ireland provided a non-provisional list of reservations and notifications to be made pursuant to it. Based on the information contained in these documents and the multilateral convention, Action 6 will be implemented into the double tax treaties Ireland has entered into with other jurisdictions by the inclusion of a principal purpose test ("**PPT**"), if Ireland and the other jurisdictions have both designated the relevant double tax treaty as a 'covered tax agreement' for the purposes of the multilateral convention and the other jurisdiction has also opted to include the PPT.

Once in effect, this PPT would deny treaty benefits where it is reasonable to conclude, having regard to all of the relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it was established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is currently unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer.

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 benefit of those treaties.

Consequences of a denial of treaty benefits

In the event that as a result of the application Action 6 the Issuer were to be denied the benefit of a treaty entered into by Ireland and as a consequence payments of interest were made by an Obligor to the Issuer subject to a withholding or deduction for or on account of tax in respect of any payments of interest on the Collateral Debt Obligations, this may constitute a Collateral Tax Event.

If a Collateral Tax Event were to occur the 2019 Refinancing Notes may be redeemed in accordance with Condition 7(b) (*Optional Redemption*) at the direction of (a) the Subordinated Noteholders acting by Extraordinary Resolution or (b) the Retention Holder, subject to certain conditions.

Investors should note that other action points which form part of the OECD BEPS project (such as Action 4, which can deny deductions for financing costs, see the risk factor entitled "*EU Anti-Tax Avoidance Directive*" below) may be implemented in a manner which affects the tax position of the Issuer.

2.12 ***EU Anti-Tax Avoidance Directive***

As part of its anti-tax avoidance package the EU Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016, which was formally adopted by the EC Council on 12 July 2016 in Council Directive (EU) 2016/1164 (the "**ATAD I**"). ATAD I must be implemented by each Member State by 2019, subject to derogations for Member States which have equivalent measures in their domestic law.

Amongst the measures contained ATAD I is an interest deductibility limitation rule similar to the recommendation contained in the BEPS Action 4 proposals. The Anti-Tax Avoidance Directive provides that interest costs in excess of the higher of (a) EUR 3,000,000 or (b) 30 per cent. of an entity's earnings before interest, tax, depreciation and amortisation will not be deductible in the year in which they are incurred but would remain available for carry forward. However, the restriction on interest deductibility would only be in respect of the amount by which the borrowing costs exceed "interest revenues and other equivalent taxable revenues from financial assets". Accordingly, as the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under Collateral Debt Obligations (that is such that the Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if the Anti-Tax Avoidance Directive were implemented as originally published. There is also a carve-out in the Anti-Tax Avoidance Directive for financial undertakings, although as currently drafted the Issuer would not be treated as a financial undertaking. The European Commission is also pursuing other initiatives, such as the introduction of a common corporate tax base, the impact of which, if implemented, is uncertain.

EU Anti-Hybrid Rules

ATAD I includes measures to implement the recommendations of a number of BEPS action items, including Action 2 on hybrid mismatch arrangements. The hybrid mismatch provisions of ATAD I were limited in scope and only addressed mismatch arrangements arising between EU member states. It was therefore agreed that there should be a subsequent directive to amend ATAD I to address other areas of concern identified, including introducing measures to address hybrid mismatch arrangements with third

countries and expand the range of mismatches targeted. An initial draft was published on 25 October 2016 and the text of the new directive was agreed by the Council of the EU on 21 February 2017. Council Directive (EU) 2017/957 amending Directive (EU) 2016/1164 as regards hybrid mismatches with third countries was published on 29 May 2017 and entered into force on 27 June 2017 ("**ATAD II**").

ATAD II significantly extends the rules on hybrid mismatches. 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 hybrid mismatches arising between (i) associated enterprises, (ii) head offices and permanent establishments and (iii) permanent establishments of the same entity. The forms of hybrid mismatch that are most like to be relevant to an entity such as the Issuer relate to financial instrument mismatches and hybrid entity mismatches.

In very broad terms, if a hybrid mismatch results from the use of a financial instrument, the EU member state where the payment is sourced from shall deny the deduction, unless the non-EU member state has already done so. "Financial instrument" is very broadly defined to include any instrument that gives rise to a financing or equity returned that is taxed under the rules for taxing debt, equity or derivatives under the laws of either jurisdiction involved. The rules in relation to financial instrument mismatches could impact financing arrangements such as preferred or convertible equity certificates (PECs or CPECs), but also debt instruments which are "stapled" with an equity instrument or which are treated as debt in one jurisdiction and as equity in another jurisdiction.

The new rules also deal with so-called hybrid entities where an entity or arrangements is regarded as a taxable entity in one jurisdiction and whose income or expenditure is treated as income or expenditure of one or more persons in another jurisdiction.

To the extent the Issuer is deemed to be associated with any of its Noteholders, these rules may impact the Issuer once fully implemented. EU member states must change their domestic laws to implement these rules by 31 December 2019. The rules must apply from 1 January 2020 (with an exception for reverse hybrids). Under the terms of the Trust Deed, the Issuer is prohibited from "checking the box" to be treated as anything other than a corporation for U.S. tax purposes.

The exact scope of ATAD I or ATAD II, and their impact on the Issuer's tax position, will depend on their implementation in Ireland.

2.13 ***Clearing obligation***

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

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

2.14 ***Margin requirements***

On 4 October 2016, the European Commission adopted regulatory technical standards on risk-mitigation techniques for OTC derivative contracts not cleared by a central clearing counterparty to the European

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

The RTS detail the risk mitigation obligations and margin requirements in respect of non-cleared OTC derivatives as well as specify the criteria regarding intragroup exemptions and provide that the margin requirement will take effect on dates ranging, originally, from one month after the RTS enter into force (for certain entities with a non-cleared OTC derivative portfolio above €3 trillion) to 1 September 2020 (for certain entities with a non-cleared OTC derivative portfolio above €8 billion). The margin rules will only apply to financial counterparties and non-financial counterparties above the clearing threshold, requiring all in scope entities to collect and post variation margin and, for those counterparties/groups with the highest volumes of uncleared derivatives, require the collection of initial margin too. The previous intention was for the margin requirement to take effect on dates ranging originally from 1 September 2016 (for certain entities with a non-cleared OTC derivative portfolio above €3 trillion) to 1 September 2020 (for certain entities with a non-cleared OTC derivative portfolio above €8 billion). The EMIR margin requirements apply to financial counterparties and non-financial counterparties above the clearing threshold and, depending on the counterparty, will require collection and posting of variation margin and, for the largest counterparties/groups, initial margin.

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

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

The Conditions of the Notes allow the Issuer and oblige the Trustee without the consent of any of the Noteholders, to amend the Transaction Documents and/or the Conditions of the Notes to comply with the requirements of EMIR which may become applicable in future. The Trustee shall consent or sanction any such amendment without the consent of Noteholders if the Issuer certifies to the Trustee that such amendment is being made to comply with the requirements of EMIR.

Prospective investors should be aware that the regulatory changes arising from EMIR may significantly increase the cost of entering into derivative contracts (including the potential for non-financial counterparties such as the Issuer to become subject to marking to market and margin posting requirements in respect of non-cleared OTC derivatives such as Asset Swap Transactions and Interest Rate Hedge Transactions). These changes may adversely affect the Issuer's ability to enter into Asset Swap Transactions and/or Interest Rate Hedge Transactions and therefore the Issuer's ability to acquire Non-Euro Obligations and/or manage interest rate risk, respectively. 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 Investment Manager may not be able to execute its investment strategy as anticipated.

Prospective investors should also be aware that on 4 May 2017, the European Commission published its proposal for a Regulation amending EMIR as regards 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**"). The final version of EMIR REFIT was

published in the EU Official Journal on 28 May 2019. The majority of the amendments to EMIR came into force on 17 June 2019.

The most significant amendment in EMIR REFIT is the change to the definition of financial counterparty ("**FC**"). EMIR REFIT brings into that definition all alternative investment funds ("**AIFs**"), that are either established in the EEA or whose investment manager is authorised/registered under Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**"). Notably, the FC definition will effectively capture non-EU AIF's managed by non-EU managers when they are a counterparty to an EU FC. Previously, such funds were usually determined to be third country entities ("**TCEs**") that would be non-financial counterparties ("**NFCs**") if they were established in the EU, meaning that such funds would be out of scope of the clearing obligation and risk mitigation obligations (subject to the fund not exceeding the relevant clearing threshold for NFCs) when dealing with EU FCs. Under the amended definition of a FC in EMIR REFIT, such funds will now be regarded as TCEs that would be FCs if they were established in the EU, meaning that EU FCs will be required to ensure compliance with the clearing obligation and margin requirements for uncleared derivatives in respect of their trading with such funds.

Despite the initial proposal by the European Commission including securitisation special purpose entities ("**SSPEs**", defined by reference to the AIFMD) in the revised financial counterparty definition, the final version published in the Official Journal instead provides a specific exclusion for such entities from categorisation as a financial counterparty.

EMIR REFIT also amends the clearing obligation through the introduction of a new category of "small financial counterparty", subject to similar clearing thresholds as non-financial counterparties. Another amendment provides that where the clearing threshold has been exceeded by a non-financial counterparty on one asset category, that non-financial counterparty will only have to clear derivatives in that category, rather than for all asset categories (as was the case in the original EMIR). Other amendments in EMIR REFIT include a relaxation of the reporting requirements for non-financial counterparties below the criteria threshold, the imposition of a "fair, reasonable and non-discriminatory commercial terms" access standard for clearing members providing clearing services and new powers for ESMA and the Commission to suspend the clearing obligation for certain classes of derivative.

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 2019 Refinancing Notes.

2.15 ***Alternative Investment Fund Managers Directive***

The AIFMD became effective on 22 July 2013, and introduced authorisation and regulatory requirements for managers of AIFs. If the Issuer were to be considered to be an AIF within the meaning in the AIFMD, it would need to be managed by an AIFM. The Investment Manager is not authorised under the AIFMD but is authorised under the European Union (Markets in Financial Instruments) Regulation 2017 and MiFID II. "**MiFID II**" means collectively European Directive 2014/65/EU and European Regulation 600/2014/EU. As the Investment Manager is not permitted to be authorised under the AIFMD and also to conduct certain regulated activities under MiFID II, it will not be able to apply for an authorisation under the AIFMD unless it gives up its authorisation under MiFID II (in which case it may not be able to qualify as a "sponsor" for purposes of the Securitisation Regulation) (see "*Risk Retention in Europe*" above and "*The Retention Holder and EU Retention and Transparency Requirements*" below). If considered to be an AIF, the Issuer would also be classified as a "financial counterparty" under EMIR and may be required to comply with clearing obligations with respect to Hedge Transactions including obligations to post margin to any central clearing counterparty or market counterparty. It should also be noted that the EMIR Review suggests that all AIFs should be classified as financial counterparties for purposes of EMIR, regardless of whether they are managed by an authorised AIFM. See also "*EMIR*" above.

There is an exemption from the definition of AIF in the AIFMD for SSPEs (the "**SSPE Exemption**"), defined by reference to securitisation within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank of 19 December 2008 (as amended and recast by Regulation (EC) No 1075/2013). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, the Central Bank has confirmed that, pending such further clarification from ESMA, "registered financial vehicle corporations" within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank (as amended and recast by Regulation (EC) No 1075/2013), 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 Investment Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. As a result, implementation of the AIFMD may affect the return investors receive from their investment.

If the Investment Manager cannot continue to manage the Issuer's assets, the Issuer may delegate the management of its assets to a duly licensed AIFM. Such an AIFM would need to comply with a number of requirements under the AIFMD, including the appointment of a depositary in respect of the Issuer's assets and compliance with certain reporting and disclosure obligations. Compliance with the AIFMD by any AIFM appointed by the Issuer will involve significant additional costs which again may affect the return investors receive from their investment.

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

2.16 ***EU Bank Recovery and Resolution Directive***

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

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

the Trustee may have in respect of the valuation process, which may be detrimental to the Issuer and consequently, the Noteholders.

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

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

2.17 ***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 servicer, 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.

2.18 ***CRS***

The Common Reporting Standard ("**CRS**") framework was first released by the OECD in February 2014. To date, more than 100 jurisdictions have publicly committed to implementation, many of which are early adopter countries, including Ireland. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "**Standard**") was published, involving the use of two main elements, the Competent Authority Agreement ("**CAA**") and the CRS.

The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local Financial Institutions ("**FIs**") relating to account holders tax resident in other participating countries to assist in the efficient collection of tax.

The OECD, in developing the CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It will result in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

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

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the CRS 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 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.

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

The Issuer (or any nominated service provider) will agree that information (including the identity of any Noteholder) supplied for the purposes of CRS and DAC II compliance is intended for the Issuer's (or any nominated service provider's) use for the purposes of satisfying CRS and DAC II requirements and the Issuer (or any nominated service provider) will agree, to the extent permitted by applicable law, that it

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

2.19 ***Change of Law Risk***

The Issuer has been advised that under current Irish law, the Investment Management Fees should be exempt from VAT in Ireland. This is on the basis that they should be treated as consideration paid for collective portfolio management services provided to a "qualifying company" for the purposes of Section 110 of the Taxes 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 "Directive"), which provides that Member States shall exempt the management of "special investment funds" as defined by Member States.

On 9 December 2015, the European Court of Justice ("**ECJ**") handed down its judgment in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV cs Case C 595/13* which concerned whether, as a matter of Dutch VAT, a Dutch real estate fund qualified as a "special investment fund" under the Directive. The Court decided that the power accorded to EU member states to define the meaning of "special investment funds" must be exercised consistently with the objectives pursued by the Directive and with the principle of "fiscal neutrality", and accordingly that the following are "special investment funds": (i) funds which constitute undertakings for collective investment in transferable securities within the meaning of the UCITS Directive and (ii) funds which, without being collective investment undertakings within the meaning of that Directive, display features that are sufficiently comparable for them to be in competition with such undertakings — in particular that they are subject to "specific State supervision" under national law (as opposed to under the UCITS Directive). The Court did not answer the question of whether the fund the subject of its decision constituted a "special investment fund", including the question of whether the fund was subject to "specific State supervision" leaving this to the national court to determine.

It is not clear whether the Issuer would be regarded as being subject to "specific State supervision" under Irish law, as the Court did not elaborate on the meaning of that phrase in its judgment. There is, as a result, some doubt as to whether the Issuer would qualify as a "special investment fund" under Article 135(1)(g) of the UCITS Directive, if a court were to be called upon to consider such a question. The Value-Added Tax Consolidation Act 2010 of Ireland, in the provisions implementing Article 135(1)(g) of the Directive, specifically lists, in the categories of undertakings to whom supplies of management services are exempt from VAT, undertakings which are "qualifying companies" for the purposes of Section 110 of the Taxes Act 1997. The Issuer has been advised that it will be such a "qualifying company", therefore management services supplied to it are exempt from value added tax in Ireland under current law. The VAT treatment of the Issuer should only be different if there were a change in Irish domestic law whether made either unilaterally by Ireland, or following action taken at EU level. The Issuer is not aware of any proposal for either of those to occur.

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

2.20 ***LIBOR and EURIBOR Reform***

The London Inter-bank 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 ("**EURIBOR**"), together with other so-called "benchmarks" are the subject of reform by a number of international authorities and other bodies.

In the EU, in September 2013, the European Commission proposed a regulation (the "**Benchmark Regulation**") on indices used as benchmarks in financial instruments and financial contracts. The Benchmark Regulation was published in the Official Journal of the EU on 29 June 2016 and entered into force on 30 June 2016. It is directly applicable law across the EU. On 28 December 2017 LIBOR was added to the list of "critical benchmarks" for the purposes of the Benchmark Regulation pursuant to Implementing Regulation (EU) 2017/2446 which was published in the Official Journal of the EU and entered into force on 29 December 2017. The other two benchmarks included on the list of "critical benchmarks" are EURIBOR and Euro Overnight Index Average.

The Benchmark Regulation applies principally to "administrators" and also, in some respects, to "contributors" and certain "users" of "benchmarks", and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and make significant changes to the way in which benchmarks falling within scope of the Benchmark Regulation are governed (including reforms of governance and control arrangements, obligations in relation to input data, certain transparency and record-keeping requirements and detailed codes of conduct for contributors) and (ii) prevent certain uses of "benchmarks" provided by unauthorised administrators by supervised entities in the EU. The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices, could also potentially apply to many interest rate and

foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue, financial contracts and investment funds.

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

Other potential effects of the Benchmark Regulation or issues that arise in the context of the use of benchmarks include (among others):

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

(b) circumstances may require that the administrator of a "benchmark" (or its regulatory supervisor or a related competent authority) makes a public statement announcing that it has ceased or will cease to provide such "benchmark"; and

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

Investors should be aware that:

(a) any of the international, national or other 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 Transaction. This could lead to (A) the Issuer receiving amounts from affected Collateral Debt Obligations which are insufficient to make the due payment under the applicable Hedge Transaction and/or Hedge Agreement or receiving payments under the applicable Hedge Transaction and/or Hedge Agreement that are less than the amounts that would otherwise have been received from such applicable Hedge Transaction and/or Hedge Agreement had the relevant benchmark (or currency or tenor) not been discontinued, (B) the Issuer being required to compensate the relevant Hedge Counterparty by way of an adjustment payment or the making of an adjustment to the applicable Hedge Transaction spread

and/or (C) and potential termination of the relevant Hedge Transaction and/or Hedge Agreement;

(d) if the EURIBOR benchmarks referenced in paragraph (A) of Condition 6(e)(i) (*Floating Rate of Interest*) are discontinued, interest on the Floating Rate Notes will be calculated under paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*). In general, fallback mechanisms which may govern the determination of interest rates where a benchmark rate is not available are not suitable for long-term use. Accordingly, in the event a benchmark rate is permanently discontinued, it may be desirable to amend the applicable interest rate provisions in the affected Collateral Debt Obligation, Hedge Transaction and/or Hedge Agreement or the Notes; and

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

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

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,. 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.

2.21 ***Optional Redemption***

Reference is made to the section "*Risk Factors – Relating to the 2019 Refinancing Notes – The Notes are Subject to Optional Redemption in Whole or in Part by Class*" in the 2017 Prospectus. Pursuant to the Conditions as to be amended and as described in the section "*Description of The 2019 Refinancing Notes*", the Rated Notes may not be redeemed in whole from Refinancing Proceeds until 12 months following the 2019 Refinancing Date. In addition, the 2019 Refinancing Notes may not be redeemed in part by way of redemption of one or more Classes of the Rated Notes from Refinancing Proceeds.

2.22 ***Moody's Test Matrix***

Investors should note that pursuant to the 2019 Deed of Amendment in respect of the Investment Management Agreement to be dated on or about the 2019 Refinancing Date, the Moody's Test Matrix shall be replaced with a new Moody's Test Matrix (as set out in "*The Portfolio*" below) in accordance with Condition 14(c)(xix) (*Modification and Waiver*).

2.23 ***S&P Test Matrices***

Investors should note that pursuant to the 2019 Deed of Amendment in respect of the Investment Management Agreement to be dated on or about the 2019 Refinancing Date, the S&P Test Matrices shall be introduced (as set out in "*The Portfolio*" below). By acquiring an interest in the Class A Notes on the 2019 Refinancing Date, each Noteholder of the Class A Notes shall be deemed to have consented to this introduction, consent to such introduction shall be deemed to have been given by and shall take effect as an Ordinary Resolution of the Controlling Class for the purposes of Condition 14(c)(xxiii) (*Modification and Waiver*).

2.24 ***The S&P CDO Monitor Test***

Investors should note that pursuant to the 2019 Deed of Amendment in respect of the Investment Management Agreement to be dated on or about the 2019 Refinancing Date, the "**S&P CDO Monitor**

Test" and related definitions shall be amended (as set out in "*The Portfolio*" below). By acquiring an interest in the Class A Notes on the 2019 Refinancing Date, each Noteholder of the Class A Notes shall be deemed to have consented to such amendments and accordingly, consent to such amendments shall be deemed to have been given by and shall take effect as an Ordinary Resolution of the Controlling Class for the purposes of Condition 14.(c)(xxiii) (*Modification and Waiver*).

2.25 ***S&P Rating***

Investors should note that pursuant to the 2019 Deed of Amendment in respect of the Investment Management Agreement to be dated on or about the 2019 Refinancing Date, the definition of S&P Rating shall be amended (as set out in "*The Portfolio*" below). By acquiring an interest in the Class A Notes on the 2019 Refinancing Date, each Noteholder of the Class A Notes shall be deemed to have consented to such amendments and accordingly, consent to such amendments shall be deemed to have been given by and shall take effect as an Ordinary Resolution of the Controlling Class for the purposes of Condition 14.(c)(xxiii) (*Modification and Waiver*).

3. CERTAIN CONFLICTS OF INTEREST

In general, the transaction described in this Offering Circular will involve various potential and actual conflicts of interest.

Various potential and actual conflicts of interest may arise from the overall investment activity of the Investment Manager, its clients and its Affiliates, the Rating Agencies, the Placement Agent and their respective Affiliates. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

3.1 ***The Investment Manager***

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

The overall investment activities of the Investment Manager, its Affiliates and their respective clients, investors and employees may present various actual, potential or apparent conflicts between the interests of the Issuer, on the one hand, and the interests of the Investment Manager and its Affiliates and their respective clients, on the other hand.

The Issuer may be subject to various conflicts of interest involving the Investment Manager, Kohlberg Kravis Roberts & Co. L.P. ("**KKR**"), KKR Credit Advisors (US) LLC ("**KKR Credit US**"), KKR Alternative Investment Management Unlimited Company ("**KAIM**"), KKR Credit Advisors (EMEA) LLP ("**KCAE**"), their personnel, their Affiliates, and their Affiliates' personnel (the Investment Manager and such other persons collectively being referred to herein as the "**Investment Manager Affiliates**") and the Other Accounts (as defined below). KKR, KKR Credit US, KAIM, KCAE and the Investment Manager are subsidiaries of KKR & Co. Inc. (formerly known as KKR & Co. L.P.) ("**KKR Parent**"). While the Investment Manager Affiliates have established procedures and policies for addressing conflicts of interest, any such conflicts and the manner in which they are addressed by KKR may have an adverse effect on the Issuer.

For example, the Investment Manager may compete with certain Investment Manager Affiliates or Other Accounts (as defined below) for investments for the Issuer, subjecting the Investment Manager to certain conflicts of interest in evaluating the suitability of investment opportunities and making or recommending acquisitions on the Issuer's behalf. In the event that a conflict of interest arises, the Investment Manager will endeavour, so far as it is able, to ensure that such conflict is resolved in a manner consistent with applicable law and its internal policies. These resolutions may include, by way of example without limitation, refraining from investing in or disposing of the investment giving rise to the conflict of interest, taking or refraining from taking certain action with respect to an investment or

appointing an independent fiduciary to act on behalf of the Investment Manager. There can be no assurance that the Investment Manager will resolve all conflicts of interest in a manner that is favourable to the Issuer and any such conflicts of interest could have a material adverse effect on the Issuer.

The Investment Manager Affiliates provide, and expect in the future to provide, investment management and advisory services to other collateralised debt obligation transactions, synthetic collateralised debt obligation transactions, private equity, growth capital, leveraged credit, originated loan, mezzanine debt, long/short equity, long/short credit, special situations, structured credit, real estate debt, natural resources, real estate and infrastructure funds managed, established, sponsored or advised by KKR, KKR Credit US and other Investment Manager Affiliates, other funds, investment vehicles and accounts managed, established, sponsored or advised by the Investment Manager, KKR Credit US and other Investment Manager Affiliates and certain proprietary investment vehicles or accounts through which the Investment Manager Affiliates make investments for their own accounts, including, for example, through investment and co-investment vehicles established for the Investment Manager Affiliate personnel, senior advisors, industry advisors and other affiliates, accounts invested through various proprietary investment vehicles, including, without limitation, accounts through which the Investment Manager Affiliates invest primarily for their own investment purposes, accounts subject to specific criteria relating to, among other things, capacity and holding period, and proprietary accounts established primarily for the purpose of developing, evaluating and testing potential investment strategies or products (all of such investment vehicles, funds and accounts collectively referred to herein as "**Other Accounts**"), in which the Issuer has no interest.

The Investment Manager Affiliates are not restricted from forming additional investment funds, from entering into other investment advisory relationships (including, among others, relationships with clients that are employee benefit plans subject to ERISA and related regulations), or from engaging in other business activities, even though such activities may be in competition with the Issuer and/or may involve substantial time and resources of the Investment Manager Affiliates. The Investment Manager Affiliates will provide advice and recommendations to any such Other Accounts without regard to the Issuer's interests. Other Accounts may have investment objectives, programmes, strategies and positions that are similar or dissimilar to or may conflict or compete with those of the Issuer. Also, the Investment Manager Affiliates and Other Accounts may invest in businesses that compete with, have interests adverse to, or are affiliated with the obligors or issuers of Collateral Debt Obligations held by the Issuer, or any that is a service provider, supplier, customer or other counterparty with respect to one of the Issuer's investments, which could adversely affect the performance of investments owned by the Issuer. These other business activities of the Investment Manager Affiliates may also give rise to conflicts of a business nature that result in the Issuer not making certain investments, or in divesting of certain Assets that it already owns, even if such proposed investments or Collateral are otherwise eligible for investment by the Issuer.

The Investment Manager will receive advisory and other fees (including performance-based compensation) from, or have other pecuniary interests in, Other Accounts and due to differences in fee rates, types of fees and fee-offset provisions contained in the management agreements for such entities, the fees may not be proportionate to such entities' investment accounts for any given transaction and the Investment Manager may have an incentive to favour entities from which it receives higher fees or in which it otherwise has a greater pecuniary interest. There is no assurance that any Other Account with investment objectives, programmes or strategies similar to those of the Issuer will hold the same positions or perform in a substantially similar manner as the Issuer. The Investment Manager Affiliates may give advice or take action (including entering into derivative transactions or buy protection under a credit default swap) or take no action for their own account or with respect to the investments held by, and transactions of, Other Accounts which may differ from, or be contrary to, the advice given or the timing or nature of any action taken with respect to investments of the Issuer. As a result of such advice or actions or inactions, the prices and availability of securities and other financial instruments in which the Issuer invests or may seek to invest may differ from those available to Other Accounts, and the performance of the Issuer may be adversely affected. In addition, the Investment Manager's ability to

effectively implement the Issuer's investment strategies may be limited to the extent that contractual obligations relating to these permitted activities restrict the Investment Manager's ability to engage in transactions that it may otherwise be interested in pursuing. Investment Manager Affiliates, whose primary business includes the origination of investments, may provide investment advice to Other Accounts that compete with the Issuer for investment opportunities. The Investment Manager Affiliates may make allocations of the same investment to the Issuer and Other Accounts. To the extent permitted under the Investment Management Agreement, the Investment Manager may incur on behalf of the Issuer costs and expenses in connection with activities that benefit not only the Issuer but the Other Accounts that also have an allocation of the same investment. By way of example only, such costs and expenses may be incurred in the context of the financial distress of the investment entity. The Investment Manager will in good faith allocate such costs and expenses to the Issuer and the Other Accounts in accordance with the internal policies of KKR. The Issuer will reimburse the Investment Manager for its share of such allocated costs and expenses in accordance with the Priority of Payments. In the event of any error by the Investment Manager in the calculation of allocable expenses for which reimbursement from the Issuer is sought (which may result in an under or over reimbursement of expenses), the Investment Manager will endeavour to correct such error as soon as reasonably practicable, including by refunding any over reimbursement or netting such amount out of subsequent amount payable to the Investment Manager or the Investment Manager Affiliates. Interest will not accrue on any refunds or additional reimbursement payments between the Investment Manager and the Issuer to rectify any such error.

The Investment Manager Affiliates have in the past given and are expected to continue to give advice or take action (including entering into derivative transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities) with respect to the investments held by, and transactions of, Other Accounts that are different from, or otherwise inconsistent with, the advice given or timing or nature of any action taken with respect to the investments held by, and transactions of, the Issuer. Such different advice and/or inconsistent actions may be due to a variety of reasons, including, without limitation, the differences between the investment objective, program, strategy and tax treatment of certain Other Accounts and the Issuer or the regulatory status of Other Accounts and any related restrictions or obligations imposed on an Investment Manager Affiliate as a fiduciary thereof (including, for example, Other Accounts invested in by pension plans and employee benefit plans and constituting "plan assets" under ERISA or Other Accounts that are registered as investment companies under the Investment Company Act). Such advice and actions may adversely impact the Issuer. For example, an Other Account may concurrently, or in close proximity in time with such acquisition by the Issuer, enter into a derivative transaction with respect to a security acquired by the Issuer (for example as collateral) or that otherwise relates to such an investment held by the Issuer and such derivative transaction may result in a decrease in the price of the security acquired by or otherwise held by the Issuer or may otherwise benefit the execution quality of the transaction entered into by the Other Account. Additionally, the investment programs employed by an Investment Manager Affiliate for an Other Account could conflict with the transactions and strategies employed by the Investment Manager in managing the Issuer. Where the Issuer and Other Accounts hold portfolio investments in the same issuer or obligor, their interests may be in conflict irrespective of whether their investments are at different levels of the capital structure. Among other things, the timing of entry into or exit from a portfolio investment may vary as among these parties for reasons such as differences in strategy, existing portfolio or liquidity needs.

The above variations in timing or form of consideration may be detrimental to the Issuer or such other investing entities. There can be no assurance that the terms of, or the return on, the Issuer's investment will be equivalent to, or better than, the terms of, or the returns obtained by, any Other Account, including in respect of any category of investments, nor can there be any assurance that any Other Account with similar investment objectives, programs or strategies will hold the same positions, obtain the same financing or perform in a substantially similar manner as the Issuer. The Investment Manager's ability to implement the Issuer's strategy effectively may be limited to the extent that contractual obligations entered into in respect of investments made by Other Accounts or regulatory obligations or restrictions imposed on Investment Manager Affiliates as a result of the regulatory status of Other Accounts (for

example, under ERISA or the Investment Company Act) impose restrictions on the ability of the Issuer (or the Investment Manager on its behalf) to invest in securities or other assets that the Issuer may otherwise be interested in pursuing or to otherwise take actions in respect of the Issuer's investments that may otherwise be beneficial to the Issuer. As a result, the prices and availability of securities and other financial instruments in which the Issuer invests or may seek to invest may differ from those available to Other Accounts, and the performance of the Issuer may be adversely affected. In addition, in certain instances, in connection with the sale of investments by Other Accounts, Investment Manager Affiliates may enter into agreements prohibiting Other Accounts or the Issuer from engaging in activities that are deemed to compete with the disposed of investment for a certain period of time. Such agreements may prevent the Issuer from acquiring investments in certain sectors or regions, including investments that otherwise would have been appropriate for the Issuer.

Without limiting the generality of the foregoing, the Investment Manager Affiliates' interest in maximising the investment return of its proprietary investment vehicles and accounts may create a conflict in that the Investment Manager Affiliates may be motivated to allocate more attractive investments to the proprietary investment vehicles and accounts under its management and allocate less attractive investments to the Issuer and Other Accounts. Similarly, the Investment Manager Affiliates may be motivated to allocate scarce investment opportunities to its proprietary investment vehicles and accounts rather than to the Issuer and non-proprietary Other Accounts. The Investment Manager Affiliate investment professionals (including members of the Investment Manager's investment team) will face a conflict to the extent they are motivated, through their personal economic interests in the Investment Manager Affiliates' proprietary investment activities, to allocate their time and attention to such proprietary investment vehicles and accounts.

The Investment Manager Affiliates may invest, or have already invested, directly or on behalf of Other Accounts, in securities or other financial instruments that are senior or junior to securities or financial instruments of the same obligor or issuer that are held or may be acquired by the Issuer (e.g., an Other Account may acquire senior debt while the Issuer may acquire subordinated debt). These investments may inherently give rise to conflicts of interest or perceived conflicts of interest between or among the various classes of securities or financial instruments that may be held by the Issuer and such Investment Manager Affiliates or Other Accounts, including in the case of financial distress of the investment entity. For example, if additional financing is needed by an obligor or issuer of a Collateral Debt Obligation held by the Issuer as a result of financial distress, it may not be in the best interest of the Issuer, as holder of senior secured debt issued by such company (if applicable), for an Investment Manager Affiliate or Other Account to provide such additional financing. If Investment Manager Affiliates or Other Accounts holding more junior debt or equity positions were to lose their respective investments as a result of such difficulties, the ability of the Investment Manager to recommend actions in the best interest of the Issuer may be impaired. The reverse is true where an Other Account or Investment Manager Affiliate holds debt of a portfolio company that is more senior to that held by the Issuer. The Investment Manager Affiliates or Other Accounts may take such actions in its own interests with respect to its rights as a creditor (for example, with respect to breaches of covenants) that may be adverse to the interests of the Issuer as a more junior debt holder. It is possible that, in a bankruptcy proceeding, the Issuer's interests may be subordinated or otherwise adversely affected by virtue of the involvement and actions of the Investment Manager Affiliates or Other Accounts. There can be no assurance that the term of or the return on the Issuer's investment will be equivalent to or better than the term of or the returns obtained by the Investment Manager Affiliates or the Other Accounts participating in the transaction. This may result in a loss or substantial dilution of the Issuer's investment, while the Other Account or Investment Manager Affiliate recovers all or part of the amounts due to it. In addition, any of the Investment Manager Affiliates may serve as a general partner, adviser, officer, director, sponsor or manager of partnerships or companies organised to issue collateralised bond or loan obligations secured by non-investment grade bank loans and other funds or entities which invest in such obligations, which may also be eligible investments for the Issuer.

The Investment Manager Affiliates may also have or establish relationships with companies, including acting as sponsor, equity investor, adviser, lender, underwriter, placement agent, initial purchaser or agent bank, whose securities or obligations are assets of the Issuer, or may be considered for purchase by the Issuer or Other Accounts, and may now or in the future own or seek to acquire securities or obligations issued by obligors or issuers of assets owned by the Issuer, and such securities or obligations may have characteristics or interests different from or adverse to assets owned by the Issuer. The Investment Manager and the personnel available to it allocate their time between the Issuer and any other investment and business activities in which they may be involved. The Investment Manager intends to devote such time as shall be necessary to conduct the Issuer's business affairs in an appropriate manner. However, the Investment Manager and the personnel available to it will continue to devote the resources necessary to managing such other investment and business activities. The investment policies, fee arrangements and other circumstances applicable to Other Accounts may vary from those applicable to the Issuer. The Investment Manager Affiliates may buy, sell, or hold securities or other instruments for Other Accounts while the Investment Manager is making different investment decisions with respect to the Issuer's portfolio. Nothing in the Trust Deed or the Investment Management Agreement shall prevent the Investment Manager or any of its Affiliates from acting either as principal or agent on behalf of others, from buying or selling (or refraining from buying or selling or entering into derivative transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities), or from recommending to or directing any of the Other Accounts to buy or sell (or to refrain from buying or selling or entering into derivative transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities), at any time, securities or obligations of the same kind or class, or securities or obligations of a different kind or class of the same obligor or issuer, as those directed by the Investment Manager to be purchased or sold on behalf of the Issuer. In addition, certain Investment Manager Affiliates may invest in one or more Other Accounts. The Investment Manager Affiliates and Other Accounts may purchase one or more Classes of Notes or, in lieu of or in addition to such purchases, enter into synthetic transactions referring to such Class or Classes of Notes. It is expected that, if any of such investments are made, their size and nature may change over time.

Certain Other Accounts do and may in the future invest in securities and other assets in which the Issuer may invest. The Investment Manager Affiliates have sole discretion to determine the manner in which investment opportunities are allocated among the Investment Manager Affiliates, the Issuer and Other Accounts. Allocation of identified investment opportunities among the Investment Manager Affiliates, the Issuer and Other Accounts presents inherent conflicts of interest where demand exceeds available supply. As a result, the Issuer's share of investment opportunities may be materially affected by competition from Other Accounts and from Investment Manager Affiliates. Prospective investors in the 2019 Refinancing Notes should note that the conflicts inherent in making such allocation decisions may not always be resolved to the advantage of the Issuer.

From time to time, the Issuer may participate in releveraging and recapitalisation transactions involving issuers of the Issuer's portfolio investments in which Other Accounts have invested or will invest. Recapitalisation transactions will present conflicts of interest, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favourable than the prevailing market terms.

The Investment Manager Affiliates engage in a broad range of business activities and invest in portfolio companies and other issuers whose operations may be substantially similar to the issuers of the Issuer's portfolio investments. The performance and operation of such competing businesses could conflict with and adversely affect the performance an operation of the issuers of the Issuer's portfolio investments, and may adversely affect the prices and availability of business opportunities or transactions available to these issuers.

As a general matter, the Investment Manager Affiliates will allocate investment opportunities among the Investment Manager Affiliates, the Issuer and Other Accounts in a manner that is consistent with an

allocation methodology established by the Investment Manager Affiliates reasonably designed to ensure allocations of opportunities are made over time on a fair and equitable basis. In determining allocations of investments, the Investment Manager Affiliates will take into account such factors as they deem appropriate, which include, for example and without limitation, investment objectives and focus; target investment size and target returns; available capital, the timing of capital inflows and outflows and anticipated capital contributions and subscriptions; liquidity profile; applicable concentration limits and other investment restrictions; mandatory minimum investment rights and other contractual obligations applicable to participating funds, vehicles and accounts and/or to their investors; portfolio diversification; tax efficiencies and potential adverse tax consequences; regulatory restrictions applicable to participating funds, vehicles and accounts and investors that could limit the Issuer's ability to participate in a proposed investment; policies and restrictions (including internal policies and procedures) applicable to participating funds, vehicles and accounts, the avoidance of odd-lots or cases where a pro rata or other defined allocation methodology would result in a de minimis allocation to one or more participating funds, vehicles and accounts; the potential dilutive effect of a new position; the overall risk profile of a portfolio; the potential return available from a debt investment as compared to an equity investment; the potential effect of the Issuer's performance (positive and negative); and any other considerations deemed relevant by the Investment Manager Affiliates. The outcome of any allocation determination by the Investment Manager Affiliates may result in the allocation of all or none of an investment opportunity to the Issuer or in allocations that are otherwise on a non-pro rata basis. Certain investments made by the Issuer may be made on a co-investment basis alongside Other Accounts that target one or more categories of such investments as part of their investment strategy, in which case such Other Accounts may be allocated investment opportunities in priority to the Issuer in accordance with the requirements of such Other Accounts as determined by the Investment Manager Affiliates. Such priority allocations may result in a de minimis or no amount of any particular investment opportunity being made available to the Issuer. In addition, Other Accounts established by the Investment Manager Affiliates as co-investment vehicles may compete with the Issuer for allocations of co-investment opportunities in respect of any investment. There can be no assurance that the Issuer will have an opportunity to participate in certain investments that fall within the Issuer's investment objectives. Without limiting the foregoing, the internal policies and procedures adopted by the Investment Manager Affiliates from time to time to assist in the management of conflicts of interest between the Issuer and Other Accounts are likely to impose restrictions on the ability of the Issuer to participate in certain investments that would otherwise be eligible for the Issuer where such internal policies or conflicts review process has resulted in an internal restriction on any participation by the Issuer in the relevant investment either in whole or in part because of an associated conflict of interest.

In addition, certain investment personnel of the Investment Manager Affiliates maintain personal private investment holdings which may include investments in or obligations of private companies that subsequently become targeted by the Issuer and/or investments in private funds that invest in obligations of private companies targeted by the Issuer (e.g. through the provision of acquisition financing to a portfolio company of an unaffiliated private fund sponsor). Certain of these investments are maintained with third-party investment managers who sponsor investment vehicles that may compete with KKR, KKR Credit US or other Investment Manager Affiliates, or that KKR, KKR Credit US or other Investment Manager Affiliates may recommend to their respective clients. Furthermore, certain of these personal investments may have terms that are more favourable than those routinely offered by the unaffiliated investment manager (for example, reduced fees). These personal investments may give rise to potential or actual conflicts of interest between the Issuer and Other Accounts on the one hand, and KKR, KKR Credit US or other Investment Manager Affiliates and their respective affiliates, on the other hand including, in particular, to the extent such investment personnel participate in the management of the Issuer's investments in Collateral Debt Obligations issued by such private companies and the personal investment interests of such investment personnel are not aligned with those of the Issuer. KKR Credit US' personal securities investment and reporting policies, which require the pre-approval from KKR's compliance group on any personal private fund or private company investments, seek to address any potential or actual conflicts of interest relating to personal private investments.

To the extent the Investment Manager determines in good faith that an opportunity is most appropriate for the proprietary principal investment activities of the Investment Manager Affiliates due to the strategic nature of the opportunity as it relates to the business of the Investment Manager Affiliates, such investment opportunity will be deemed to not be within the investment focus of the Issuer and will be allocated accordingly.

The Investment Manager may, but is not obligated to, aggregate orders placed simultaneously in order to seek best execution and reduce transaction costs to the extent permitted by applicable law. Subject to the preceding sentence, the Investment Manager may, in the allocation of business, select brokers and/or dealers with whom to effect trades on behalf of the Issuer and may open cash trading accounts with such brokers and dealers. In addition, subject to the first sentence of this paragraph, the Investment Manager may, in the allocation of business, take into consideration the full range of a broker-dealer's services in assessing best execution, including, but not limited to: (i) competitiveness of commission rates and spreads, (ii) promptness of execution, (iii) past history in executing orders, (iv) clearance and settlement capabilities, (v) access to markets, investments (including access to new issues) and distribution network, (vi) trade error rate and ability or willingness to correct errors, (vii) anonymity/confidentiality, (viii) market impact, (ix) liquidity, (x) speed of execution, (xi) expertise with complex investments, (xii) trading style and strategy, (xiii) geographic location and (xiv) research capabilities and quality and other services provided by such broker or dealer to the Investment Manager which are expected to enhance its general investment management capabilities (collectively, "**Research**"), notwithstanding that the Issuer may not be the exclusive beneficiary of such Research. Transactions may be executed as part of concurrent authorisations to purchase or sell the same investment for Other Accounts served by the Investment Manager or its Affiliates (including the Issuer, collectively the "**Investment Manager Accounts**"). When investment decisions are made on an aggregated basis, the Investment Manager may, in its discretion, place a large order to purchase or sell a particular asset or investment for the Issuer and the accounts of several other clients. The Issuer understands that because of prevailing trading activity, it may not be possible to receive the same price or execution on the entire volume of assets or investments purchased or sold. When this occurs, the various prices may be averaged and the Issuer will be charged or credited with the average price. The effect of the aggregation may operate on some occasions to the Issuer's disadvantage.

Unless otherwise prohibited by applicable law, the Trust Deed or the Investment Management Agreement, the Investment Manager may, on behalf of the Issuer, for liquidity, trade allocation or other reasons, purchase obligations or securities from, sell obligations or securities to or enter into any arrangement or agreement with Other Accounts ("**cross transactions**"). The terms of any such cross transactions will be on an arm's length basis as determined in accordance with internal policies. The Investment Manager will receive no compensation in connection with cross transactions, aside from advisory and similar fees attributable to its management of participatory accounts. To the extent that any transaction with the Issuer would constitute a principal transaction because of the ownership interest in an Other Account by an Investment Manager Affiliate or otherwise, the Investment Manager will comply with the requirements of Section 206(3) of the Advisers Act, including the requirement that the Investment Manager notify the board of directors of the Issuer (the "**Board of Directors**") in writing of the transaction and obtain the Issuer's consent through the Board of Directors before completion of such a transaction.

The Investment Manager has an obligation under the Investment Management Agreement to exercise its reasonable judgement to determine the market values of certain Collateral Debt Obligations for which certain specified third party bid prices are not available. Such valuations are taken into account for purposes of calculating the Par Value Ratios and Interest Coverage Ratios and can therefore make a difference in the payments made to certain Noteholders on relevant Payment Dates. In determining the market values for such Collateral Debt Obligations, the Investment Manager will take into account various factors and may rely on internal pricing models, all in accordance with the valuation policies and procedures of KKR Credit US. Such valuations may vary from similar valuations performed by independent third parties for similar types of securities or assets. The valuation of illiquid securities and

other assets is inherently subjective and subject to increased risk that the information utilised to value such assets or to create the price models may be inaccurate or subject to other error. Due to a wide variety of factors and the nature of certain securities and assets to be held by the Issuer, there is no guarantee that the values determined by the Investment Manager will represent the value that will be realised by the Issuer on the eventual realisation of the investment or that would, in fact, be realised upon an immediate disposition of the investments.

The Investment Manager Affiliates include a number of entities that act as broker-dealers. Such broker-dealers (including their respective related lending vehicles) may manage or otherwise participate in underwriting syndicates and/or selling groups with respect to issuers or obligors of the Issuer's investments or may otherwise be involved in the private placement of debt or equity securities or instruments issued by the issuers or obligors and non-controlling entities in or through which the Issuer may invest (including by placing securities issued by such issuers or obligors with co-investors), or otherwise in arranging or providing financing for such issuers or obligors alone or with other lenders, which may include Other Accounts. Affiliated broker-dealers may, as a consequence of such activities, hold positions in instruments and securities issued by the issuers or obligors of the Issuer's investments and may engage in transactions that may also be appropriate investments for the Issuer. Subject to applicable law, such broker-dealers may receive underwriting fees, placement commissions, financing fees, interest payments or other compensation with respect to such activities, which are not required to be shared with the Issuer. In certain circumstances, where an affiliated broker is participating in underwriting and financing transactions, it may be doing so as lead or sole lead arranger, in which case it will be responsible for establishing the relevant fees and other payments charged to the issuers or obligors of the Issuer's investments. In addition, the Issuer may be prevented from participating in an investment as a result of an affiliated broker participating in such underwriting or financing transaction. Where an Investment Manager Affiliate broker-dealer serves as underwriter with respect to an issuer's or obligor's securities, the Issuer may be subject to a "lock-up" period following the offering under applicable regulations or agreements during which time its ability to sell any securities or obligations that it continues to hold is restricted. This may prejudice the Issuer's ability to dispose of such securities at an opportune time. In addition, in circumstances where an issuer of a portfolio investment becomes distressed and the participants in the relevant offering have a valid claim against the underwriter, the Issuer would have a conflict in determining whether to sue an Investment Manager Affiliate broker-dealer. In circumstances where a non-affiliate broker-dealer has underwritten an offering, the issuer of which becomes distressed, the Issuer may also have a conflict in determining whether to bring a claim on the basis of concerns regarding an Investment Manager Affiliate's relationship with the broker-dealer.

The Investment Manager Affiliates may in the future develop new businesses such as providing investment banking, advisory and other services to corporations, financial sponsors, management or other persons. Such services may relate to transactions that could give rise to investment opportunities that are suitable for the Issuer In such case, an Investment Manager Affiliate's client would typically require it to act exclusively on its behalf, thereby precluding the Issuer from participating in such investment opportunities. The Investment Manager Affiliates would not be obligated to decline any such engagements in order to make an investment opportunity available to the Issuer. In addition, the Investment Manager Affiliates may come into the possession of information through these new businesses that limits the Issuer's ability to engage in potential transactions.

Certain Investment Manager Affiliates have recently begun working with a privately-held company called Quantifind, Inc. ("**Quantifind**"), which is a data platform company that uses proprietary web technology to extract revenue-driving factors for brands from a wide spectrum of data sources. To the extent a project relates to data analysis or related services in furtherance of diligence or other analysis related to current or prospective investments of the Issuer (or Other Account) or the markets and industries in which their underlying investments or issuers thereof operate, the Issuer (or each such Other Account, as applicable) will reimburse the applicable Investment Manager Affiliates for its respective portion of such fees. Issuers of Collateral Debt Obligations in which the Issuer invests may also

separately engage Quantifind to independently conduct big data analysis or to leverage information the Investment Manager Affiliates have gained with respect to their respective businesses.

While certain services provided by Investment Manager Affiliates (and certain other businesses in which they or their personnel have minority or other non-control or non-affiliate interests) are described herein, the Investment Manager Affiliates and their personnel may in the future acquire an interest in (including a minority or other non-control or non-affiliate interest) or establish other businesses and service providers not contemplated herein that will also be entitled to fees from the Issuer (and Other Accounts). Fees and other compensation paid to Investment Manager Affiliates (and other entities and businesses in which they or their personnel hold interests) for services to the Issuer, Other Accounts, their investments, or issuers of their investments or to other parties participating in transactions with the Issuer or Other Accounts are (or are expected to be, as applicable) believed by the relevant Investment Manager Affiliates to be reasonable and generally at market rates for the relevant activities. Such compensation however is (or is expected to be) generally determined through negotiations with related parties and not on an arm's length basis and may be in excess of the cost of comparable services provided in an arm's-length transaction. None of the fees charged by Investment Manager Affiliates to the Issuer or to the issuers of any Collateral Debt Obligations or any other service providers in which Investment Manager Affiliates or their personnel have or acquire an interest, will be shared with the Issuer or offset against Investment Management Fees payable by the Issuer to the Investment Manager.

No Investment Manager Affiliate is under any obligation to offer investment opportunities of which they become aware to the Issuer or to share with the Issuer or to inform the Issuer of any such transaction or any benefit received by them from any such transaction or to inform the Issuer of any investments before offering any investments to Other Accounts.

The Investment Manager Affiliates have adopted information-sharing policies and procedures which address both (i) the handling of confidential information and (ii) the information barrier that exists between the public and private sides of the Investment Manager Affiliates. The Investment Manager's and other Investment Manager Affiliates' credit and public equity professionals (i.e., those engaged by KKR Credit US and the Investment Manager) are generally on the public side of the Investment Manager Affiliates, although some members of the Investment Manager Affiliates' private credit investment team are on the private side of the Investment Manager Affiliates. The Investment Manager Affiliates' private equity, energy and infrastructure and real estate professionals and senior advisors and industry advisors are on the private side of the Investment Manager Affiliates and the Investment Manager Affiliates' broker-dealer professionals may be on the private or public side of the Investment Manager Affiliates depending on their roles. The Investment Manager Affiliates have compliance functions to administer the Investment Manager Affiliates' information-sharing policies and procedures and monitor potential conflicts of interest. Although the Investment Manager plans to leverage the Investment Manager Affiliates' firm-wide resources to help source, conduct due diligence on and create value for the Issuer's investments, the Investment Manager Affiliates' information-sharing policies and procedures referenced above, as well as certain legal, contractual and tax constraints, could significantly limit the Investment Manager's ability to do so. For example, from time to time, the Investment Manager Affiliates' private equity or broker-dealer professionals may be in possession of material non-public information with respect to the Issuer's investments or potential investments and as a result such professionals will be restricted by the Investment Manager Affiliates' information-sharing policies or by law or contract, from sharing such information with the Investment Manager Affiliate professionals responsible for making the Investment Manager's investment decisions, even where the disclosure of such information would be in the best interest of the Issuer or would otherwise influence the decisions taken by such investment professionals with respect to such investment or potential investment. Accordingly, as a result of such restrictions, the investment activities of the Investment Manager Affiliates' other businesses may differ from, or be inconsistent with, the interests of and activities that are undertaken for the account of the Issuer and there can be no assurance that the Issuer will be able to fully leverage all of the available resources and industry expertise of the Investment Manager Affiliates' other businesses. Additionally, there may be circumstances in which one or more individuals associated with an Investment Manager

Affiliate will be precluded from providing services to the Issuer because of certain confidential information available to those individuals or to other parts of the Investment Manager Affiliates.

While KKR Parent, its subsidiaries and the other Investment Manager Affiliates have established information barriers between their public and private sides as described above, KKR Parent, its subsidiaries and the other Investment Manager Affiliates do not, separately within each such division, generally establish information barriers between internal investment teams. In addition, information may be shared or "wall crossed" between the public and private sides of KKR Parent, its subsidiaries and the other Investment Manager Affiliates pursuant to KKR Parent's, its subsidiaries' and the other Investment Manager Affiliates' information barrier procedures.

The nature of the Investment Manager Affiliates' businesses, including, without limitation, participation by their personnel in creditors' committees, steering committees, or boards of directors of issuers of portfolio investments, may result in the Investment Manager receiving material non-public information from time to time with respect to publicly held companies or otherwise becoming an "insider" with respect to such companies. With limited exceptions (as described above), the Investment Manager Affiliates do not establish information barriers among internal investment teams. Trading by Investment Manager Affiliates on the basis of such information, or improperly disclosing such information, may be restricted pursuant to applicable law and/or internal policies and procedures adopted by Investment Manager Affiliates to promote compliance with applicable law. Accordingly, the possession of "inside information" or "insider" status with respect to such an issuer or obligor by Investment Manager Affiliates or their personnel may, including where an appropriate information barrier does not exist between the relevant investment professionals or has been "crossed" by such professionals, significantly restrict the Investment Manager Affiliates' ability to deal in the securities of that issuer on behalf of the Issuer, which may adversely impact the Issuer, including by preventing the execution of an otherwise advisable purchase or sale transaction in a particular security until such information ceases to be regarded as material non-public information, which could have an adverse effect on the overall performance of such investment. In addition, Investment Manager Affiliates in possession of such information may be prevented from disclosing such information to the Investment Manager, even where the disclosure of such information would be in the interest of the Issuer. The Investment Manager may also be subject to contractual "stand-still" obligations and/or confidentiality obligations that may restrict its ability to trade in certain securities on behalf of the Issuer.

In certain circumstances, including but not limited to those involving an Optional Redemption, the Investment Manager may engage an independent agent to dispose of assets held by the Issuer in which the Investment Manager Affiliates may be deemed to have material non-public information on behalf of the Issuer. Such independent agent may dispose of the relevant assets for a price that may be lower than the Investment Manager's valuation of such assets which may take into account the material non-public information known to the Investment Manager Affiliates in respect of the Issuer.

The Issuer depends to a significant extent on the Investment Manager's access to the investment professionals and senior management of the Investment Manager Affiliates and the information, research and investment ideas generated by the Investment Manager Affiliate investment professionals and senior management during the normal course of their investment and portfolio management activities. The senior management and the investment professionals of the Investment Manager source, evaluate, analyse and monitor the Issuer's investments. The Issuer's future success will depend on the continued service of the senior management team and investment professionals of the Investment Manager.

The Investment Manager, in its capacity as Retention Holder, will agree in the Risk Retention Letter that it will continue to retain the Retention for so long as any Class of Rated Notes remains outstanding. Any Notes in excess of the Retention may be sold by the Retention Holder at any time after the 2019 Refinancing Date. See "*Risk Retention in Europe*". The Investment Manager, the Investment Manager Affiliates and Other Accounts may, but will have no obligation to, purchase additional Notes and may acquire or, subject to the EU Retention Requirements in respect of the Notes comprising the Retention,

sell Notes at any time. Subject to the EU Retention Requirements in respect of the Notes comprising the Retention, none of the Investment Manager, the other Investment Manager Affiliates and Other Accounts will be required to retain any such Notes for any period of time. The interests and incentives of the Investment Manager Affiliates or Other Accounts that may from time to time invest in Notes will not necessarily be aligned with those of the other holders of any Notes or the holder of Notes of any particular Class. In particular, if at any time the Subordinated Notes are owned in part by the Investment Manager or its Affiliates, the Investment Manager may face conflicts between the interests of the holders of the Rated Notes on the one hand and the interests of the holders of the Subordinated Notes on the other when making a decision to purchase or sell a Collateral Debt Obligation. Additionally, as holder of Subordinated Notes representing at least a Majority of the Subordinated Notes, the Retention Holder will have the ability to direct the Issuer and the Trustee to take, or not to take, certain actions, including (i) to direct an Optional Redemption after the Non-Call Period (provided such date falls 12 months following the 2019 Refinancing Date) or to prevent any other holders of Subordinated Notes from directing an Optional Redemption after the Non-Call Period, (ii) to direct an Optional Redemption following a Note Tax Event, (iii) to direct the issuance of additional Notes by the Issuer and (iv) to direct a Refinancing (other than in respect of the Class A Notes and/or the Class B-1 Notes). Further, any Notes held by the Investment Manager will have voting rights in connection with the approval of a successor manager. In taking or refraining to take any such actions, the Investment Manager Affiliates and the Retention Holder will have no obligation to take into account the interests of any other holder of Notes. See "*Description of the Investment Management Agreement*".

The Trust Deed and the Investment Management Agreement provide for certain actions to occur at the direction of the specified percentage of Subordinated Notes, including an Optional Redemption of the Rated Notes. It may be difficult or impossible, so long as the Investment Manager Affiliates own a significant portion of the Subordinated Notes, to take such actions without the consent of the Investment Manager Affiliates. Actions requiring the consent or direction of the Subordinated Notes pursuant to the Trust Deed or the Investment Management Agreement could be expected to be influenced, and potentially controlled, by such Investment Manager Affiliates. To the extent that the interests of the holders of the Rated Notes that are not Investment Manager Affiliates or Other Accounts differ from the interests of the Investment Manager Affiliates or Other Accounts, the holding of a significant portion of the Subordinated Notes by the Investment Manager Affiliates may create additional conflicts of interest. Subject to the EU Retention and Transparency Requirements in respect of the Notes comprising the Retention, any Notes, including the Subordinated Notes, acquired by the Investment Manager Affiliates, or any Other Account may be sold by any such person to related and/or unrelated parties at any time and such sale may be conducted at a discount or in any other manner that could be potentially adverse to interests of other holders of the Notes.

The Investment Manager or its Affiliates may have had communications with Other Accounts, potential investors in the 2019 Refinancing Notes and other parties interested in the transaction and may have communications with other holders and/or other parties interested in the transaction during the term of the transaction, in each case, relating to the composition of the Issuer's investments and/or other matters relating to the Issuer. There can be no assurances that such communications will not influence the Investment Manager's decisions relating to the Issuer's assets or other matters with respect to which the Investment Manager has discretion, including, without limitation, the selection of the assets that were included in the portfolio both prior to, and that will be included in the portfolio after, the 2019 Refinancing Date.

The Investment Manager may from time to time consult with, receive input from and provide information to third parties (who may or may not be or become direct and indirect owners of the 2019 Refinancing Notes) in respect of obligations being considered for acquisition by the Issuer. Some of those same third parties may have interests adverse to those of the holders of 2019 Refinancing Notes and may take a short position (for example, by buying protection under a credit default swap) relating to any such obligations or securities. This Offering Circular does not contain any information regarding the

individual Collateral Debt Obligations that will comprise the Issuer's initial portfolio or that may secure the Notes from time to time.

The Investment Manager is entitled to receive a Senior Investment Management Fee, a Subordinated Investment Management Fee and an Incentive Investment Management Fee from the Issuer out of proceeds received by the Issuer from the Collateral Debt Obligations, payable in accordance with the Priority of Payments. The payment of the Incentive Investment Management Fee is dependent to some degree on the yield earned on the Collateral Debt Obligations. The fee structure could create an incentive for the Investment Manager to manage the Issuer's investments in a manner as to seek to maximise the yield on the Collateral Debt Obligations relative to investments of higher creditworthiness. Managing the Portfolio with the objective of increasing yield, even though the Investment Manager is constrained by investment restrictions described in "The Portfolio", could result in an increase in defaults or volatility and could contribute to a decline in the aggregate market value of the Collateral Debt Obligations.

On the Original Issue Date, the Investment Manager was reimbursed by the Issuer for certain expenses (including legal fees and expenses) incurred by the Investment Manager Affiliates in connection with their participation in the transaction and in connection with the organisation of the Issuer and the financing arrangements for its accumulation of Collateral Debt Obligations prior to the Original Issue Date were repaid. On the 2017 Refinancing Date, the Investment Manager was reimbursed by the Issuer for certain expenses (including legal fees and expenses) incurred by the Investment Manager Affiliates in connection with their participation in the 2017 Refinancing. On the 2019 Refinancing Date, the Investment Manager will be reimbursed by the Issuer for certain expenses (including legal fees and expenses) incurred by the Investment Manager Affiliates in connection with their participation in the Refinancing.

No independent counsel has been appointed to represent the investors in respect of the Investment Manager and the other Investment Manager Affiliates. The same counsel that represents the Issuer may also represent Other Accounts, including the Investment Manager Accounts, and/or the Investment Manager Affiliates.

The Investment Manager Affiliates may be hedge counterparties and may provide other services to the Issuer and may receive fees from the Issuer in such capacities.

Certain holders of Notes may have access to more or better information than other investors or holders of Notes such as, but not limited to, portfolio risk, personnel and/or investment-related information. In addition, in the course of conducting due diligence, current or prospective investors or holders of 2019 Refinancing Notes may request information pertaining to investments, portfolios or the Investment Manager. The Investment Manager may respond to such requests and provide a response containing information which is not generally made available to other investors although it may require investors receiving such information to agree to keep such information confidential. When the Investment Manager provides this requested information, it does so without an obligation to provide it to other investors or to correct or update any such information previously provided.

The Investment Manager may, in its sole discretion, agree with one or more holders of Notes to share a portion of its Investment Management Fees and, if such fee sharing agreement is made, although the Investment Manager will notify the Issuer of the nature and amount of such fee sharing arrangement, neither the Issuer nor the Investment Manager will be obliged to notify other holders of Notes and the Investment Manager will not be obliged to enter into similar agreements with other holders of Notes. Such fee sharing arrangements may affect the incentives of the Investment Manager in managing the Collateral Debt Obligations and may also affect the actions of the relevant holders of Notes in taking any actions they may be permitted to take in respect of the Notes, including votes concerning amendments. The terms of any such fee sharing arrangements will be made available after the 2019 Refinancing Date to any holder upon request.

Other present and future activities of the Investment Manager and the other Investment Manager Affiliates may give rise to additional conflicts of interest not addressed above. In the event that a conflict of interest arises, the Investment Manager will attempt to resolve such conflict in a fair and equitable manner. By acquiring 2019 Refinancing Notes, each investor will be deemed to have acknowledged the existence of any of the foregoing actual, apparent and potential conflicts of interest and to have waived any claim with respect to any liability from the existence of any such conflict of interest.

3.2 ***The Placement Agent and its Affiliates***

The Issuer will be subject to various conflicts of interest involving Goldman Sachs International and its Affiliates (together, "**GS**"). GS has acted as the Placement Agent of the transaction described herein and in certain other roles in connection with the transaction described herein as described below.

GS is subject to laws and internal policies and procedures governing the management of conflicts of interest, however, the interests of GS in its different capacities in relation to the transaction and its business activities generally will not necessarily align with, and may be directly contrary to, those of the Issuer, the Investment Manager and the investors in the Notes. The interests of GS in its different capacities in respect of the transaction may not align with one another.

GS as arranger

GS has structured the transaction described in this Offering Circular. The structuring by GS of the transaction described herein may be influenced by discussions that the Placement Agent and Arranger may have or have had with investors and there is no assurance that investors would agree with the views of one another or that GS's structuring of the transaction will not adversely affect the performance of the Notes or any particular Class of Notes.

GS as Placement Agent

The Placement Agent may place the 2019 Refinancing Notes issued by the Issuer on the 2019 Refinancing Date under individually negotiated transactions at varying prices which may result in the Placement Agent receiving a lower net fee in respect of those 2019 Refinancing Notes (the net fee being an amount equal to the placement fee paid by the Issuer to the Placement Agent less the discounts offered by the Placement Agent to the investors to which it places 2019 Refinancing Notes). The Placement Agent may assist clients and counterparties in transactions related to the 2019 Refinancing Notes (including assisting clients in future purchases and sales of the 2019 Refinancing Notes and hedging transactions). The Placement Agent may (but is not obliged to) purchase some or all of the 2019 Refinancing Notes on the 2019 Refinancing Date acting as agent of the Issuer for the sole purpose of assisting in the settlement of these transactions. The Placement Agent expects to earn fees and other revenues from these transactions.

GS generally

GS's relationship with the Issuer

The Issuer may invest in Eligible Investments managed by GS and in Collateral Debt Obligations of obligors affiliated with GS or in which GS holds an equity or participation interest. The purchase, holding or sale of such Collateral Debt Obligations by the Issuer may increase the profitability of GS's own investments in such obligors.

From time to time the Issuer (or the Investment Manager on its behalf) may purchase Collateral Debt Obligations from or sell Collateral Debt Obligations through or to GS and GS may act as the selling institution in respect of Participations and/or as a counterparty under a Hedge Agreement. It is expected that from time to time after the 2019 Refinancing Date, the Issuer, acting at the direction of the Investment

Manager, will purchase Collateral Debt Obligations from, or sell Collateral Debt Obligations to, GS, some of which may be sold from the inventory of GS.

GS's relationship with the Investment Manager

GS has provided, and expects in the future to provide, investment banking and other services to the Investment Manager, including acting as underwriter or placement agent on securities issuances, in respect of other collateralised loan obligations managed by the Investment Manager and in connection with raising capital for the Investment Manager to maintain and develop its business. In addition, it is expected that from time to time the Investment Manager may purchase or sell Collateral Debt Obligations through, from or to GS, subject to such procedures and restrictions as are appropriate to comply with applicable law with respect to transactions in which an Affiliate of the Investment Manager is acting as principal. GS will act in its own commercial interests in providing those services, without regard to whether its interests conflict with those of the holders of the 2019 Refinancing Notes or any other party.

General disclosure of GS's conflicts

The activities and interests of GS, its clients and respective officers, members and employees will not necessarily align with, and may in fact be directly contrary to, those of investors in the 2019 Refinancing Notes. GS, including the Placement Agent, may purchase a certain proportion of the 2019 Refinancing Notes on or after the 2019 Refinancing Date which it may hold and/or subsequently trade. Any such purchase and holding and/or subsequent trade by GS will be for its own account as Noteholders. The holding or any sale of the 2019 Refinancing Notes by GS may adversely affect the liquidity of the 2019 Refinancing Notes and may also affect the prices of the 2019 Refinancing Notes in the primary or secondary market. In carrying out its obligations as Placement Agent or any other transaction party, GS shall not be under any duty to disclose to the Investment Manager, the Issuer, the Trustee, any Noteholders, any prospective investor or any other person, any non-public information acquired in the course of carrying on any business for, or in connection with, the provision of services to any other party.

GS is part of a global banking, investment banking and securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. As such, GS actively makes markets in and trades financial instruments for its own account and for the accounts of customers in the ordinary course of its business.

GS may have positions in and will likely have placed or underwritten certain of the Collateral Debt Obligations (or other obligations of the obligors of Collateral Debt Obligations) when they were originally issued and may have provided, and may in future provide, investment banking and other services to obligors of Collateral Debt Obligations. GS may from time to time, as principal or through one or more investment funds managed by it, make investments in the debt and equity securities, bank loans and other financial instruments of one or more obligors of Collateral Debt Obligations. One or more of such obligors may be, or may become, controlled by GS. In addition, GS and its clients may invest in debt obligations and securities that are senior to, or have interests different from or adverse to, Collateral Debt Obligations.

In the ordinary course of its business, GS will, for its own account and for the accounts of its customers, make or hold a broad array of investments. GS will invest and trade in debt and equity securities and related derivatives and in other financial instruments, including bank loans. Such investing and trading activities may involve Collateral Debt Obligations and securities of and/or investments in the Issuer (including the Notes). GS may hedge any such positions and provide hedges to its customers in respect of any such positions.

GS may make investment recommendations and/or express independent research views in respect of Collateral Debt Obligations, obligors of Collateral Debt Obligations, the Issuer and the Notes, and may recommend to clients that they acquire long and/or short positions in such instruments.

GS and its clients may invest in debt securities or financial instruments that are senior to, or have interests different from or adverse to, Collateral Debt Obligations.

GS may act in a number of capacities, including as placement agent or investment manager, in other transactions involving issues of collateralised debt obligations or other investment funds with assets similar to those of the Issuer. Such activities may have an adverse effect on the availability and pricing of Collateral Debt Obligations for the Issuer and/or on the demand for and pricing of the 2019 Refinancing Notes.

GS's activities include, among other things, executing large block trades and taking long and short positions directly and indirectly, through derivative instruments or otherwise. These activities may also include buying or selling credit protection in respect of the 2019 Refinancing Notes, taking long and short positions on (and thereby making a profit from) the Collateral Debt Obligations, assisting purchasers of Collateral Debt Obligations to hedge their investments; facilitating transactions for other clients or counterparties that may have business objectives or investment strategies that are inconsistent with or contrary to those of investors in the 2019 Refinancing Notes, and/or hedging any exposure of GS to the 2019 Refinancing Notes on the 2019 Refinancing Date or any time in the future. The securities and instruments in which GS takes positions, or expect to take positions, may include the 2019 Refinancing Notes, the Collateral Debt Obligations, or similar securities or products.

Market-making is an activity in which GS buys and sells on behalf of customers, or for its own account, to satisfy supply and demand. Market-making facilitates transactions among market participants that have differing views and investment objectives. Those views and objectives may be inconsistent with, or adverse to, the interests of Noteholders. GS may also act as a Hedge Counterparty on Hedge Agreements. As a result, Noteholders should expect that GS will take positions, and facilitate the taking of positions by its customers, that are inconsistent with, or adverse to, the investment objectives of Noteholders. In no circumstances will GS need to account to any Noteholder or any other person for any fee, profit or gain made from any such activities.

As a result of GS's various financial market activities, including acting as a research provider, investment advisor, market maker or principal investor, Noteholders should expect that personnel in various businesses of GS will have and express research or investment views and make recommendations that are inconsistent with, or adverse to, the objectives of investors in the 2019 Refinancing Notes.

Except as required by law, GS is under no obligation to disclose its trading, investment or hedging positions and strategies, including whether it is long or short a position in Collateral Debt Obligations, the 2019 Refinancing Notes or Eligible Investments or has hedged any such position. Nonetheless, in the ordinary course of business, GS and its employees or customers may actively trade in and/or otherwise hold long or short positions in, and/or enter into arrangements (including, without limitation, arrangements with the Investment Manager in connection with the Placement Agent's exposure) with respect to, the 2019 Refinancing Notes, Collateral Debt Obligations and Eligible Investments or enter into transactions similar to or referencing the 2019 Refinancing Notes, Collateral Debt Obligations and Eligible Investments or the obligors thereof for its own account and for the accounts of its customers. If GS owns 2019 Refinancing Notes, through market-making activity or otherwise, any actions that it takes as owner, including voting, providing consents or otherwise will not necessarily be aligned with and may be adverse to the interests of other Noteholders.

GS is under no obligation to purchase or retain any of the 2019 Refinancing Notes. To the extent GS makes a market in the 2019 Refinancing Notes (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the 2019 Refinancing Notes. In

connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the 2019 Refinancing Notes. The price at which GS may be willing to purchase 2019 Refinancing Notes will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the 2019 Refinancing Notes.

As a result of GS's various financial market activities, GS may take an action (or fail to take an action) that is inconsistent with, or adverse to, the objectives of investors in the 2019 Refinancing Notes.

Furthermore, GS expects that a completed offering will enhance its ability to assist clients and counterparties in transactions related to the 2019 Refinancing Notes and in similar transactions (including assisting clients in additional purchases and sales of the 2019 Refinancing Notes and hedging transactions). GS expects to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related services to clients may enhance GS's relationships with various parties, facilitate additional business development, and enable it to obtain additional business and to generate additional revenue.

THE ISSUER

The information in this section should be read in conjunction with the section entitled "The Issuer" in the 2017 Prospectus. The changes set forth below supersede all statements which are inconsistent therewith in the 2017 Prospectus.

General

The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities and was incorporated in Ireland as a private limited company on 28 January 2014 under the Companies Act 1963 to 2012 (as amended) of Ireland with the name of Avoca CLO XI Limited and with company registration number 538500. Pursuant to an ordinary resolution and special resolution of the Issuer dated 23 August 2016, the Issuer elected to reregister as a "designated activity company" or "DAC" within the meaning of the Companies Act 2014 (as amended) of Ireland and to adopt a new constitution in connection therewith. By Certificate of Incorporation on Conversion as a Designated Activity Company dated 7 September 2016 issued by the Registrar of Companies in accordance with Section 63(8) of the Companies Act 2014 (as amended) of Ireland, the Issuer was reregistered as "Avoca CLO XI Designated Activity Company". The registered office of the Issuer is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The telephone number of the registered office of the Issuer is +353 (0)1 614 6240 and the facsimile number is +353 (0)1 614 6250.

The authorised share capital of the Issuer is €100 divided into 100 ordinary shares of €1.00 each (the "**Shares**"). The Issuer has issued 100 Shares, all of which are fully paid up of which 50 Shares are held by the Investment Manager and the remaining 50 Shares are held by Fand Limited (the "**Share Trustee**") under the terms of a declaration of trust (the "**Declaration of Trust**") dated 9 April 2014 pursuant to which the Share Trustee holds the Shares on trust for charitable purposes until the Termination Date (as defined in the Declaration of Trust) and may not dispose of or otherwise deal with the Shares for so long as there are any Notes outstanding. The holders of the Shares, acting by ordinary resolution, will have the ability to elect directors of the Issuer and may be able to take certain other actions permitted by shareholders under the Constitution of the Issuer.

The holders of the Shares may cause the Issuer to be wound up. Any such winding-up could adversely affect the holders of the Notes. The Investment Manager has undertaken in a security deed (the "**Share Charge**") dated the Original Issue Date (and subsequently novated as at the 2017 Refinancing Date to The Bank of New York Mellon, London Branch as successor Trustee to Law Debenture Trust Company of New York), as owner of 50 Shares as at the date thereof, and for so long as the Notes remain Outstanding, *inter alia*:

(a) not to petition for the voluntary winding-up of the Issuer until such time as the Notes have been redeemed in full;

(b) not to amend the Constitution of the Issuer until such time as the Notes have been redeemed in full; and

(c) should, at any time when the Investment Manager, or any of its Affiliates, remains the legal or beneficial owner of any Shares, the Investment Manager or any Affiliate of the Investment Manager cease to act as the Investment Manager, the Investment Manager shall, if requested by the Trustee, procure the removal of the then current board of Directors of the Issuer and appoint to such board as Directors persons nominated by the Trustee.

As security for the foregoing undertakings, the Investment Manager has granted security to the Trustee for the benefit of the Secured Parties over the Shares.

It is not anticipated that any distribution will be made on the Shares whilst any Note is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee will have no beneficial interest in and will derive no benefit (other than its fees for acting as Share Trustee) from its holding of the Shares. The Share Trustee will apply any income derived from the Issuer solely for the above purposes.

As at the Original Issue Date, The Bank of New York Mellon SA/NV, Dublin Branch was appointed as the corporate administrator of the Issuer. Subsequently, on 30 June 2015, TMF Administration Services Limited (the "**Corporate Services Provider**"), an Irish company, replaced The Bank of New York Mellon SA/NV, Dublin

Branch as the corporate administrator for the Issuer. The office of the Corporate Services Provider serves as the general business office of the Issuer. Through the office and pursuant to the terms of a corporate services agreement entered into on 30 June 2015 (the "**Corporate Services Agreement**") between the Issuer and the Corporate Services Provider, the Corporate Services Provider performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Services Agreement. In consideration of the foregoing, the Corporate Services Provider receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Services Agreement provide that either party may terminate the Corporate Services Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Services Agreement which is either incapable of remedy or which is not cured within 90 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Services Agreement at any time by giving not less than 90 days' written notice to the other party.

The Corporate Services Provider's principal office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business

The principal objects of the Issuer are set forth in Article 3 of its Constitution and include, inter alia, the power to issue securities and to raise or borrow money, to grant security over its assets for such purposes, to lend with or without security and to enter into derivative transactions. Cash flow derived from the Collateral securing the Notes will be the Issuer's only source of funds to fund payments in respect of such Notes.

So long as any of the Notes remain Outstanding, the Issuer will be subject to the restrictions set out in the Conditions and in the Trust Deed. In particular, the Issuer has undertaken not to carry out any business other than the issue of the 2019 Refinancing Notes and acquiring, holding and disposing of the Portfolio in accordance with the Conditions and the Investment Management Agreement, entering into the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Placement Agency Agreement, the Euroclear Security Agreement, any Hedge Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, the Share Charge and the Corporate Services Agreement and exercising the rights and performing the obligations under each such agreement and all other transactions incidental thereto. The Issuer will not have any substantial liabilities other than in connection with the Notes and any secured obligations. The Issuer will not have any subsidiaries (although it may incorporate Blocker Subsidiaries following the 2019 Refinancing Date) and, save in respect of the fees and expenses generated in connection with the issue of the 2019 Refinancing Notes (referred to below), any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the proceeds of the Issuer's issued share capital, the Issuer will not accumulate any surpluses.

The Issuer has, and will have, no material assets other than the Portfolio held from time to time, the Balances standing to the credit of the Accounts and the benefit of the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Placement Agency Agreement, the Euroclear Security Agreement, any Hedge Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, and the Corporate Services Agreement entered into by or on behalf of the Issuer from time to time, such fees (as agreed) payable to it in connection with the issue of the 2019 Refinancing Notes, the sum of €100 representing the proceeds of its issued and paid up share capital and the remainder of the amounts standing to the credit of the Issuer Irish Account. The only assets of the Issuer available to meet claims of the holders of the Notes and the other Secured Parties are the assets comprised in the Collateral.

The Notes are obligations of the Issuer alone and are not the obligation of, or guaranteed in any way by, the Directors or the company secretary of the Issuer, the Trustee, the Agents, the Investment Manager, the Placement Agent, any Hedge Counterparty or any obligor under any part of the Portfolio.

Directors and Company Secretary

The Issuer's Constitution provides that the board of directors of the Issuer will consist of at least two directors.

The Directors of the Issuer as at the date of this Offering Circular are Owen Murphy and John Bob Craddock. The business address of the Directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The

Directors of the Issuer may engage in other activities and have other directorships. None of the Directors of the Issuer has any actual or potential conflict between their duties to the Issuer and their private interest or other duties.

The company secretary is TMF Administration Services Limited of 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business Activity

Other than the issuance of the Original Notes and the 2017 Refinancing Notes, and the refinancing of the Refinanced 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, registered office, share trustee and company secretary and matters related to its conversion to a designated activity company (including changes to its constitution and name), the acquisition of the Portfolio, the authorisation and issue of the 2019 Refinancing Notes and activities incidental to the exercise of its rights and compliance with its obligations under the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Placement Agency Agreement, the Euroclear Security Agreement, any Hedge Agreement, any Reporting Delegation Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, and the Corporate Services Agreement and the other documents and agreements entered into in connection with the issue of the 2019 Refinancing Notes and the purchase of the Portfolio.

Indebtedness

The Issuer has no indebtedness as at the date of this Offering Circular, other than that which the Issuer has incurred (including the indebtedness incurred in respect of the issuance of the Original Notes) or shall incur in relation to the transactions contemplated herein.

Subsidiaries

The Issuer has no subsidiaries (although it may incorporate Blocker Subsidiaries following the 2019 Refinancing Date).

Administrative Expenses of the Issuer

The Issuer is expected to incur certain Administrative Expenses (as defined in Condition 1 (*Definitions*) of the Terms and Conditions of the Notes).

Financial Statements

The Issuer has published financial statements in respect of the periods ending on 31 December 2017 and 31 December 2018. The Issuer will not prepare interim financial statements. The annual accounts of the Issuer are audited. The financial year of the Issuer ends on 31 December in each year. The Issuer's profit and loss account and balance sheet can be obtained free of charge from the registered office of the Issuer or via the websites referred to in "*General Information – Documents Incorporated by Reference*" below.

The auditors of the Issuer are Deloitte, Deloitte & Touche House, 29 Earlsfort Terrace, Dublin 2, Ireland, who are chartered accountants and are members of the Institute of Chartered Accountants and registered auditors qualified in practice in Ireland.

DESCRIPTION OF THE 2019 REFINANCING NOTES

The information set forth in this section should be read in conjunction with the sections entitled "*Definitions*" and "*Terms and Conditions of the Notes*" in the 2017 Prospectus.

Pursuant to the Original Trust Deed as amended and supplemented by a deed of novation and supplemental trust deed dated on or about the 2017 Refinancing Date (the "**2017 Supplemental Trust Deed**") and as further amended by a deed of amendment to be dated on or about the 2019 Refinancing Date (the "**2019 Deed of Amendment**") (the "**Trust Deed**"), the 2019 Refinancing Notes will be issued on the 2019 Refinancing Date and the 2019 Refinanced Notes will be redeemed at their Redemption Prices on the same date.

Purchasers of the 2019 Refinancing Notes will be deemed to have approved the modifications contained in the 2019 Deed of Amendment.

Except as expressly set forth herein, the Class A Notes and the Class B-1 Notes will be subject to the same terms and conditions as the 2017 Class A Notes and the 2017 Class B-1 Notes, respectively. Therefore, except as expressly set forth herein, the information regarding the 2017 Class A Notes and the 2017 Class B-1 Notes set forth in the 2017 Prospectus also applies to the Class A Notes and the Class B-1 Notes, respectively.

The revised terms and conditions of the Notes will be set forth in the 2019 Deed of Amendment. This Offering Circular, together with the 2017 Prospectus, summarises certain provisions of the Trust Deed and other transaction documents. The summaries do not purport to be complete and (whether or not so stated in this Offering Circular or the 2017 Prospectus) are subject to, are qualified in their entirety by reference to, and incorporate by reference, the provisions of the Transaction Documents (including definitions of terms).

Each reference to "**Trust Deed**" that appears in the Conditions is replaced by a reference to the Original Trust Deed, as amended and supplemented by the 2017 Supplemental Trust Deed and as further amended by the 2019 Deed of Amendment.

1. DEFINITIONS

The following new definitions are added to the Trust Deed (or the Conditions set out therein) in alphabetical order:

"**2017 Supplemental Trust Deed**" means the deed of novation and supplemental trust deed to the Original Trust Deed entered into on or about 26 May 2017 between, amongst others, the Issuer and the Trustee.

"**2019 Deed of Amendment**" means the deed of amendment entered into on or about the 2019 Refinancing Date between, amongst others, the Issuer and the Trustee, amending and/or supplementing (as applicable) the Original Investment Management Agreement, the Original Agency Agreement and the Original Trust Deed.

"**2019 Refinancing Date**" means 26 November 2019.

"**2019 Refinancing Notes**" means the Class A Notes and the Class B-1 Notes.

"**Arranger**" means Goldman Sachs International (or an Affiliate thereof).

"**Class A Initial Higher Margin**" has the meaning given thereto in Condition 6(e)(i)(D) (*Floating Rate of Interest*).

"**Class A Initial Lower Margin**" has the meaning given thereto in Condition 6(e)(i)(D) (*Floating Rate of Interest*).

"**Class A Initial Margin**" has the meaning given thereto in Condition 6(e)(i)(D) (*Floating Rate of Interest*).

"**Class A Subsequent Margin**" has the meaning given thereto in Condition 6(e)(i)(D) (*Floating Rate of Interest*).

"**Class B-1 Rate**" has the meaning given thereto in Condition 6(f) (*Interest on the Fixed Rate Notes*).

"**EU Retention and Transparency Requirements**" means Articles 6 and 7 of the Securitisation Regulation (as implemented by the Member States of the European Union), together with any other guidelines and technical standards published in relation thereto by the EBA or contained in any European Commission delegated regulation as may be effective from time to time, in each case together with any amendments to those provisions or any successor or replacement provisions included in any European Union directive or regulation.

"**Initial Accrual Period**" means:

(a) in respect of the 2019 Refinancing Notes, the period from, and including, the Payment Date immediately preceding the 2019 Refinancing Date to, but excluding, the Payment Date immediately following the 2019 Refinancing Date; and

(b) in respect of any Class of Notes that is subject to a Refinancing (other than the 2019 Refinancing Notes), either:

(i) if such Refinancing occurs on a Payment Date, the period from (and including) such Payment Date; or

(ii) if such Refinancing occurs on a date other than a Payment Date, the period from (and including) the Payment Date immediately preceding the date of such Refinancing,

in each case, to (but excluding) the Payment Date immediately following the date of such Refinancing.

"**Non-Refinanced Notes**" means the Class B-2 Notes, the Class B-3 Notes, the Class C-1 Notes, the Class C-2 Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the 2017 Refinancing Date and the Subordinated Notes issued on the Original Issue Date.

"**Original Investment Management Agreement**" means the agreement entered into between, amongst others, the Issuer and the Investment Manager dated on or about the Original Issue Date, as amended and restated on or around the 26 May 2017.

"**Original Risk Retention Letter**" means the letter entered into between the Issuer, the Retention Holder, the Trustee, the Collateral Administrator and Morgan Stanley & Co. International plc in its capacity as sole arranger dated on or around 26 May 2017.

Each reference to "Risk Retention Letter" that appears in the Conditions shall be deemed to be replaced by a reference to both the Original Risk Retention Letter and the Risk Retention Letter.

"**Original Trust Deed**" means the trust deed entered into between, amongst others, the Issuer and the Trustee dated on or about the Original Issue Date, as amended and supplemented pursuant to the 2017 Supplemental Trust Deed.

"**Placement Agency Agreement**" means the placement agency agreement entered into between the Issuer and the Placement Agent on or about the 2019 Refinancing Date.

"**Placement Agent**" means Goldman Sachs International.

"**Securitisation Regulation Reporting Effective Date**" means the effective implementation date of the final disclosure templates in respect of the EU Retention and Transparency Requirements.

"**Transparency Requirements**" means Article 7 of the Securitisation Regulation (as implemented by the Member States of the European Union), together with any other guidelines and technical standards published in relation thereto by the EBA or ESMA or contained in any European Commission delegated regulation as may be effective from time to time, in each case together with any amendments to those provisions or any successor or replacement provisions included in any European Union directive or regulation.

The following existing definitions shall be amended as follows (in alphabetical order):

The definition "**Issue Date**" shall be deleted in its entirety and replaced with the following:

""**2017 Refinancing Date**" means 26 May 2017 (or such other date as may shortly follow such date as may be agreed between the Issuer, the Initial Purchaser and the Retention Holder and is notified to the Noteholders in accordance with Condition 16 (*Notices*) and Euronext Dublin).",

and each reference to "Issue Date" that appears in the Conditions shall be deemed to be replaced by a reference to "2017 Refinancing Date".

The definition "**Refinancing Notes**" shall be deleted in its entirety and replaced with the following:

""**2017 Refinancing Notes**" means the Class X Notes, the 2017 Class A Notes, the 2017 Class B-1 Notes, the Class B-2 Notes, the Class B-3 Notes, the Class C-1 Notes, the Class C-2 Notes, the Class D Notes, the Class E Notes and the Class F Notes.",

and each reference to "Refinancing Notes" that appears in the Conditions shall be deemed to be replaced by a reference to "2017 Refinancing Notes".

The definition "**Accrual Period**" shall be deleted in its entirety and replaced with the following:

""**Accrual Period**" means:

(a) in respect of each Class of Notes (other than the 2019 Refinancing Notes and any Class that is subject to a Refinancing), the period from, and including, the Original Issue Date to, but excluding the first Payment Date; and

(b) in respect of the 2019 Refinancing Notes and any Class that is subject to a Refinancing, the applicable Initial Accrual Period,

and thereafter for each Class of Notes, each successive period from and including each Payment Date to, but excluding, the following Payment Date; *provided* that for the purposes of calculating the interest payable in accordance with Condition 6(f) (*Interest on the Fixed Rate Notes*) the Payment Date shall not be adjusted if the relevant Payment Date would have fallen on a day other than a Business Day but for the proviso in the definition of Payment Date."

The definition "**Administrative Expenses**" shall be deleted in its entirety and replaced with the following:

""**Administrative Expenses**" means amounts due and payable by the Issuer in the following order of priority (in each case, other than where expressly set out below, including any reverse charge VAT thereon (and to the extent that such amounts relate to reimbursement or indemnification for 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 and, in the case of the Information Agent and Collateral Administrator, the Investment Management Agreement (other than, in each case, by way of indemnity), and (ii) the Corporate Services Provider pursuant to the Corporate Services Agreement;

(b) to each Reporting Delegate (other than by way of indemnity) pursuant to any Reporting Delegation Agreement;

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

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

(ii) to the independent certified public accountants, auditors, agents and counsel of the Issuer;

(iii) to the Investment Manager pursuant to the Investment Management Agreement (including indemnities provided for therein), but excluding any Investment Management Fees, the repayment of any Investment Manager Advances and any interest accrued thereon or any VAT payable thereon;

(iv) to any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes) or any statutory indemnity;

(v) to Euronext Dublin, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;

(vi) on a pro rata basis to any other Person in respect of any other fees or expenses contemplated in the Conditions of the Notes (for the avoidance of doubt, other than the repayment of any Investment Manager Advances and any interest accrued thereon) and in the Transaction Documents or any other documents delivered pursuant to or in connection with the issue and sale of the Notes, 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 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;

(viii) 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);

(ix) to the Agents pursuant to the Agency Agreement and, in the case of the Information Agent and Collateral Administrator, the Investment Management Agreement, in each case, by way of indemnity;

(x) to each Reporting Delegate pursuant to any Reporting Delegation Agreement, by way of indemnity;

(xi) on a *pro rata* and *pari passu* basis to (i) the Placement Agent pursuant to the Placement Agency Agreement in respect of any indemnity payable to it thereunder and (ii) to the Initial Purchaser pursuant to the Subscription Agreement in respect of any indemnity payable to it thereunder; and

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

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

(i) on a pro rata basis to any other Person (including the Investment Manager) in connection with satisfying the requirements of Rule 17g-5, EMIR, CRA3, the AIFMD or the Dodd-Frank Act;

(ii) on a pro rata basis to any other Person (including the Investment Manager) in connection with satisfying the EU Retention Requirements or the requirements of the UCITS Directive including any costs or fees related to additional due diligence or reporting requirements;

(iii) FATCA Compliance Costs;

(iv) CRS Compliance Costs;

(v) reasonable fees, costs and expenses of the Issuer and Investment Manager including reasonable attorneys' fees of compliance by the Issuer and the Investment Manager with the United States Commodity Exchange Act of 1936, as amended (including rules and regulations promulgated thereunder);

(e) any Refinancing Costs (to the extent not already paid pursuant to paragraph (a) above);

(f) to any other Person in respect of any fees or expenses relating to any Blocker Subsidiary;

(g) on a pro rata basis to the payment of any indemnities (to the extent not already covered in paragraphs (a) to (f) above) payable to any Person as contemplated in these Conditions or the Transaction Documents; and

(h) on a pro rata basis to the payment of all other costs, expenses and fees reasonably incurred by the Issuer (to the extent not already covered in paragraphs (a) to (g) above),

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

The definition "**EU Retention Requirements**" shall be deleted in its entirety and replaced with the following:

""**EU Retention Requirements**" means Article 6 of the Securitisation Regulation (as implemented by the Member States of the European Union), together with any other guidelines and technical standards published in relation thereto by the EBA or contained in any European Commission delegated regulation as may be effective from time to time, in each case together with any amendments to those provisions or any successor or replacement provisions included in any European Union directive or regulation."

The definition "**Irish Stock Exchange**" shall be deleted in its entirety and replaced with the following:

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

and each reference to "Irish Stock Exchange" that appears in the Conditions shall be deemed to be replaced by a reference to "Euronext Dublin".

The definition "**Main Securities Market**" shall be deleted in its entirety and replaced with the following:

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

each reference to "Main Securities Market" and “regulated market of the Irish Stock Exchange” that appears in the Conditions shall be deemed to be replaced by a reference to "Global Exchange Market" (as the context requires).

The definition "**Investment Management Agreement**" shall be deleted in its entirety and replaced with the following:

""**Investment Management Agreement**" means the investment management agreement dated on or about the Original Issue Date and entered into between the Issuer, the Investment Manager, the Trustee, the Custodian and the Collateral Administrator, as amended and restated on or about the 2017 Refinancing Date and as further amended pursuant to the 2019 Deed of Amendment."

The definition "**Monthly Report**" shall be deleted in its entirety and replaced with the following:

""**Monthly Report**" means the monthly report defined as such in the Investment Management Agreement which is prepared by the Collateral Administrator (in consultation with the Investment Manager) on behalf of and at the expense of the Issuer on such dates as are set forth in, and in accordance with, the Investment Management Agreement, is made available via a secured website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Placement Agent, the Hedge Counterparties and the Investment Manager, and as further notified by the Issuer to each Rating Agency and the Noteholders from time to time) to any person who certifies to the Collateral Administrator (such certification to be provided in accordance with the terms and conditions set out in the Investment Management Agreement or in such other form as may be agreed between the Issuer, the Investment Manager 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 absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Trustee, (iii) the Placement Agent, (iv) a Hedge Counterparty, (v) the Investment Manager, (vi) a Rating Agency, (vii) a Noteholder, (viii) a competent authority, (ix) a potential investor in the Notes, (x) Intex Solutions, Inc., or (xi) Bloomberg LP. Such monthly report shall include information regarding the status of certain of the Collateral pursuant to the Investment Management Agreement."

The definition "**Payment Date Report**" shall be deleted in its entirety and replaced with the following:

""**Payment Date Report**" means the report defined as such in the Investment Management Agreement which is prepared by the Collateral Administrator (in consultation with the Investment Manager) on behalf of and at the expense of the Issuer in accordance with the Investment Management Agreement and made available via a secured website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Placement Agent, the Hedge Counterparties and the Investment Manager, and as further notified by the Issuer to each Rating Agency and the Noteholders from time to time) to any person who certifies to the Collateral Administrator (such certification to be provided in accordance with the terms and conditions set out in the Investment Management Agreement or in such other form as may be agreed between the Issuer, the Investment Manager 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 absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Trustee, (iii) the Placement Agent, (iv) a Hedge Counterparty, (v) the Investment Manager, (vi) a Rating Agency, (vii) a Noteholder, (viii) a competent authority (ix) a potential investor in the Notes, (x) Intex Solutions, Inc., or (xi) Bloomberg LP. Such Payment Date Report shall be accessible not later than the Business Day preceding the related Payment Date."

The definition "**Risk Retention Letter**" shall be deleted in its entirety and replaced with the following:

""**Risk Retention Letter**" means the letter entered into between the Issuer, the Retention Holder, the Trustee, the Collateral Administrator and Goldman Sachs International in its capacity as arranger and placement agent to be dated on or around 26 November 2019."

The definition "**Securitisation Regulation**" shall be deleted in its entirety and replaced with the following:

""**Securitisation Regulation**" means Regulation (EU) 2017/2401 amending the CRR and Regulation (EU) 2017/2402 relating to a European framework for simple, transparent and standardised securitisation including any implementing regulation, technical standards and official guidance related thereto, in each case, as amended, varied or substituted from time to time."

The definition "**Transaction Documents**" shall be deleted in its entirety and replaced with the following:

""**Transaction Documents**" means the Trust Deed (including these Conditions), the Agency Agreement, the Placement Agency Agreement, the Subscription Agreement, the Original Subscription Agreement, the Euroclear Security Agreement, the Investment Management Agreement, any Hedge Agreements, the Risk Retention Letter, any Reporting Delegation Agreement, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Share Charge, the 2019 Deed of Amendment and any document supplemental thereto or issued or novated in connection therewith."

The definition "**Trust Deed**" shall be deleted in its entirety and replaced with the following:

""**Trust Deed**" means the trust deed dated on or around the Original Issue Date between (among others) the Issuer and the Trustee, as supplemented pursuant to the 2017 Supplemental Trust Deed and as further amended pursuant to 2019 Deed of Amendment."

The following terms shall be deleted from the Conditions in their entirety:

The definition of "**AIFMD Retention Requirements**" is deleted in its entirety.

The definition of "**CRR Retention Requirements**" is deleted in its entirety.

The definition of "**Solvency II Level 2 Regulation**" is deleted in its entirety.

The definition of "**Solvency II Retention Requirements**" is deleted in its entirety.

2. CONDITIONS

The following Conditions are amended as follows:

(a) A new Condition 2(l) (*Consent to Modifications*) is inserted as follows:

"(l) *Consent to Modifications*

The Noteholders of the Class A Notes and the Class B-1 Notes issued pursuant to the Refinancing on the 2019 Refinancing Date were deemed to have consented by Ordinary Resolution to the amendments to the Transaction Documents as contemplated in the 2019 Deed of Amendment by their subscription for such 2019 Refinancing Notes on such date."

(b) Condition 4(e) (*Information Regarding the Collateral*) is deleted in its entirety and replaced with the following:

"The Issuer shall procure that a copy of each Monthly Report and any Payment Date Report is made available upon publication, to each Noteholder of each Class, to the Trustee, the Investment Manager, each Hedge Counterparty and each Rating Agency via the Collateral Administrator's website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified in writing by the Collateral Administrator to the Trustee, the Issuer, the Investment Manager, the Arranger, the Placement Agent, the Hedge

Counterparties, and as further notified by the Issuer to the Rating Agencies and any Noteholders from time to time). It is not intended that such Reports will be made available in any other format, save in limited circumstances with the Collateral Administrator's agreement. The Collateral Administrator's website does not form part of the information provided for the purposes of the 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.

The Issuer hereby agrees to be designated as the entity required to fulfil the reporting requirements of the Transparency Requirements. The Issuer will assume all costs of complying with the reporting requirements under the Transparency Requirements (including the properly incurred costs and expenses (including legal fees) of all parties incurred amending the Transaction Documents for this purpose) and, if applicable, shall reimburse each of the Investment Manager and/or the Collateral Administrator for any such costs incurred by the Investment Manager or the Collateral Administrator in connection with their assisting the Issuer with the preparation and/or filing of such information and Reports required pursuant to the provisions of the Securitisation Regulation (to the extent agreed by the Collateral Administrator), such costs to be paid as Administrative Expenses."

For the avoidance of doubt, to the extent the Collateral Administrator has agreed to provide such information and reporting on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible for fulfilling the reporting obligations under the EU Retention and Transparency Requirements. In providing such information and reporting, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (including for their use and/or onward disclosure of such information or documentation) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.";

(c) Condition 6(a)(i) (*Rated Notes*) is deleted in its entirety and replaced with the following:

"(i) *Rated Notes*

(x) The Class A Notes and the Class B-1 Notes each bear interest from (and including) the Payment Date immediately preceding the 2019 Refinancing Date, and (y) the Class B-2 Notes, the Class B-3 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 2017 Refinancing Date, and, in each case, such interest will be payable:

(A) in the case of interest accrued during the Initial Accrual Period, on the Payment Date immediately following the 2019 Refinancing Date; and

(B) thereafter:

(1) following the occurrence of a Frequency Switch Event, semi-annually; and

(2) at all other times, quarterly,

in each case, in arrear on each Payment Date.";

(d) Condition 6(e)(i)(A) (*Floating Rate of Interest*) is deleted in its entirety and replaced with the following:

"(A) On each Interest Determination Date:

(1) in the case of an Initial Accrual Period the Calculation Agent will determine the offered rate (x) for which the Interest Determination Date occurs prior to the occurrence of a Frequency Switch Event, (1) three month Euro deposits and (2) six month Euro deposits and (y) for which the Interest Determination Date occurs following the occurrence of a Frequency Switch Event, six month Euro deposits;

(2) in the case of each Interest Determination Date and prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine (i) the offered rate for six month Euro deposits; and (ii) the offered rate for three month Euro deposits; and

(3) in the case of each Interest Determination Date following the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for six month Euro deposits or, in the case of the Interest Determination Date in respect of the Accrual Period prior to the Maturity Date, if the Payment Date immediately prior to the Maturity Date falls in April 2030, the offered rate for three month Euro deposits,

the applicable offered rate, the "**Designated Maturity**" and in each case, as at 11.00 am (Brussels time) on the Interest Determination Date in question. 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-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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) and the relevant EURIBOR rate referred to in (i) paragraph (A)(1) above in respect of the Initial Accrual Period; (ii) paragraph (A)(2)(i) or (A)(3) above (as applicable) in respect of any six month Accrual Period; and (iii) paragraph (A)(2)(ii) above in respect of each three month Accrual Period, which so appears, all as determined by the Calculation Agent.;

(e) Condition 6(e)(i)(D) (*Floating Rate of Interest*) is deleted in its entirety and replaced with the following:

"Where:

"**Applicable Margin**" means:

(1) in the case of the Class A Notes:

(I) in respect of the Initial Accrual Period, (x) for the period from (and including) the immediately preceding Payment Date to (but excluding) the 2019 Refinancing Date, 0.89 per cent. per annum (the "**Class A Initial Higher Margin**") and (y) for the period from (and including) the 2019 Refinancing Date to (but excluding) the immediately following Payment Date, 0.69 per cent. per annum (the "**Class A Initial Lower Margin**" and, together with the Class A Initial Higher Margin, the "**Class A Initial Margin**"); and

(II) thereafter, 0.69 per cent. per annum (the "**Class A Subsequent Margin**" and, together with the Class A Initial Margin, the "**Class A Margin**");

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

(3) in the case of the Class B-3 Notes: 1.75 per cent. per annum during the Non-Call Period and 1.55 per cent. per annum following the expiry of the Non-Call Period;

(4) in the case of the Class C-1 Notes: 2.15 per cent. per annum;

(5) in the case of the Class C-2 Notes: 2.35 per cent. per annum during the Non-Call Period and 2.15 per cent. per annum following the expiry of the Non-Call Period;

(6) in the case of the Class D Notes: 3.05 per cent. per annum;

(7) in the case of the Class E Notes: 5.00 per cent. per annum; and

(8) in the case of the Class F Notes: 6.40 per cent. per annum.";

Notwithstanding paragraphs (A), (B) and (C) above, if in relation to any Interest Determination Date, EURIBOR in respect of any Floating Rate Notes (other than the Class B-3 Notes and the Class C-2 Notes during the Non-Call Period) 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 floating rate of interest pursuant to this Condition 6(e)(i) (*Floating Rate of Interest*).

(f) Condition 6(f) (*Interest on the Fixed Rate Notes*) is deleted in its entirety and replaced with the following:

"The Class B-1 Notes shall bear interest at the rate of (i) in respect of the Initial Accrual Period, (x) for the period from (and including) the immediately preceding Payment Date to (but excluding) the 2019 Refinancing Date, 2.25 per cent. per annum and (y) for the period from (and including) the 2019 Refinancing Date to (but excluding) the immediately following Payment Date, 1.95 per cent. per annum and (ii) thereafter, 1.95 per cent. per annum (the "**Class B-1 Rate**"). The amount of interest (the "Interest Amount") payable in respect of each Minimum Denomination or Authorised Integral Amount applicable to any such Notes shall be calculated by the Collateral Administrator by applying the Class B-1 Rate to an amount equal to the Principal Amount Outstanding in respect of such Minimum Denomination or Authorised Integral Amount, as applicable, multiplying the product by the actual number of days in the Accrual Period concerned (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each) divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards)."

(g) Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*) is deleted in its entirety and replaced with the following:

"Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer at the applicable Redemption Prices, from Sale Proceeds or any Refinancing Proceeds (or a combination thereof):

(A) on any Business Day falling on or after expiry of (i) in respect of such an Optional Redemption solely from Sale Proceeds, the Non-Call Period and (ii) in respect of such an Optional Redemption all or any part of which is funded from Refinancing Proceeds, a period of 12 months following the 2019 Refinancing Date, either (i) at the direction of the Subordinated Noteholders acting by Extraordinary Resolution or (ii) at the direction in writing of the Retention Holder, in each case, as evidenced by duly

completed Redemption Notices, and in either case, subject to the prior written consent of the Investment Manager acting in its sole discretion; or

(B) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of (x) the Subordinated Noteholders acting by Extraordinary Resolution or (y) the Retention Holder, in each case, as evidenced by duly completed Redemption Notices."; and

(h) Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*) is deleted in its entirety and replaced with the following:

"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 (other than the 2019 Refinancing Notes) may be redeemed by the Issuer at the applicable Redemption Prices 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 the Subordinated Noteholders acting by Ordinary Resolution, as evidenced by duly completed Redemption Notices, or at the written direction of the Investment Manager or the Retention Holder, in each case subject to the prior written consent of the Investment Manager acting in its sole discretion. No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed represents the entire Class of such Rated Notes (or, in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes).".

THE RETENTION HOLDER AND EU RETENTION AND TRANSPARENCY REQUIREMENTS

The following description consists of a summary of certain provisions of the Risk Retention Letter which does not purport to be complete and is qualified by reference to the detailed provisions of the Risk Retention Letter.

Description of the Retention Holder

The Investment Manager shall act as Retention Holder for the purposes of the EU Retention Requirements. The Investment Manager believes that, on the basis of its current regulatory permissions, as of the date of this Offering Circular, it would fall within the definition of "sponsor" for the purposes of the Securitisation Regulation as of the date of this Offering Circular.

The Retention

On the 2019 Refinancing Date, the Retention Holder, acting for its own account, will sign the Risk Retention Letter addressed to the Issuer, the Trustee, the Collateral Administrator and Goldman Sachs International in its capacity as Placement Agent and Arranger.

The Issuer, Collateral Administrator, the Trustee (for the benefit of the Noteholders) and Goldman Sachs International in its capacity as Arranger and Placement Agent are parties to the Risk Retention Letter solely for the purposes of obtaining the benefit of the representations, warranties and covenants contained therein and under no circumstances shall any of them be deemed to have undertaken any obligations thereunder or by virtue of their entry into the Risk Retention Letter save as provided therein.

Under the Risk Retention Letter, the Retention Holder will, for so long as any Class of Rated Notes remains Outstanding:

(a) undertake to continue to hold and retain, on an on-going basis for so long as a Class of Rated Notes remains Outstanding, Subordinated Notes with a Principal Amount Outstanding (such Principal Amount Outstanding calculated as of the Original Issue Date) equal to an amount not less than five per cent. of the Aggregate Collateral Balance in accordance with Article 6(3)(d) of the Securitisation Regulation as in effect on the 2019 Refinancing Date (the "**Retention**") subject to the proviso below;

(b) agree that it and its Affiliates will not sell, hedge or otherwise mitigate the Retention Holder's credit risk under or associated with the Retention or the underlying portfolio of Collateral Debt Obligations, except to the extent not restricted by the EU Retention Requirements, and subject to the proviso below;

(c) subject to any overriding legal or regulatory requirements or constraints (including those relating to confidentiality), agree to take such further 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 2019 Refinancing Date and (ii) solely as regards the provision of information in the possession of the Retention Holder, any time prior to maturity of the Rated Notes (in each case at the cost and expense of the party seeking such information);

(d) agree to confirm its continued compliance with the covenants set out at paragraphs (a) and (b) above (i) promptly upon a reasonable request made in writing by any of the Issuer, the Trustee, the Collateral Administrator and (ii) in any event on a monthly basis to the Issuer, the Trustee, the Arranger and the Collateral Administrator in each case in writing (which may be by way of email);

(e) represent and warrant that it is a "sponsor" for the purposes of the EU Retention Requirements;

(f) agree that it shall immediately notify the Issuer, the Trustee, the Collateral Administrator, the Placement Agent and the Arranger if for any reason: (i) it ceases to hold the Retention in accordance with paragraph (a) above; (ii) it fails to comply with any one or more of the covenants set out in paragraphs (b) and (c) above; or (iii) the representation set out in paragraph (e) above fails to be true on any date; and

(g) undertake and agree that it, in accordance with and to the extent required by Article 9(1) of the Securitisation Regulation, shall act in accordance with its Standard of Care to ensure that (a) it applies to exposures to be securitised the same sound and well-defined criteria for credit-granting which it applies to non-securitised exposures; (b) to that end, it applies the same clearly established processes for approving and, where relevant, amending, renewing and refinancing credits; and (c) it has 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 its obligations under the related credit agreement,

provided however, the Retention Holder may transfer the Retention to the extent such transfer is permitted or required in accordance with the EU Retention Requirements and provided that such transfer would not in and of itself cause the transaction described in this Offering Circular to cease to be compliant with the EU Retention Requirements, in which case the Retention Holder's obligations under paragraphs (a)-(f) above shall cease upon such transfer becoming effective.

Retention Holder Veto

Provided that no Retention Event has occurred and is continuing, no modification or any Resolution to approve the modification of the Eligibility Criteria, the Portfolio Profile Tests, the Collateral Quality Tests, the Reinvestment Criteria, or any material changes to them (save for those that are made to ensure compliance with the EU Retention Requirements) will be effective without the consent in writing of the Retention Holder. For the avoidance of doubt, if a Retention Event has occurred and is continuing, the Retention Holder shall have no veto rights; however, this shall not affect the rights of the Retention Holder to exercise its rights as a Noteholder.

Each prospective investor in the 2019 Refinancing 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 (including the Reports) are sufficient to comply with the EU Retention and Transparency Requirements. None of the Issuer, the Arranger, the Placement Agent, the Trustee, the Agents, the Investment Manager, the Retention Holder, their respective Affiliates, corporate officers or professional advisors or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the EU Retention and Transparency Requirements or any other applicable legal, regulatory or other requirements other than, in the case of the Retention Holder, where such failure results from a breach of the Risk Retention Letter by the Retention Holder. Each prospective investor in the 2019 Refinancing Notes which is subject to the EU Retention and Transparency Requirements should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain. See "*Risk Factors – Risk Retention in Europe*" section of this Offering Circular.

The Retention Holder may, to the extent permitted under the EU Retention and Transparency Requirements but will not have any obligation to, change the quantum, method or nature of its holding of the EU Retention Notes as a result of any changes to the EU Retention and Transparency Requirements following the 2019 Refinancing Date or any other changes to regulations or the interpretation thereof.

Securitisation Regulation

Transparency Requirements

In accordance with Article 7(2) of the Securitisation Regulation, each of the originator, the sponsor and the Issuer are required to designate amongst themselves one entity to fulfil the reporting obligations pursuant to the Transparency Requirements. The Issuer has agreed to be the designated entity.

The Investment Manager has, in accordance with the Investment Management Agreement, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject,

agreed to co-operate with and to provide to the Issuer and the Collateral Administrator (to the extent that the Collateral Administrator has agreed to assist the Issuer with the Article 7 Reports) or such other agent as may be appointed by the Issuer for such purpose from time to time, any reports, data and other information relating to the Portfolio and, to the extent necessary, the business and/or operations of the Investment Manager that the Issuer or the Collateral Administrator or such other agent may reasonably require in connection with the preparation of the Article 7 Reports, in each case, that are required in connection with the proper performance by the Issuer, as the designated reporting entity, of its obligations pursuant to the Transparency Requirements (see "*Description of the Reports*"). Following the adoption of the final disclosure templates in respect of the Transparency Requirements, the Issuer and the Investment Manager shall propose to the Collateral Administrator in writing the form, content, method of distribution and timing of such reports and information. The Collateral Administrator shall consult with the Issuer and the Investment Manager and if it agrees (in its sole and absolute discretion) to provide such reporting on such proposed terms shall confirm so in writing to the Issuer and the Investment Manager. To the extent agreed by the Collateral Administrator, it shall make such information available via a website which shall be accessible to the competent authorities, any Noteholder and, upon request, any potential investor in the Notes. If the Collateral Administrator does not agree to provide such reporting, the Issuer shall (with the consent of the Investment Manager at the cost and expense of the Issuer, subject to and in accordance with the Priorities of Payments) appoint another entity to make such information available to the competent authorities, any Noteholder and, upon request, any potential investor in the Notes.

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

The Investment Manager as sponsor shall also comply with its obligation to provide a notification of the securitisation transaction to the Central Bank within 15 working days of the first issue of securities pursuant to the Irish Securitisation Regulations.

THE INVESTMENT MANAGER

The information appearing in this section has been prepared by the Investment Manager 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 Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information provided by the Investment Manager, no facts have been omitted which would render the reproduced information inaccurate or misleading. None of the Placement Agent or any other party other than the Investment Manager assumes any responsibility for the accuracy, completeness or applicability of such information.

Investment Manager

KKR Credit Advisors (Ireland) Unlimited Company ("**KKR Credit Ireland**") was formed in 2002 as an Irish resident company by professionals with extensive experience in both leveraged finance and CLO management. KKR Credit Ireland was formed to take advantage of the growing demand for independent credit managers in European debt markets. KKR Credit Ireland currently manages a broad range of European credit funds and vehicles including structured credit vehicles and CLOs on behalf of investors.

KKR Credit Ireland's first CLO transaction, the €304 million Avoca CLO I, closed in December 2003 and was subsequently called in December 2006. It was followed in November 2004 by the €368 million Avoca CLO II, in August 2005 by the €408 million Avoca CLO III, in January 2006 by the €458 million Avoca CLO IV, in June 2006 by the €506 million Avoca CLO V, in November 2006 by the €508 million Avoca CLO VI, in April 2007 by the €711 million Avoca CLO VII, in July 2007 by the €342 million Avoca Credit Opportunities Fund, in August 2007 by the €508 million Avoca CLO VIII, in June 2008 by the €300 million Avoca CLO IX, in November 2013 by the €310.75 million Avoca Capital CLO X, in June 2014 by the €518.5 million Avoca CLO XI, in September 2014 by the €415 million Avoca CLO XII, in December 2014 by the €414 million Avoca CLO XIII, in June 2015 by the €516.1 million Avoca CLO XIV, in November 2015 by the €516.8 million Avoca CLO XV, in June 2016 by the €462.8 million Avoca CLO XVI, in December 2016 by the €465.5 million Avoca CLO XVII, in May 2018 by the €509.15 million Avoca CLO XVIII, in November 2018 by the €409.5 million Avoca CLO XIX and in May 2019 by the €456.3 million Avoca CLO XX. KKR Credit Ireland also acquired the investment management contracts to two other CLOs, Lombard Street CLO I plc in 2009 and ACA Euro CLO 2007-I plc in 2010.

Beginning in 2009, KKR Credit Ireland has also established a number of commingled and bespoke funds and managed accounts focussed on the European debt markets. As of 30 September 2019, total funds under management by KKR Credit Ireland were approximately €9.8 billion.

The general strategy of KKR Credit Ireland's vehicles is to seek to deliver enhanced returns through relative value selection, lower defaults and higher recoveries. This is achieved through fundamental credit analysis, a focus on capital preservation with strong fundamental credit work overlaid with a willingness to trade out of names where the risk reward position has changed adversely and a low to medium diversification and high conviction approach to portfolio construction. KKR Credit Ireland's investment philosophy is focused on intensive credit analysis and continuous risk management. Members of the KKR Credit Ireland team have been investing across the capital structure in European levered buyouts since 1997.

KKR Credit Ireland's principal place of business and its registered office is 75 St Stephen's Green, Dublin 2, Ireland. KKR Credit Ireland is regulated by the Central Bank of Ireland and authorised under the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) to provide investment advice and portfolio management services. Such authorisation and investment management expertise does not, however, provide any assurance as to the future performance of KKR Credit Ireland under the Investment Management Agreement.

KKR Credit Advisors (US) LLC ("**KKR Credit US**") is registered as an investment adviser with the U.S. Securities and Exchange Commission ("**SEC**"). KKR Credit Ireland is a relying adviser of KKR Credit US. KKR Credit Ireland conducts its operations in accordance with the policies and procedures of KKR Credit US, as applicable, and its employees are subject to KKR Credit US's supervision and control for regulatory purposes. Additional information about KKR Credit US and KKR Credit Ireland is available in Part 2A of KKR Credit US's Form ADV. A copy of KKR Credit US's most recent Form ADV is available on the SEC's Investment Adviser Public Disclosure (IAPD) website at www.adviserinfo.sec.gov.

KKR, which was founded in 1976 and is led by Henry Kravis and George Roberts, is a leading global investment firm with $208 billion in assets under management as of 30 September 2019. With offices around the world, KKR manages assets through a variety of investment funds and accounts covering multiple asset classes. KKR is publicly traded on the New York Stock Exchange.

KKR Credit Ireland and its personnel, including those who will be primarily responsible for managing the Portfolio under the Investment Management Agreement as set forth below, will not provide services to the Issuer on an exclusive basis which may give rise to potential or actual conflicts of interest involving the Issuer. See "*Risk Factors – Certain conflicts of interest – The Investment Manager*" above.

Personnel

Set forth below is information regarding the background of certain employees of KKR Credit Ireland, including those who will be primarily responsible for managing the Portfolio under the Investment Management Agreement. Such employees may not necessarily continue to serve in such role for the entire term of the Investment Management Agreement, and KKR Credit Ireland may employ additional personnel to perform services in relation to the Portfolio. As at 30 September 2019, KKR Credit Ireland had a team of approximately 60 employees, including more than 20 investment professionals with prior experience in fields such as investment banking, asset management and accounting.

Ali Allahbachani, Managing Director, B.A. (Accounting & Finance), ACA

Ali Allahbachani (Dublin) joined KKR in 2014 and is a Managing Director of KKR. Mr. Allahbachani is a portfolio manager for our European leveraged credit funds and portfolios and member of the European Leveraged Credit Investment Committee. He was previously based in San Francisco where he spent 2 years as the portfolio manager for KKR Credit's US CLO platform. Prior to the KKR acquisition in 2014, he worked in a number of roles at Avoca Capital including portfolio management, trading, risk and credit management. Before joining Avoca in 2005, he was an Associate Director with Allied Irish Banks in London, where he was part of the bank's European leveraged finance team. He qualified as a Chartered Accountant with KPMG. He holds a B.A. in Accounting and Finance from Dublin City University and is also an associate member of the Association of Corporate Treasurers.

Clayton Perry, Managing Director and Head of Strategic Development of KKR's CLO Business, B.A., M.Sc (Economics)

Clayton Perry (San Francisco) joined KKR in 2014 and is a Managing Director of KKR. Mr. Perry is responsible for the strategic development of KKR's collateralised loan obligation business. Prior to joining KKR, Mr. Perry was Head of Business Development at Avoca Capital. Before joining Avoca in 2010, he worked for Credit Suisse for sixteen years in a variety of roles, most recently running the collateralised loan obligation arranging business. Mr. Perry has a B.A. from Otago University and an M.Sc from the London School of Economics.

Eddie O'Neill, Managing Director, B.A. (Economics & Politics), MBS (International Business)

Eddie O'Neill (Dublin) joined KKR in 2014 and is a Managing Director of KKR. Mr. O'Neill is a portfolio manager for our European leveraged credit funds and portfolios and member of the European Leveraged Credit Investment Committee and US CLO Investment Committee. Prior to joining KKR, Mr. O'Neill was a senior portfolio manager at Avoca Capital. Before joining Avoca in 2002, Mr. O'Neill was an associate director at Allied Irish Banks Acquisition Finance, in which he was involved in structuring and arranging senior and mezzanine debt for leveraged finance transactions. He was also responsible for the overall management of Allied Irish Bank's leveraged loan portfolio, and he developed the secondary trading platform for leveraged loans within the bank. He has a B.A. in Economics and Politics from Trinity College and an M.B.S from University College Dublin.

THE PORTFOLIO

Prospective investors should carefully consider the following information which should be read in conjunction with the section entitled the "The Portfolio" in the 2017 Prospectus and matters set forth elsewhere in this Offering Circular and the 2017 Prospectus, prior to investing in the 2019 Refinancing Notes. To the extent any statement in this "The Portfolio" section conflicts with any statement in the "The Portfolio" section of the 2017 Prospectus, the statements herein shall supersede any such statements in the 2017 Prospectus.

The Placement Agent and the Arranger (i) did not participate in the preparation of the 2017 Prospectus, any Monthly Report or any Payment Date Report, (ii) has not made a due diligence inquiry as to the accuracy or completeness of the information contained in the 2017 Prospectus, (iii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the 2017 Prospectus, the Monthly Reports and the Payment Date Reports and (iv) shall have no responsibility whatsoever for the contents of the 2017 Prospectus, any Monthly Report or any Payment Date Report.

Collateral Debt Obligations

The most recent Monthly Report (as defined in the 2017 Prospectus) prior to the 2019 Refinancing Date with respect to the Collateral Debt Obligations is attached as Annex B. Such information has not been audited or otherwise reviewed by any accounting firm. Such information is limited and does not provide a full description of all Collateral Debt Obligations previously held or sold by the Issuer, nor the gains or losses associated with purchases or sales of Collateral Debt Obligations, nor the levels of compliance with the Coverage Tests and Collateral Quality Tests during periods prior to the periods covered by such report. Such report contains information as of the dates specified therein and none of the reports are calculated as of the date of this Offering Circular. As such, the information in the report may no longer reflect the characteristics of the Collateral Debt Obligations as of the date of this Offering Circular or on or after the 2019 Refinancing Date.

The composition of the Portfolio will change over time as a result of (i) scheduled and unscheduled principal payments on the Collateral Debt Obligations, (ii) sales of Collateral Debt Obligations and reinvestment of Sale Proceeds and other Principal Proceeds and (iii) other factors, subject to the limitations described under "*The Portfolio*" in the 2017 Prospectus.

The Original Investment Management Agreement shall be amended by the 2019 Deed of Amendment to be dated the 2019 Refinancing Date (the "**Investment Management Agreement**"), in order to give effect to the matters set out in this section of the Offering Circular. Purchasers of the 2019 Refinancing Notes will be deemed to have approved the modifications contained in the Investment Management Agreement.

Moody's Test Matrix

Subject to the provisions provided below, the Investment Manager has elected which of the cases set forth in the matrix to be set out in the Investment Management Agreement (the "**Moody's Test Matrix**") shall be applicable for purposes of the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Diversity Test, the Minimum Weighted Average Spread Test. For any given case:

(a) the applicable column for performing the Moody's Minimum Diversity Test will be the column (or linear interpolation between two adjacent columns, as applicable) in which the elected case is set out;

(b) the applicable row and column for performing the Moody's Maximum Weighted Average Rating Factor Test will be the row and column (or linear interpolation between two adjacent rows or two adjacent columns (as applicable)) in which the elected case is set out; and

(c) the applicable row for performing the Minimum Weighted Average Spread Test will be the row (or linear interpolation between two adjacent rows, as applicable) in which the elected test is set out.

On the 2019 Refinancing Date, the Investment Manager was required to elect which case shall apply initially. Thereafter, on two Business Days' notice to the Issuer, the Trustee, the Collateral Administrator and Moody's, the

Investment Manager may elect to have a different case apply, provided that the Moody's Minimum Diversity Test, the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test applicable to the case to which the Investment Manager desires to change are satisfied or, in the case of any tests that are not satisfied, are closer to being satisfied. In no event will the Investment Manager be obliged to elect to have a different case apply. The Moody's Test Matrix may be amended or replaced by the Investment Manager, subject to receipt of Rating Agency Confirmation from Moody's in accordance with Condition 14(c)(xix) (*Modification and Waiver*).

Moody's Test Matrix															
	Minimum Diversity Score														
Minimum Weighted Average Spread	20	24	28	30	32	34	36	38	40	44	48	50	52	56	60
2.00%	1,334	1,382	1,430	1,454	1,478	1,502	1,526	1,535	1,544	1,563	1,581	1,590	1,599	1,610	1,620
2.20%	1,540	1,602	1,664	1,666	1,726	1,735	1,750	1,762	1,774	1,798	1,802	1,804	1,806	1,810	1,814
2.40%	1,747	1,831	1,916	1,930	1,934	1,952	1,962	1,997	2,006	2,024	2,033	2,046	2,059	2,077	2,092
2.60%	1,909	2,015	2,076	2,107	2,138	2,169	2,181	2,181	2,205	2,230	2,254	2,267	2,280	2,305	2,331
2.80%	1,991	2,100	2,191	2,230	2,270	2,297	2,325	2,349	2,375	2,416	2,427	2,442	2,457	2,483	2,500
3.00%	2,049	2,185	2,276	2,318	2,351	2,381	2,413	2,439	2,466	2,514	2,552	2,569	2,585	2,614	2,636
3.20%	2,106	2,253	2,367	2,407	2,438	2,474	2,503	2,526	2,552	2,597	2,636	2,653	2,669	2,702	2,731
3.40%	2,181	2,323	2,437	2,485	2,517	2,550	2,582	2,608	2,636	2,684	2,724	2,740	2,761	2,793	2,824
3.60%	2,251	2,401	2,512	2,557	2,596	2,632	2,666	2,698	2,720	2,772	2,815	2,837	2,854	2,889	2,919
3.80%	2,308	2,463	2,573	2,618	2,665	2,708	2,741	2,775	2,804	2,856	2,903	2,924	2,944	2,977	3,008
4.00%	2,372	2,525	2,638	2,693	2,736	2,780	2,809	2,850	2,888	2,946	2,992	3,011	3,030	3,064	3,097
4.20%	2,439	2,588	2,713	2,762	2,802	2,844	2,889	2,932	2,962	3,014	3,075	3,095	3,114	3,151	3,185
4.40%	2,500	2,659	2,772	2,823	2,878	2,923	2,964	2,995	3,029	3,096	3,139	3,166	3,186	3,225	3,260
4.60%	2,565	2,721	2,837	2,897	2,949	2,991	3,030	3,063	3,104	3,161	3,218	3,236	3,261	3,297	3,331
4.80%	2,622	2,781	2,911	2,970	3,012	3,056	3,098	3,140	3,167	3,231	3,284	3,304	3,332	3,365	3,391
5.00%	2,673	2,846	2,982	3,035	3,082	3,134	3,169	3,204	3,237	3,302	3,353	3,377	3,401	3,433	3,467
5.20%	2,726	2,918	3,046	3,098	3,157	3,197	3,233	3,273	3,308	3,368	3,415	3,438	3,461	3,490	3,520
5.40%	2,776	2,979	3,108	3,173	3,215	3,260	3,307	3,338	3,374	3,436	3,483	3,505	3,526	3,553	3,588
5.60%	2,832	3,027	3,181	3,230	3,277	3,329	3,371	3,405	3,443	3,487	3,543	3,562	3,580	3,618	3,655
5.80%	2,880	3,083	3,240	3,291	3,344	3,390	3,430	3,466	3,496	3,561	3,604	3,625	3,646	3,686	3,713
6.00%	2,931	3,134	3,284	3,342	3,396	3,439	3,477	3,514	3,555	3,613	3,662	3,684	3,705	3,743	3,776

The "**Weighted Average Fixed Coupon Adjustment Percentage**" means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the result of the Weighted Average Fixed Coupon minus the Minimum Weighted Average Fixed Coupon, by (b) the number obtained by dividing the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations by the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations, and which product may, for the avoidance of doubt, be negative.

For the purposes of calculating (b) above:

(a) 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; and

(b) 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.

The "**Minimum Weighted Average Fixed Coupon**" means, if any of the Collateral Debt Obligations are Fixed Rate Collateral Debt Obligations, 5.5 per cent., and otherwise zero per cent..

The S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" is a test that will be satisfied on any Measurement Date during the Reinvestment Period and thereafter, in accordance with the Reinvestment Criteria as set out in the section of the 2017 Prospectus headed "*Following the Expiry of the Reinvestment Period*" following receipt by the Issuer and the Collateral Administrator of the S&P CDO Monitor if, after giving effect to the purchase of a Collateral Debt Obligation, the S&P CDO Adjusted BDR is equal to or greater than the S&P CDO SDR.

"**S&P CDO Adjusted BDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Investment Manager provides to the Collateral Administrator):

BDR * (A/B) + (B-A) / (B * (1-WARR))

where

Term	Meaning
BDR	S&P CDO BDR
A	Target Par Amount
B	S&P Collateral Principal Amount
WARR	S&P Weighted Average Recovery Rate

"**S&P CDO BDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Investment Manager provides to the Collateral Administrator):

C0 + (C1 * WAS) + (C2 * WARR),

where

Term	Meaning
C0	0.210539220712132
C1	3.34297711711618
C2	1.03552034875292
WAS	The sum of (a) the Weighted Average Spread and (b) the Weighted Average Fixed Coupon Adjustment Percentage
WARR	S&P Weighted Average Recovery Rate

"**S&P CDO SDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Investment Manager provides to the Collateral Administrator):

0.247621 + (SPWARF/9162.65) – (DRD/16757.2) – (ODM/7677.8) – (IDM/2177.56) – (RDM/34.0948) + (WAL/27.3896)

where SPWARF is the S&P Weighted Average Rating Factor; DRD is the S&P Default Rate Dispersion; ODM is the S&P Obligor Diversity Measure; IDM is the S&P Industry Diversity Measure; RDM is the S&P Regional Diversity Measure; and WAL is the S&P Weighted Average Life. The S&P CDO SDR represents an estimate of the level of defaults the CLO collateral pool would experience under a "AAA" stress level.

The above equation may be modified to include other portfolio parameters as notified to the Investment Manager at S&P's discretion.

"**S&P CLO Specified Assets**" means Collateral Debt Obligations with an S&P Rating equal to or higher than "CCC-".

"**S&P Collateral Principal Amount**" means as of any Determination Date:

(a) the Aggregate Principal Balance of S&P CLO Specified Assets; plus

(b) without duplication, amounts (including Eligible Investments) on deposit in the (i) Contribution Account representing Principal Proceeds (ii) Principal Account and (iii) Unused Proceeds Account; plus

(c) in relation to Collateral Debt Obligations other than S&P CLO Specified Assets, the S&P Collateral Value of such Collateral Debt Obligations.

"**S&P Default Rate Dispersion**" means the value calculated by the Investment Manager by multiplying the Principal Balance of each S&P CLO Specified Asset by the absolute value of the difference between the S&P Global Ratings Factor for such S&P CLO Specified Asset and the S&P Weighted Average Rating Factor, then summing the results for all S&P CLO Specified Asset, and dividing this amount by the Aggregate Principal Balance of all S&P CLO Specified Assets.

"**S&P Global Ratings Factor**" means for each S&P CLO Specified Asset, the five year asset default S&P Rating given to that S&P CLO Specified Asset and the default table in S&P's Corporate CDO Criteria (see below as currently published by S&P on 21 June 2019 in "Global Methodology and Assumptions for CLOs and Corporate CDOs", or such other published table by S&P that the Investment Manager provides to the Collateral Administrator) multiplied by 10,000.

S&P Rating	S&P Global Ratings Factor
AAA	13.51
AA+	26.75
AA	46.36
AA-	63.90
A+	99.50
A	146.35
A-	199.83
BBB+	271.01
BBB	361.17
BBB-	540.42
BB+	784.92
BB	1233.63
BB-	1565.44
B+	1982.00
B	2859.50
B-	3610.11
CCC+	4641.40
CCC	5293.00
CCC-	5751.00
CC	10000.00
SD	10000.00
D	10000.00

"**S&P Industry Classification Group**" means an industry classification set out in the table below or as otherwise modified, amended or replaced by S&P from time to time:

Asset Code	Asset Description
1020000	Energy Equipment and Services
1030000	Oil, Gas and Consumable Fuels
1033403	Mortgage real estate investment trusts (REITs)
2020000	Chemicals
2030000	Construction Materials
2040000	Containers and Packaging
2050000	Metals and Mining
2060000	Paper and Forest Products
3020000	Aerospace and Defence
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 direct marketing 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	Equity REITs
8030000	IT Services
8040000	Software
8110000	Communications Equipment
8120000	Technology Hardware, Storage and Peripherals
8130000	Electronic Equipment, Instruments and Components

8210000	Semiconductors and Semiconductor Equipment
9020000	Diversified Telecommunication Services
9030000	Wireless Telecommunication Services
9520000	Electric Utilities
9530000	Gas Utilities
9540000	Multi-Utilities
9550000	Water Utilities
9551701	Diversified Consumer Services
9551702	Independent Power and Renewable Electricity Producers
9551727	Life Sciences Tools and Services
9551729	Health Care Technology
9612010	Professional Services
1000-1099	Reserved

"**S&P Industry Diversity Measure**" means the value calculated by the Investment Manager by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P Industry Classification Group, then dividing each such Aggregate Principal Balance by the Aggregate Principal Balance of the S&P CLO Specified Assets from all the industries squaring the result for each industry, then taking the reciprocal of the sum of these squares.

"**S&P Obligor Diversity Measure**" means the value calculated by the Investment Manager by determining the Aggregate Principal Balance of the S&P CLO Specified Assets from each obligor and its affiliates, then dividing each of these amounts by the Aggregate Principal Balance of S&P CLO Specified Assets from all the obligors in the portfolio, squaring the result for each obligor, then taking the reciprocal of the sum of these squares.

"**S&P Regional Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P region set forth in Annex D (*S&P Country Groups*) to this Offering Circular or as otherwise modified, amended or replaced by S&P from time to time, then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all S&P regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Weighted Average Life**" means the value calculated by determining the number of years between the current date and the maturity date of each S&P CLO Specified Asset, then multiplying each S&P CLO Specified Asset's Principal Balance by its number of years, summing the results of all S&P CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of all S&P CLO Specified Assets.

"**S&P Weighted Average Rating Factor**" means, the value calculated by multiplying the Principal Balance for each S&P CLO Specified Assets by its S&P Global Ratings Factor, then summing the results of all S&P CLO Specified Assets, and then dividing this result by the Aggregate Principal Balance of all S&P CLO Specified Assets.

"**S&P Weighted Average Spread**" means the Weighted Average Spread, provided that for the purposes of this definition, the Aggregate Excess Funded Spread shall be deemed to be zero.

The "**S&P Recovery Rate**" means, in respect of each Collateral Debt Obligation and each Class of Rated Notes, an S&P Recovery Rate applicable to an initial liability rating of "AAA" as determined in accordance with the Collateral Management Agreement or as advised by S&P. Extracts of the S&P Recovery Rate applicable under the Collateral Management Agreement as at the Closing Date are set out in Annex C (*S&P Recovery Rates*) of this Offering Circular.

"**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 purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

Rating Definitions

S&P Ratings Definitions

The "**S&P Rating**" means, with respect to any Collateral Debt Obligation will be, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if there is an S&P Issuer Credit Rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation (such guarantee to comply with the current S&P criteria on guarantees), then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer, held by the Issuer, *provided that* private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

(b) if, there is no S&P Issuer Credit Rating of the issuer or guarantor by S&P but:

  (i) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category below such rating;

  (ii) if clause (1) above does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Debt Obligation shall equal such rating; and

  (iii) if neither clause (1) nor clause (2) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category above such rating;

(c) with respect to any Collateral Debt Obligation that is a Current Pay Obligation, the S&P Rating applicable to such obligation shall be the issue level rating thereof and if there is no such issue level rating, the S&P Rating applicable to such Current Pay Obligation shall be "CCC-";

(d) with respect to any Collateral Debt Obligation, that is a Corporate Rescue Loan:

  (i) falling within paragraph (a) of the definition of Corporate Rescue Loan, and if S&P has assigned a public rating to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such public rating; or

  (ii) falling within paragraph (b) of the definition of Corporate Rescue Loan, and if S&P has assigned an S&P Issuer Credit Rating or credit estimate to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such S&P Issuer Credit Rating or credit estimate; or

  (iii) upon application by the Issuer (or the Investment Manager on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan shall be deemed to have an S&P Rating of "D"; and

(e) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined (other than in the case of Corporate Rescue Loans) pursuant to paragraphs (1) and (2) below:

(i) if such an obligation of the issuer is not a Corporate Rescue Loan and is publicly rated by Moody's and any successors thereto, then the S&P Rating will be determined in accordance with the methodologies for establishing the S&P Rating set forth above except that the S&P Rating of such obligation will be (A) one sub-category below the S&P equivalent of the Moody's rating if such Moody's rating is "Baa3" or higher and (B) two sub-categories below the S&P equivalent of the Moody's rating if such Moody's rating is "Ba1" or lower, provided that in each case (1) the S&P Rating will be a further sub-category below the S&P equivalent of the Moody's rating of the applicable obligation if the relevant Moody's rating is on "credit watch negative" by Moody's and (2) if the Aggregate Principal Balance of Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(1) exceeds 15 per cent. of the Collateral Principal Amount, 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)(1) over an amount equal to 15 per cent. of the Collateral Principal Amount shall 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 Investment Manager reasonably expects them to remain current; and (iii) the Collateral Debt Obligation is current and the Investment Manager reasonably expects it to remain current (for the purposes of this paragraph (e)(1)(2), the Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(1) 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 Investment Manager on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within thirty calendar days after the acquisition of such Collateral Debt Obligation, apply (and concurrently submit all available information in respect of such application) to S&P for a credit estimate which shall be its S&P Rating; provided that, if such information is submitted within such thirty day period, then, for a period of up to ninety calendar days after acquisition of such Collateral Debt Obligation shall have an S&P Rating as determined by the Investment Manager in its sole discretion if (A) the Investment Manager certifies to the Trustee and the Collateral Administrator (upon which certificate the Trustee and the Collateral Administrator shall rely absolutely and without enquiry or liability) that it believes that such S&P Rating determined by the Investment Manager is commercially reasonable and that the S&P Rating will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations subject to an S&P Rating determined by the Investment Manager in accordance with (A) does not exceed 5.0 per cent. of the Collateral Principal Amount (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 Investment Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; provided further that if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be "CCC-", pending receipt from S&P of such estimate and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; provided further that such credit estimate shall expire twelve months after the acquisition of such Collateral Debt Obligation, following which such Collateral Debt Obligation shall have an S&P Rating of "CCC-" unless, during such twelve-month period, the Issuer (or the Investment Manager acting on behalf of the Issuer) applies for renewal thereof in accordance with the Investment Management Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate

shall be the S&P Rating of such Collateral Debt Obligation; provided further that such confirmed or revised credit estimate shall expire on the next succeeding twelve-month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Investment Management Agreement) on each twelve-month anniversary thereafter; and

(f) with respect to a Collateral Debt Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Debt Obligation will at the election of the Issuer (at the direction of the Investment Manager) be "CCC-"; provided that (i) neither the Obligor of such Collateral Debt Obligation nor any of its Affiliates are subject to any bankruptcy or reorganisation proceedings; (ii) the Obligor thereof has not defaulted on any payment obligation in respect of any debt security or other obligation of such Obligor at any time within the two year period ending on such date of determination and all such debt securities and other obligations of the Obligor are current and the Investment Manager reasonably expects them to remain current; and (iii) the Collateral Debt Obligation is current and the Investment Manager reasonably expects it to remain current,

and provided that, for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch positive" by S&P, such rating will be treated as being one sub-category above such assigned rating, (y) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch negative" by S&P, such rating will be treated as being one sub-category below such assigned rating and (z) only ratings assigned on the basis of ongoing surveillance (including any rating assigned by Moody's) will be applicable for the purposes of determining the S&P Rating of a Collateral Debt Obligation, and provided further that in the case only where the S&P Rating is derived from a rating assigned by Moody's then the rating assigned by Moody's from which such S&P Rating is derived shall (x) if the applicable rating assigned by Moody's to an Obligor or its obligations is on "credit watch positive" by Moody's, be treated as being one sub category above such assigned rating and (y) if the applicable rating assigned by Moody's to an Obligor or its obligations is on "credit watch negative" by Moody's, such rating will be treated as being one sub-category below such assigned rating.

"**S&P Issuer Credit Rating**" means, in respect of a Collateral Debt Obligation, a publicly available issuer credit rating by S&P in respect of the Obligor thereof.

DESCRIPTION OF THE COLLATERAL ADMINISTRATOR

General

The information appearing in this sub-section has been prepared by the Collateral Administrator and has not been independently verified by the Issuer, the Placement Agent or any other party. None of the Placement Agent or any other party other than the Collateral Administrator assumes any responsibility for the accuracy or completeness of such information.

The Issuer confirms that the information appearing in this sub-section has been accurately reproduced and that as far as the Issuer is aware, and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Bank of New York Mellon SA/NV

The Bank of New Mellon SA/NV is a Belgian limited liability company established September 30, 2008 under the form of a *Société Anonyme/Naamloze Vennootschap*. It was granted its banking licence by the former CBFA on March 10 2009. It has its headquarters and main establishment at 46 rue Montoyerstraat, 1000 Bruxelles/Brussels. The Bank of New York Mellon SA/NV is a subsidiary of BNY Mellon (BNYM), the main banking subsidiary of The BNY Mellon Corporation. It is under the prudential supervision of the National Bank of Belgium and regulated by the Belgian Financial Services and Markets Authority in respect of Conduct of Business. The Bank of New York Mellon SA/NV engages in servicing, global collateral management, global markets, corporate trust and depositary receipts. The Bank of New York Mellon SA/NV operates from locations in Belgium, The Netherlands, Germany, London, Luxembourg, Paris and Dublin.

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Investment Management Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 days' prior written notice; or (b) with cause upon at least 10 days' prior written notice, in either case, by the Issuer at its discretion or by the Trustee acting upon the written directions of the holders of the Subordinated Notes acting by way of Ordinary Resolution and subject to the Trustee being secured and/or prefunded and/or indemnified 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 Investment Manager. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Investment Management Agreement.

DESCRIPTION OF THE TRUSTEE

The Bank of New York Mellon, London Branch

The Bank of New York Mellon (formerly The Bank of New York), a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situated at 225 Liberty Street, New York, NY 10286, United States and having a branch registered in England and Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL.

Rule 3a-7

For so long as the Issuer relies on Rule 3a-7, the Trustee (and any successor) (i) shall be a "bank" as defined in the Investment Company Act, (ii) shall not be affiliated with the Issuer or any person involved in the organisation or operation of the Issuer, (iii) shall not offer or provide credit or credit enhancement to the Issuer, and (iv) shall otherwise meet the requirements of Rule 3a-7.

Termination and Resignation of Appointment of the Trustee

The resignation or removal of the Trustee and the appointment of a successor Trustee pursuant to the Trust Deed will not become effective until the acceptance of appointment by the successor Trustee under the Trust Deed.

The Transaction Documents provide, in substance, that, so long as the Issuer relies on Rule 3a-7, the Trustee shall not resign until either (i) the Portfolio has been completely liquidated and the proceeds of the liquidation distributed to the Secured Parties, or (ii) a successor Trustee, having the qualifications prescribed in Section 26(a)(1) of the Investment Company Act and otherwise meeting the requirements of Rule 3a-7, has been designated and has accepted such trusteeship.

DESCRIPTION OF THE REPORTS

The following description of the Reports supplements the section headed "Description of the Reports" in the 2017 Prospectus, as such amendments are provided for in the Investment Management Agreement.

Monthly Reports

The Collateral Administrator, not later than the eighth Business Day after the last Business Day of each month (save in respect of any month for which a Payment Date Report has been prepared) commencing in January 2020 (with the first report being prepared based on the Portfolio as at the last Business Day of December 2019) on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall compile and make available a monthly report (the "**Monthly Report**"), which shall contain, without limitation, the information set out below with respect to the Portfolio (including portfolio data in excel or CSV format), determined by the Collateral Administrator as at the last Business Day of each month in consultation with the Investment Manager, via a website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified in writing by the Collateral Administrator to the Trustee, the Issuer, the Investment Manager, the Arranger, the Placement Agent and the Hedge Counterparties and as further notified by the Issuer to the Rating Agencies and any Noteholders from time to time) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be provided in accordance with the terms and conditions set out in the Investment Management Agreement or in such other form as may be agreed between the Issuer, the Investment Manager 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 absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Trustee, (iii) the Placement Agent, (iv) a Hedge Counterparty, (v) the Investment Manager, (vi) a Rating Agency, (vii) a Noteholder, (viii) a competent authority, (ix) a potential investor in the Notes, (x) Intex Solutions, Inc., or (xi) Bloomberg LP.

Each Monthly Report shall contain, without limitation, the information set out in the section headed "*Description of the Reports – Monthly Date Reports*" in the 2017 Prospectus with respect to the Portfolio Obligations, determined by the Collateral Administrator as at the last Business Day of each month and the following information:

Only for so long as the Transitional Requirements apply:

(a) any details of all current transaction parties, their entity names, roles and, if such transaction parties are rated, their credit ratings (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(b) a statement that each of the defined terms set out in Condition 1 of the Conditions, which are set out in full in the Offering Circular and the Trust Deed, are incorporated by reference into the Reports together with the definitions of any technical terms which are used in the Reports and not so defined in the Offering Circular or Trust Deed (as provided to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(c) the "legal entity identifier" number of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(d) the contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf)) and the Collateral Administrator;

(e) details of the replacement of any transaction party (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(f) details of any Contributions received from a Noteholder and credited to the Contribution Account since the date of determination of the last Monthly Report;

(g) details of any collateral posted by a Hedge Counterparty to a Counterparty Downgrade Collateral Account since the date of determination of the last Monthly Report; and

(h) the common code and International Securities Identification Number ("**ISIN**") for the Notes of each Class.

Payment Date Report

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall render a report (including portfolio data in excel or CSV format) on the Business Day preceding the related Payment Date (the "**Payment Date Report**"), prepared and determined as of each Determination Date. Each Payment Date Report shall be made available via a website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified in writing by the Collateral Administrator to the Trustee, the Issuer, the Investment Manager and the Hedge Counterparties and as further notified by the Issuer to the Rating Agencies and any Noteholders from time to time) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be provided in accordance with the terms and conditions set out in the Investment Management Agreement or in such other form as may be agreed between the Issuer, the Investment Manager 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 absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Trustee, (iii) the Placement Agent, (iv) a Hedge Counterparty, (v) the Investment Manager, (vi) a Rating Agency, (vii) a Noteholder, (viii) a competent authority, (ix) a potential investor in the Notes, (x) Intex Solutions, Inc., or (xi) Bloomberg LP. In addition, for so long as any of the Notes are Outstanding, the Payment Date Report will be available for inspection at the offices of, and copies thereof may be obtained free of charge upon request from, the Issuer. Upon receipt of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify Euronext Dublin of the Principal Amount Outstanding of each Class of Notes after giving effect to the principal payments, if any, on the next Payment Date. Each Payment Date Report shall be in PDF format (with the underlying portfolio data being made available in excel or CSV format) and shall contain, without limitation, the following information determined by the Collateral Administrator as at the Determination Date in consultation with the Investment Manager.

Each Payment Date Report shall contain, without limitation, the information set out in the section headed "*Description of the Reports – Payment Date Reports*" in the 2017 Prospectus with respect to the Portfolio Obligations, determined by the Collateral Administrator as at each Determination Date and the following information:

Only for so long as the Transitional Requirements apply:

(a) any details of all current transaction parties, their entity names, roles and, if such transaction parties are rated, their credit ratings (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(b) a statement that each of the defined terms set out in Condition 1 of the Conditions, which are set out in full in the Offering Circular and the Trust Deed, are incorporated by reference into the Reports together with the definitions of any technical terms which are used in the Reports and not so defined in the Offering Circular or Trust Deed (as provided to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(c) the "legal entity identifier" number of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(d) the contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf)) and the Collateral Administrator;

(e) details of the replacement of any transaction party (as notified to the Collateral Administrator by the Issuer (or the Investment Manager on its behalf));

(f) details of any Contributions received from a Noteholder and credited to the Contribution Account since the date of determination of the last Monthly Report;

(g) details of any collateral posted by a Hedge Counterparty to a Counterparty Downgrade Collateral Account since the date of determination of the last Monthly Report; and

(h) the common code and International Securities Identification Number ("**ISIN**") for the Notes of each Class.

PLAN OF DISTRIBUTION

The following section consists of a summary of certain provisions of the Placement Agency Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreements.

Placement

Goldman Sachs International (in its capacity as placement agent, the "**Placement Agent**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to facilitate the sale by the Issuer of the 2019 Refinancing Notes of each Class to investors with the initial placement of each Class of Refinancing Notes pursuant to the Placement Agency Agreement. Pursuant to the terms of the Placement Agency Agreement, the Issuer has also granted an indemnity to the Placement Agent. The Placement Agency Agreement entitles the Placement Agent to terminate it in certain circumstances prior to payment being made to the Issuer.

It is a condition of the issue of the 2019 Refinancing Notes of each Class that the 2019 Refinancing Notes of each other Class be issued in the following principal amounts at the following issue prices:

(a) Class A Notes, €300,000,000, 100 per cent.; and

(b) Class B-1 Notes, €20,000,000, 100 per cent.,

in each case less certain fees and expenses to be agreed between the Issuer and the Placement Agent.

The Placement Agent may offer the 2019 Refinancing 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 2019 Refinancing Notes.

No action has been or will be taken by the Issuer or Placement Agent that would permit a public offering of the 2019 Refinancing Notes or possession or distribution of this Offering Circular or any other offering material in relation to the Notes in any jurisdiction where action for the purpose is required. No offers, sales or deliveries of any 2019 Refinancing Notes, or distribution of this Offering Circular or any other offering material relating to the 2019 Refinancing 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.

Certain of the Collateral Obligations may have been originally underwritten or placed by the Placement Agent or its Affiliates. In addition, the Placement Agent or its Affiliates may have in the past performed and may in the future perform investment banking services or other services for issuers of the Collateral 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 Obligations, with a result that one or more of such issuers may be or may become controlled by the Placement Agent or its Affiliates.

In addition, in the ordinary course of their business activities, the Placement Agent and its Affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivatives securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments (including the 2019 Refinancing 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.

United States of America - General

The 2019 Refinancing 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 (as defined in Regulation S) or to U.S. Residents except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and in the manner so as not to require the registration of the Issuer as an "investment company" pursuant to the Investment Company Act.

The Issuer has been advised that the Placement Agent proposes to resell each Class of the 2019 Refinancing Notes (a) outside the United States to non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S and in accordance with applicable law and (b) in the United States (directly or through its U.S. broker dealer Affiliate) in reliance on Rule 144A only to or for the accounts of QIBs/QPs. The Placement Agent may retain a certain proportion of the 2019 Refinancing Notes in its portfolio with an intention to hold to maturity or to trade. The holding or any sale of the 2019 Refinancing Notes by these parties may adversely affect the liquidity of the 2019 Refinancing Notes and may also affect the prices of the 2019 Refinancing Notes in the primary or secondary market.

2019 Refinancing Notes of each Class in the form of Regulation S Notes will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. Each Class of 2019 Refinancing Notes in the form of Rule 144A Notes will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof.

Any offer or sale of Rule 144A Notes in reliance on Rule 144A will be made by broker dealers who are registered as such under the Exchange Act. After the 2019 Refinancing Notes are released for sale, the offering price and other selling terms may from time to time be varied by the Placement Agent.

The Placement Agent has acknowledged and agreed that it will not offer, sell or deliver any Regulation S Notes to, or for the account or benefit of, any U.S. persons (as defined in Regulation S) 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 (as defined in Regulation S) or U.S. Resident.

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the 2019 Refinancing Notes and for the listing of the 2019 Refinancing Notes of each Class on the Global Exchange Market of Euronext Dublin. The Issuer, the Placement Agent reserves 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 the 2019 Refinancing 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 (as defined in Regulation S). Distribution of this Offering Circular to any such U.S. person (as defined in Regulation S) 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.

General

(a) The Placement Agent has also agreed to comply with the following selling restrictions:

(a) *United Kingdom:* The Placement Agent, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, has represented and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of the 2019 Refinancing 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 2019 Refinancing Notes in, from or otherwise involving the United Kingdom.

(b) *Prohibition of Sales to EEA Retail Investors:* The Placement Agent has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any 2019 Refinancing Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) a person who is not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**").

(c) *Denmark:* The Placement Agent has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any of the 2019 Refinancing Notes to the public in Denmark unless in accordance with the Danish Act on Capital Markets, Consolidation Act No. 12 of 8 January 2018, as amended from time to time, and Executive Orders issued thereunder, including the Danish Executive Order No. 1170 of 25 September 2018 on Prospectuses, as amended from time to time.

(d) *Ireland:* The Placement Agent has represented and agreed that:

(i) it has not and will not underwrite the issue of, or place the 2019 Refinancing Notes otherwise than in conformity with the provisions of European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and any codes of conduct or rules issued in connection therewith and any conditions or requirements, or other enactments, imposed or approved by the Central Bank of Ireland, and the provisions of the Investor Compensation Act 1998 (as amended);

(ii) it has not and will not underwrite the issue of, or place, the 2019 Refinancing Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 to 2018 (as amended) and any codes of practice made under Section 117(1) of the Irish Central Bank Act 1989 (as amended) or any regulations made pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 (as amended);

(iii) it has not and will not underwrite the issue of, or place, or do anything in Ireland in respect of the 2019 Refinancing Notes, otherwise than in conformity with the provisions of Regulation (EU) 2017/1129 or any delegated or implementing acts relating thereto, the European Union (Prospectus) Regulations of 2019, the Irish Companies Act 2014 and any rules issued under Section 1363 of the Irish Companies Act 2014, by the Central Bank of Ireland; and

(iv) it has not and will not underwrite the issue of, or place or otherwise act in Ireland in respect of the 2019 Refinancing Notes, otherwise than in conformity with the provisions of the European Union (Market Abuse) Regulations 2016, Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and any rules issued under Section 1370 of the Irish Companies Act 2014 by the Central Bank of Ireland.

(e) *Netherlands*: The Placement Agent has represented and agreed that it will not make an offer of the 2019 Refinancing Notes which are the subject of the offering contemplated by this Offering Circular to the public in The Netherlands in reliance on 1(4) of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), unless such offer is made exclusively to legal entities (i) which are qualified investors (as defined in the Dutch FSA and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands, **provided that** no such offer of 2019 Refinancing Notes shall require the Issuer or the Placement Agent to publish a prospectus pursuant to Article 1 of the Prospectus Regulation.

For the purposes of this provision, the expressions an "offer of 2019 Refinancing Notes to the public" in relation to any 2019 Refinancing Notes in The Netherlands means the communication in any form and by any means of sufficient information on the terms of the offer and the 2019 Refinancing Notes to be offered so as to enable an investor to decide to purchase or subscribe the 2019 Refinancing Notes.

(f) *Singapore:* This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the 2019 Refinancing Notes may not be circulated or distributed, nor may the 2019 Refinancing Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 or Section 304 of the 2019 Refinancing Notes and Futures

Act, Chapter 289 of Singapore (the "**SFA**") or (ii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

(g) *South Korea*: The 2019 Refinancing Notes may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale directly or indirectly, in South Korea or to any resident of South Korea ("South Korean Residents") except pursuant to the applicable laws and regulations of South Korea, including the Financial Investment Services and Capital Markets Act ("**FSCMA**"), the Foreign Exchange Transaction Law ("**FETL**") and their subordinate decrees and regulations thereunder. The 2019 Refinancing Notes may not be re-sold to South Korean Residents unless the purchaser of the 2019 Refinancing Notes complies with all applicable regulatory requirements for such purchase of 2019 Refinancing Notes (including but not limited to government approval or reporting requirements under the FETL and its subordinate decrees and regulations). The 2019 Refinancing Notes have not been offered or sold by way of public offering under the FSCMA, nor registered with the Financial Services Commission of South Korea for public offering. None of the 2019 Refinancing Notes have been or will be listed on the Korea Exchange. In the case of a transfer of the 2019 Refinancing Notes to any person in South Korea during a period ending one year from the issuance date, a holder of the 2019 Refinancing Notes may transfer the 2019 Refinancing Notes only by transferring its entire holdings of 2019 Refinancing Notes to only "accredited investors" in South Korea as referred to in Article 11(1) of the Enforcement Decree of the FSCMA.

(h) *Taiwan*: No person or entity in Taiwan is authorised to distribute or otherwise intermediate the offering of the 2019 Refinancing Notes or the provision of information relating to the Offered Notes, including, but not limited to, this Offering Circular. The 2019 Refinancing 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 2019 Refinancing Notes shall only become effective upon acceptance by the Issuer or the Placement Agent outside Taiwan and shall be deemed a contract entered into in the jurisdiction of incorporation of the Issuer or Placement Agent, as the case may be, unless otherwise specified in the subscription documents relating to the 2019 Refinancing Notes signed by the investors.

TAX CONSIDERATIONS

General

Purchasers of 2019 Refinancing 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 2019 Refinancing Note.

Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any 2019 Refinancing Note should consult their own tax advisers. In particular, no representation is made as to the manner in which payments under the 2019 Refinancing 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 2019 Refinancing Notes.

Irish Taxation

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Notes based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in Notes, trusts etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest which should include interest payable on the Notes.

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:

(i) the Notes are quoted Eurobonds, i.e. Notes which are issued by a company (such as the Issuer), which are listed on a recognised stock exchange (such as Euronext Dublin) and which carry a right to interest; and

(j) 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 (DTC, 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.

Under certain anti-avoidance legislation, it is possible that profit dependent payments of interest on the Notes may be regarded as a distribution, giving rise to a withholding obligation, for Irish tax purposes if the beneficial owner of the interest is connected for certain purposes with the Issuer and the Issuer is aware that the interest is not subject, without reduction computed by reference to the amount of such interest or other distribution, to tax in a relevant territory, being a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty ("**Relevant Territory**") which generally applies to profits and income on gains received in that Relevant Territory by persons from sources outside that Relevant Territory.

Thus, subject to the above anti-avoidance provision and the new rules under the Finance Act 2016 and Finance Act 2017 set out below, so long as the 2019 Refinancing Notes continue to be quoted on Euronext Dublin and are held in Euroclear and/or Clearstream, Luxembourg, interest on the 2019 Refinancing 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 2019 Refinancing Notes continue to be so quoted but cease to be held in a recognised clearing system, subject to the above anti-avoidance provision and the new rules under the Finance Act 2016 and Finance Act 2017 set out below, 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.

In addition, rules contained in the Finance Act 2016 and the Finance Act 2017 restrict deductibility of interest paid by a "qualifying company" as defined in Section 110 of the Taxes Act 1997 (a "**Qualifying Company**") (such as the Issuer) that is profit dependent or exceeds a reasonable commercial return to the extent that the interest is associated with the business of a Qualifying Company of holding 'specified mortgages', units in an IREF (being a specific form of investment undertaking within the meaning of Chapter 1B of Part 27 of the Taxes Act 1997) or shares that derive their value or the greater part of their value from Irish land subject to a number of exceptions. 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, Irish land, or (b) a 'specified agreement' (effectively a profit dependent derivative) which derives all of its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies or (c) the portion of a 'specified security' (essentially a security in respect of which, if the Finance Act 2016 and the Finance Act 2017 rules did not apply to payments on that security would be deductible under Section 110 of the Taxes Act 1997), is attributable to the specified property business in accordance with the rules.

The legislation treats the holding of such assets as a separate business to the rest of the Qualifying Company's activities. The Qualifying Company is taxed on any profit that is attributable to that business at 25 per cent. and any such interest that is profit dependent or exceeds a reasonable commercial return is not deductible, subject to a number of exceptions, and potentially subject to Irish withholding tax at 20 per cent.

Accordingly, on the basis that the Issuer will not acquire 'specific mortgages' for the purposes of Section 110 of the Taxes Act 1997, units in an IREF (being a specific form of investment undertaking within the meaning of Chapter 1B of Part 27 of the Taxes Act 1997) or shares that derive their value or the greater part of their value from Irish land (as to which see the Section entitled "*The Portfolio – Eligibility Criteria*") the rules should not apply to this transaction.

Encashment Tax

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Income Tax, PRSI and Universal Social Charge

Notwithstanding that a noteholder may receive interest on the Notes free of withholding tax, the noteholder may still be liable to pay Irish income tax with respect to such interest. Noteholders resident or ordinarily resident in Ireland who are individuals may be liable to pay Irish income tax, social insurance (PRSI) contributions and the universal social charge in respect of interest they receive on the Notes.

Interest paid on the Notes may have an Irish source and therefore may be within the charge to Irish income tax, notwithstanding that the noteholder is not resident in Ireland. In the case of noteholders who are non-resident individuals such noteholders may also be liable to pay the universal social charge in respect of interest they receive on the Notes.

Ireland operates a self-assessment system in respect of tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

There are a number of exemptions from Irish income tax available to certain non-residents. Firstly, interest payments made by the Issuer are exempt from income tax so long as the Issuer is a Qualifying Company, the recipient is not resident in Ireland and is resident in a Relevant Territory and, the interest is paid out of the assets of the Issuer. Secondly, interest payments made by the Issuer in the ordinary course of its activities to a company are exempt from income tax provided the recipient company is not resident in Ireland and is either resident for tax purposes in a Relevant Territory which imposes a tax that generally applies to interest receivable in that territory by companies from sources outside that territory and which tax corresponds to income tax or corporation tax in Ireland or the interest is exempted from the charge to Irish income tax under the terms of a double tax agreement which is either in force or which will come in to force once all ratification procedures have been completed. Thirdly, interest paid by the Issuer free of withholding tax under the quoted Eurobond exemption is exempt from income tax where the recipient is a person not resident in Ireland and resident in a Relevant Territory or is a company not resident in Ireland which is under the control, whether directly or indirectly, of person(s) who by virtue of the law of a Relevant Territory are resident for the purposes of tax in a Relevant Territory and is not under the control of person(s) who are not so resident, or is a company not resident in Ireland where the principal class of shares of the company or its 75 per cent. parent is substantially and regularly traded on a recognised stock exchange. For the purposes of these exemptions and where not specified otherwise, residence is determined under the terms of the relevant double taxation agreement or in any other case, the law of the country in which the recipient claims to be resident. Interest falling within the above exemptions is also exempt from the universal social charge.

Notwithstanding these exemptions from income tax, a corporate recipient that is resident in Ireland or that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed, may have a liability to Irish corporation tax on the interest.

Relief from Irish income tax may also be available under the specific provisions of a double tax treaty between Ireland and the country of residence of the recipient.

Interest on the Notes which does not fall within the above exemptions is within the charge to income tax, and, in the case of noteholders who are individuals, the charge to the universal social charge. In the past the Irish Revenue Commissioners have not pursued liability to income tax in respect of persons who are not regarded as being resident in Ireland except where such persons have a taxable presence of some sort in Ireland or seek to claim any relief or repayment in respect of Irish tax. However, there can be no assurance that the Irish Revenue Commissioners will apply this treatment in the case of any noteholder.

Capital Gains Tax

A noteholder will not be subject to Irish tax on capital gains on a disposal of Notes unless (i) such noteholder is either resident or ordinarily resident in Ireland or (ii) such holder carries on a trade in Ireland through a branch or agency in respect of which the Notes were used or held or (iii) the Notes cease to be listed on a stock exchange in circumstances where the Notes derive their value or more than 50 per cent. of their value from Irish real estate, mineral rights or exploration rights (which is not expected to be the case on the basis of the Eligibility Criteria).

Capital Acquisitions Tax

A gift or inheritance comprising Notes will be within the charge to capital acquisitions tax (which subject to available exemptions and reliefs, is currently levied at 33 per cent.) if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer is domiciled in Ireland irrespective of his residence or that of the donee/successor) on the relevant date or (ii) if the Notes are regarded as property situate in Ireland (i.e. if the Notes are physically located in Ireland or if the register of the Notes is maintained in Ireland).

Stamp Duty

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes, provided that the Issuer is a Qualifying Company and the proceeds of the Notes are used in the course of the Issuer's business (on the basis of an exemption provided for in Section 85(2)(c) of the Stamp Duties Consolidation Act 1999).

United States Federal Income Taxation

General

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the 2019 Refinancing Notes. The discussion addresses only persons that purchase 2019 Refinancing Notes for cash in the original offering at their issue price, hold the 2019 Refinancing Notes as capital assets, and, if they are U.S. Holders (as defined below), use the United States dollar as their functional currency. The discussion does not consider the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organisations, dealers, traders who elect to mark their investment to market and persons holding the 2019 Refinancing Notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction) are subject to special tax regimes. The discussion does not address any state, local or foreign taxes or the federal alternative minimum tax and does not address persons that hold 2019 Refinanced Notes prior to the 2019 Refinancing Date. Special rules also apply to individuals, certain of which may not be discussed below. Prospective investors should note that no rulings have been, or are expected to be, sought from the IRS with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE 2019 REFINANCING NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES AND THE LAWS OF IRELAND AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "**U.S. Holder**" means a beneficial owner of a 2019 Refinancing Note that for U.S. federal income tax purposes is (i) a citizen or individual resident of the United States, (ii) a corporation organised in or under the laws of the United States or any political subdivision thereof, (iii) a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or (iv) an estate the income of which is subject to U.S. federal income taxation regardless of its source. "**Non-U.S. Holder**" means a beneficial owner of a 2019 Refinancing Note other than a U.S. Holder. The treatment of partners in a partnership that owns 2019 Refinancing Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the 2019 Refinancing Notes. The Trust Deed could be amended after the 2019 Refinancing Date in a manner that materially adversely affects the U.S. federal tax consequences of an investment in the 2019 Refinancing Notes as described herein. This discussion assumes that the Trust Deed is not so amended.

U.S. Taxation of the Issuer

The Issuer has adopted, and intends to continue to follow, the Operating Guidelines, which are designed to reduce the risk that the Issuer will be deemed to have engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes. In connection with the sale of the Original Notes, on the Original Issue Date, Hunton Andrews Kurth LLP (formerly Hunton & Williams LLP) provided the Issuer with an opinion, subject to customary assumptions and qualifications, generally to the effect that, under the law then in effect, assuming the Issuer and the Investment Manager comply with the Operating Guidelines and other requirements of the prospectus relating to the Original Notes, the Original Trust Deed, the Original Investment Management Agreement, and the other transaction documents executed on the Original Issue Date, and although there is no direct authority in the U.S. federal tax law addressing transactions similar to those contemplated therein, the Issuer would not be engaged in a trade or business in the United States for U.S. federal income tax purposes. The opinion of Hunton Andrews Kurth LLP (formerly Hunton & Williams LLP) was based on certain factual assumptions, covenants and representations as to the Issuer's contemplated activities. In addition, such opinion was based on the transaction documents as of the Original Issue Date, and, accordingly, does not address any potential U.S. federal income tax effects of the Supplemental Trust Deed. The Issuer intends to continue to conduct its affairs

in accordance with the assumptions and representations on which such opinion was based, and the remainder of this summary assumes that the Issuer will not be 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 the Issuer were to be found to be engaged in a U.S. trade or business for U.S. federal income tax purposes, there could be material adverse financial consequences to the Issuer and to persons who hold the 2019 Refinancing Notes. The imposition of any of the foregoing taxes would materially affect the Issuer's ability to pay principal, interest, and other amounts owing in respect of the 2019 Refinancing Notes. In addition, if the Issuer were found to be engaged in a U.S. trade or business for U.S. federal income tax purposes, payments in respect of the 2019 Refinancing Notes may be treated as U.S. source income that could be subject to withholding unless appropriate certifications of status have been provided by Non-U.S. Holders to the applicable withholding agent as discussed further below.

The opinion described above represented only counsel's best judgement, and is not binding on the IRS or the courts. There are no authorities that deal with situations substantially identical to the Issuer's, and the Issuer could be treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or U.S. courts or other causes. In addition, you should be aware that the opinion referred to above expressly relied on the Investment Manager's compliance with the Operating Guidelines, which are intended to prevent the Issuer from engaging in activities that could give rise to a trade or business within the United States for U.S. federal income tax purposes (although there is no direct authority in the U.S. federal tax law addressing the activities permitted under the Operating Guidelines). Although the Investment Manager has generally undertaken to comply with the Operating Guidelines, the Investment Manager is permitted to depart from the Operating Guidelines if it obtains written advice of Hunton Andrews Kurth LLP or Milbank LLP or a written opinion from another nationally recognised tax counsel that the departure, when considered in light of the activities of the Issuer, will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. There can be no assurance that any such opinion or advice of tax counsel (other than from Hunton Andrews Kurth LLP) will be consistent with the views and opinion standards of Hunton Andrews Kurth LLP, and any such departures would not be covered by the opinion of Hunton Andrews Kurth LLP referred to above. Further, the Issuer may, for certain specified purposes, amend, modify, supplement and/or waive the provisions of any transaction document without the consent of the Noteholders and without requiring that Issuer to specifically consider if such amendment, modification, supplement or waiver will affect whether the Issuer will be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes. The opinion of Hunton Andrews Kurth LLP (formerly Hunton & Williams LLP) was based on the transaction documents as of the Original Issue Date, and, accordingly, does not address any potential U.S. federal income tax effects of any such amendment, modification, supplement or waiver.

Furthermore, the Investment Manager is not obligated to monitor changes in law that could affect whether the Issuer is treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. The Investment Manager might act in accordance with the Operating Guidelines notwithstanding the issuance of new decisions by the courts, new legislation or official guidance; however, under the Investment Management Agreement, the Investment Manager is not permitted to rely on the Operating Guidelines to the extent that the Investment Manager has actual knowledge at the time such action is taken that, when considered in light of the other activities of the Issuer, such action would cause the Issuer to be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. In addition, although the Investment Manager can be removed for cause, the definition of "cause" in the context of violations of the Operating Guidelines is not clear. Unintentional violations will not constitute "cause" if they do not have a material adverse effect on the Controlling Class. It is not certain that a violation of the Operating Guidelines that causes an increase in the risk that the Issuer will be engaged in a trade or business in the United States for U.S. federal income tax purposes (without actually having that effect) will be treated as a breach of the Investment Management Agreement. Violations of the Operating Guidelines, whether intentional or unintentional, are not covered by the legal opinion of Hunton Andrews Kurth LLP (formerly Hunton & Williams LLP).

Prospective investors should be aware that there will not be a new tax opinion issued on the 2019 Refinancing Date with respect to whether the Issuer was or will be engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes.

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Transaction Documents, certain Ineligible Obligations may be owned by one or more Blocker Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes; provided that with respect to any Ineligible Obligation described in clause (b) or (c) of the definition of "Ineligible Obligation", the Issuer shall contribute such Ineligible Obligation to a Blocker Subsidiary upon such Ineligible Obligation's failure to satisfy paragraph (cc) or paragraph (v) of the Eligibility Criteria, as applicable. Any foreign Blocker Subsidiary may be treated as engaged in a trade or business within the United States and may be subject to U.S. federal income tax on a net income basis at U.S. corporate income tax rates (and possibly a 30 per cent. U.S. branch profits tax), and may file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or the Blocker Subsidiary may be subject to a 30 per cent. U.S. withholding tax on some or all of its income. In the case of a U.S. Blocker Subsidiary, the Blocker Subsidiary would be subject to U.S. federal income tax on a net income basis at U.S. corporate tax rates, and would be required to file U.S. tax returns and reports. In addition, distributions from a U.S. Blocker Subsidiary to the Issuer may be subject to a 30 per cent. U.S. withholding tax.

Withholding Taxes on the Issuer

Although the Issuer does not anticipate that it will be subject to U.S. federal income tax with respect to its net income, income derived by the Issuer may be subject to withholding or gross income taxes imposed by the United States or other countries, and the imposition of such taxes could materially affect its ability to make payments on the 2019 Refinancing Notes. Subject to certain exceptions set forth in the Transaction Documents, the Issuer generally may acquire a particular Collateral Debt Obligation only if, at the time of commitment to purchase, either the interest payments thereon are not subject to withholding tax or the issuer of the Collateral Debt Obligation is required to make "gross-up" payments. Accordingly, the Issuer does not generally expect to be subject to U.S. federal withholding taxes on interest from Collateral Debt Obligations. The Issuer may, however, be subject to U.S. federal withholding or gross income taxes in respect of dividends, commitment fees, facility fees, and other similar fees. Any such withholding or gross income taxes may not be grossed up.

Notwithstanding the foregoing, there can be no assurance that income derived by the Issuer will not become subject to withholding or gross income taxes more generally as a result of changes in law, contrary conclusions by the IRS or U.S. courts or other causes. Such withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the taxing authority to pay such taxes. The imposition of unanticipated withholding or gross income taxes could materially impair the Issuer's ability to make payments on the 2019 Refinancing Notes.

Tax Treatment of U.S. Holders of the 2019 Refinancing Notes

Characterisation of the 2019 Refinancing Notes

Based on the terms of the 2019 Refinancing Notes and subject to other relevant facts and circumstances on the 2019 Refinancing Date, the Issuer will receive an opinion from Milbank LLP on the 2019 Refinancing Date to the effect that, for U.S. federal income tax purposes, the Class A Notes and the Class B-1 Notes will be treated as debt. Each holder and beneficial owner of Class A Notes or Class B-1 Notes will agree or be deemed to agree to treat all such 2019 Refinancing Notes as debt for such purposes.

In general, the characterisation of an instrument for U.S. federal income tax purposes as debt or equity by its issuer as of the time of issuance is binding on a holder. This characterisation, and counsel's opinion, however, are not binding on the IRS or the courts. In particular, there can be no assurance that the IRS would not contend, and that a court would not ultimately hold, that a Class of 2019 Refinancing Notes constitute equity of the Issuer. Investors should consult their tax advisors regarding the tax rules that would apply if a Class of 2019 Refinancing Notes were recharacterised as equity by the IRS. The discussion in the remainder of this section assumes that the 2019 Refinancing Notes will be treated as debt.

Interest on the 2019 Refinancing Notes

A U.S. Holder of a 2019 Refinancing Note that uses the cash method of accounting must include in income the U.S. dollar value of Euro interest paid when received. Euro interest received is translated at the U.S. dollar spot rate of Euro on the date of receipt, regardless of whether the payment is converted into U.S. dollars on the date of receipt. A cash method U.S. Holder therefore generally will not have foreign currency gain or loss on receipt of a Euro interest payment but may have foreign currency gain or loss upon disposing of the Euro received.

A U.S. Holder of a 2019 Refinancing Note that uses the accrual method of accounting will be required to include in income the U.S. dollar value of Euro interest accrued during the accrual period. An accrual basis U.S. Holder may determine the amount of income recognised with respect to such interest using either of two methods, in either case regardless of whether the payments are in fact converted into U.S. dollars on the date of receipt. Under the first method, the U.S. dollar value of accrued interest is translated at the average Euro rate for the interest accrual period (or, with respect to an accrual period that spans two taxable years, the partial period within the taxable year). An accrual method U.S. Holder of a 2019 Refinancing Note that uses this first method will therefore recognise foreign currency gain or loss, as the case may be, on interest paid to the extent that the U.S. dollar/Euro exchange rate on the date the interest is received differs from the rate at which the interest income was accrued. Under the second method, the U.S. Holder can elect to accrue interest at the Euro spot rate on the last day of an interest accrual period (or, in the case of an accrual period that spans two taxable years, at the exchange rate in effect on the last day of the partial period within the taxable year) or, if the last day of an interest accrual period is within 5 business days of the receipt of such interest, the spot rate on the date of receipt. An election to accrue interest at the spot rate generally will apply to all foreign currency denominated debt instruments held by the U.S. Holder, and is irrevocable without the consent of the IRS. An accrual method U.S. Holder of a 2019 Refinancing Note that uses the second method but does not accrue interest at the spot rate on the date of receipt will therefore recognise foreign currency gain or loss, as the case may be, on interest paid to the extent that the U.S. dollar/Euro exchange rate on the date the interest is received differs from the rate at which the interest income was accrued. Regardless of the method used to accrue interest, a U.S. Holder may have additional foreign currency gain or loss upon a subsequent disposition of the Euro received.

It is anticipated that the 2019 Refinancing Notes will be issued with accrued interest. For U.S. federal income tax purposes, an election may be made to compute the issue price of a 2019 Refinancing Note issued with pre-issuance accrued interest by subtracting the amount of pre-issuance accrued interest from the total issue price. If the issue price is computed in this manner, a portion of the first stated interest payment equal to the excluded pre-issuance accrued interest will be treated as a return of such pre-issuance accrued interest and will not be considered a payment made on the 2019 Refinancing Notes. U.S. Holders should consult their own tax advisors regarding the U.S. federal income tax treatment of pre-issuance accrued interest.

Sale, Exchange, Redemption or Repayment of the 2019 Refinancing Notes

In general, a U.S. Holder of a 2019 Refinancing Note will have a basis in such 2019 Refinancing Note equal to the cost of such 2019 Refinancing Note to such holder (other than amounts attributable to pre-issuance accrued interest, as described above under "*—Treatment of the 2019 Refinancing Notes—Interest on the 2019 Refinancing Notes*") reduced by any payments thereon other than payments of stated interest. Upon a sale or exchange of the 2019 Refinancing Note, a U.S. Holder will generally recognise gain or loss equal to the difference between the amount realised (less any accrued interest, which would be taxable as interest) and the holder's tax basis in such 2019 Refinancing Note.

The amount realised on the sale, exchange, redemption or repayment of a 2019 Refinancing Note generally is determined by translating the Euro proceeds into U.S. dollars at the spot rate on the date the 2019 Refinancing Note is disposed of, while a U.S. Holder's adjusted tax basis in a 2019 Refinancing Note generally will be the cost of the 2019 Refinancing Note to the U.S. Holder, determined by translating the Euro purchase price into U.S. dollars at the spot rate on the date the 2019 Refinancing Note was purchased and reduced by the Euro value of any payments other than payments of stated interest. If, however, the 2019 Refinancing 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. An election by an accrual basis U.S. Holder to apply the spot exchange rate on the settlement date will be subject to the rules regarding currency translation elections described above, and cannot be changed without the consent of the IRS. The amount of foreign currency gain or loss realised with

respect to accrued but unpaid interest is the difference between the U.S. Dollar value of the interest based on the spot exchange rate on the date the 2019 Refinancing Notes are disposed of and the U.S. Dollar value at which the interest was previously accrued. The amount of foreign currency gain or loss with respect to principal will equal the difference between the U.S. dollar value of the principal amount of the 2019 Refinancing Note when payment is received or a 2019 Refinancing Note is disposed of (determined by the U.S. dollar spot rate for Euro on that date) and the U.S. dollar value of principal amount of the 2019 Refinancing Note on the date the 2019 Refinancing Note was acquired (determined by the U.S. dollar spot rate for Euro on the date of acquisition). Foreign currency gain or loss on a sale, exchange, redemption or repayment of a 2019 Refinancing Note is generally recognised only to the extent of total gain or loss on the transaction. A U.S. Holder will have a tax basis in Euro received on the sale, exchange or retirement of a 2019 Refinancing Note equal to the U.S. dollar value of the Euro on the relevant date.

Foreign currency gain or loss recognised by a U.S. Holder on the sale, exchange or other disposition of a 2019 Refinancing Note (including repayment at maturity) generally will be treated as ordinary income or loss. Gain or loss in excess of foreign currency gain or loss on a 2019 Refinancing Note generally will be treated as capital gain or loss. The deductibility of capital losses is subject to limitations. In the case of a non-corporate U.S. Holder, preferential rates may apply to any capital gain if such U.S. Holder's holding period for such 2019 Refinancing Notes exceeds one year.

Net Investment Income

Section 1411 of the Code imposes a 3.8 per cent. tax (in addition to other federal income taxes) on the net investment income of U.S. Holders who are individuals, estates or trusts to the extent net investment income exceeds an income threshold. Net investment income generally will include all income from the 2019 Refinancing Notes.

U.S. Holders, are urged to consult their tax advisors regarding the effect, if any, of Section 1411 and regulations thereunder on their investment in the 2019 Refinancing Notes in their particular circumstances.

Tax Treatment of Non-U.S. Holders of the 2019 Refinancing Notes

Subject to the discussion of FATCA below, payments on the 2019 Refinancing Notes to a Non-U.S. Holder, or gain realised on a sale, exchange, or redemption of such 2019 Refinancing Notes by such holder, will not be subject to U.S. federal withholding tax unless such Non-U.S. Holder is subject to backup withholding tax, as described below, as a result of failing to comply with applicable certification procedures to establish that it is not a U.S. Holder. Interest paid to a Non-U.S. Holder generally will not be subject to U.S. net income tax unless the interest is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Gain realised by a Non-U.S. Holder on the redemption or disposition of a 2019 Refinancing Note will not be subject to U.S. tax unless (i) the gain is effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business or (ii) the holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder will not be considered to be engaged in a trade or business within the United States solely by reason of holding 2019 Refinancing Notes as capital investments for U.S. federal income tax purposes.

If the Issuer were determined to be engaged in a trade or business within the United States, then interest paid on the 2019 Refinancing Notes to a Non-U.S. Holder could be subject to a 30 per cent. U.S. withholding tax unless an exemption applies. Interest paid on the 2019 Refinancing Notes to a Non-U.S. Holder would, however, generally be exempt if, among other things, the beneficial owner of such 2019 Refinancing Notes (a) is not a "10-percent shareholder" (under the Code) in respect of the Issuer, (b) is not a controlled foreign corporation (under the Code) related to the Issuer through equity ownership and (c) satisfies, directly or indirectly, applicable certification or documentary evidence requirements as to its non-U.S. status. As discussed above, the Issuer intends to continue to conduct its affairs in a manner designed to prevent the Issuer from being treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes including by complying with the requirements of the Operating Guidelines and the Transaction Documents designed to prevent the Issuer from being engaged in a trade or business in the United States.

FATCA Tax Reporting and Withholding

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on certain payments made to the Issuer, including potentially all interest paid on U.S. Collateral Debt Obligations and Eligible Investments unless the Issuer complies with the regulations in Ireland implementing the Ireland IGA. The Ireland IGA requires, among other things, that the Issuer collect and, in certain circumstances, provide to the Irish Revenue Commissioners (which will provide such information to the IRS) substantial information regarding certain direct and indirect holders of the 2019 Refinancing Notes unless the Issuer qualifies as a "Non-Reporting Irish Financial Institution" (as defined in the Ireland IGA) or is otherwise entitled to an exemption under FATCA. The required information will include the name, address, U.S. tax identification number and certain other information with respect to holders and certain direct and indirect owners of the holders.

The Issuer intends to comply with its obligations under the Ireland IGA and FATCA more generally. The Issuer anticipates that withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer is unable to achieve FATCA Compliance, including the Ireland IGA. In some cases, the Issuer's ability to achieve FATCA Compliance could depend on factors outside of the Issuer's control. For example, if an affiliate of the Issuer that is an FFI is not FATCA compliant (i.e., it fails to comply with, and is not exempted from complying with, FATCA), the Issuer itself may be prohibited from complying with FATCA. For this purpose an FFI affiliate generally is an FFI that is deemed to be part of an affiliated group that includes the Issuer (where, in general, such affiliates and the Issuer are deemed related through more than 50 per cent. ownership (by vote and value)).

Although the Issuer will not prohibit any person from holding more than 50 per cent. of the Issuer's equity, it may force the sale of all or a portion of the equity held by such a person if such holder is an FFI affiliate of the Issuer that is preventing the Issuer from complying with FATCA. For these purposes, the Issuer may sell a holder's interest in a 2019 Refinancing Note in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve FATCA Compliance. Moreover, if a holder fails to provide the Issuer with correct, complete and accurate information that may be required for the Issuer to achieve FATCA Compliance, the Issuer is authorised to withhold amounts otherwise distributable to the holder, to compel the holder to sell its 2019 Refinancing Notes and, if the holder does not sell its 2019 Refinancing Notes within 10 Business Days after notice from the Issuer, to sell the holder's 2019 Refinancing Notes on behalf of the holder.

No assurance can be given that the Issuer will be able to take all necessary actions or that actions taken will be successful to minimise the impact of FATCA. The Issuer's ability to avoid adverse consequences under FATCA may not be within the control of the Issuer and, for example, may depend on the actions of the holder (and each foreign withholding agent (if any) in the chain of custody). The rules under FATCA or under the Ireland IGA, may also change in the future. Notwithstanding the foregoing discussion, future guidance under FATCA or Irish regulations implementing the Ireland IGA may subject payments on Classes of 2019 Refinancing Notes that are recharacterised as equity for U.S. federal income tax purposes and 2019 Refinancing Notes that are materially modified more than six months after the issuance of such future guidance, to a withholding tax of 30 per cent. if any FFI that holds any such Note, or through which any such Note is held, has not entered into an information reporting agreement with the IRS under FATCA or complied with the terms of a relevant intergovernmental agreement. This withholding tax will not apply to payments made prior to two years after the date on which final Treasury regulations on this issue are published. In the future, proceeds from the sale or other disposition of U.S. Collateral Debt Obligations may also become subject to a withholding tax of 30 per cent. under FATCA. Until final Treasury regulations are issued, however, the Issuer and any withholding agent may rely on proposed Treasury regulations that eliminate FATCA withholding on such gross proceeds.

FATCA, including the provisions of the Ireland IGA and the regulations implementing the Ireland IGA are complex and their application to the Issuer is not entirely certain as the rules and regulations continue to be issued and revised. Each Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its particular circumstance.

Information Reporting and Backup Withholding Tax

Information reporting to the IRS generally will be required with respect to payments on the 2019 Refinancing Notes and proceeds of the sale of the 2019 Refinancing Notes to holders other than corporations or other exempt recipients. A "backup" withholding tax will apply to those payments if such holder fails to provide certain identifying information (e.g., such holder's taxpayer identification number) to the Trustee or other paying agent. Non-U.S. Holders generally will be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the IRS. U.S. 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 2019 Refinancing Notes.

Specified Foreign Financial Assets (IRS Form 8938)

Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of U.S.$50,000 on the last day of the tax year or in excess of $75,000 at any time during the tax year are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR HOLDER. EACH PROSPECTIVE HOLDER IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE 2019 REFINANCING NOTES UNDER THE HOLDER'S OWN CIRCUMSTANCES.

USE OF PROCEEDS

The proceeds of the issue of the 2019 Refinancing Notes will be €320,362,750 including the total Accrued Interest Amount. Such proceeds will be used by the Issuer to redeem the 2019 Refinanced Notes at the aggregate Redemption Prices of the entire Class of Rated Notes subject to optional redemption. Refinancing Costs will be paid as Administrative Expenses and/or Trustee Fees and Expenses, as applicable, in accordance with the Conditions on the 2019 Refinancing Date.

GENERAL INFORMATION

Clearing Systems

The 2019 Refinancing Notes of each Class have been accepted for clearance through Euroclear and Clearstream, Luxembourg.

ISINs

The Common Code and International Securities Identification Number ("**ISIN**") for the Notes of each Class:

	Regulation S Notes		**Rule 144 A Notes**	
	ISIN	**Common Code**	**ISIN**	**Common Code**
Class A Notes	XS2073637741	207363774	XS2073638632	207363863
Class B-1 Notes	XS2073638129	207363812	XS2073638715	207363871

Listing

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its Global Exchange Market, which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II. There can be no assurance that such approval will be granted or, if granted that such listing will be maintained. The Non-Refinanced Notes are already admitted to the Official List and trading on the Regulated Market. The Non-Refinanced Notes will be delisted from the Regulated Market and listed on the Global Exchange Market on the 2019 Refinancing Date.

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 2019 Refinancing Notes. The issue of the 2019 Refinancing Notes was authorised by resolutions of the board of Directors of the Issuer passed on 21 November 2019.

No Significant or Material Change

There has been no significant change in the financial or trading position or prospects of the Issuer, and there has been no material adverse change in the financial position or prospects of the Issuer, since the date of its last financial statements as at and for the year ending 31 December 2018.

No Litigation

The Issuer is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the previous twelve months which may have, or have in such period had, a significant effect on the financial position or profitability of the Issuer.

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 last financial statements of the Issuer were prepared in respect of the period from 1 January 2018 to 31 December 2018. The annual accounts of the Issuer are audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide written confirmation to the Trustee on an annual basis and otherwise promptly on request that no Event of Default or 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 (f) and (g) below, will be available for collection free of charge) at the registered offices of Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution;

(b) this Offering Circular;

(c) the Trust Deed (which includes the form of the 2019 Refinancing Notes);

(d) the Agency Agreement;

(e) the Investment Management Agreement;

(f) each Monthly Report;

(g) each Payment Date Report;

(h) the Risk Retention Letter;

(i) the Original Risk Retention Letter;

(j) the 2019 Deed of Amendment;

(k) each Hedge Agreement (to the extent these are required to be disclosed pursuant to Article 7 of the Securitisation Regulation);

(l) the deeds of charge relating to the Hedge Agreements;

(m) the Issuer's audited financial statements as at and for the years ended 31 December 2017 and 31 December 2018, together with the audit reports thereon;

(n) the Euroclear Security Agreement; and

(o) the Share Charge.

Drafts or final executed copies (as applicable) of the documents set out above at paragraphs (b), (c), (i) to (l) and (o) above have been made available on the Collateral Administrator's website currently located at https://gctinvestorreporting.bnymellon.com prior to the pricing date for the transaction described herein. Copies of the final form of such documents shall be made available on such website within five Business Days of the 2019 Refinancing Date.

Enforceability of Judgments

The Issuer is a company incorporated under the laws of Ireland. None of the Directors of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments

obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

Documents Incorporated by Reference

The 2017 Prospectus is included herein at Annex A and is expressly incorporated herein as an integral part of this Offering Circular. The information in this Offering Circular should be read in conjunction with the 2017 Prospectus. The changes described herein supersede all statements which are inconsistent therewith in the 2017 Prospectus.

Unless the context otherwise specifically requires, all references in the 2017 Prospectus to a relevant Class of Notes shall be a reference to the same Class of Notes as defined herein (as the context requires) and all references in the 2017 Prospectus to the Notes shall include the 2019 Refinancing Notes (as the context requires). All references in the 2017 Prospectus to the "Main Securities Market" shall be construed as references to the "Global Exchange Market" (as the context requires). All references in the 2017 Prospectus to the Trust Deed (or any other Transaction Document) shall be to the Trust Deed (or any other Transaction Document) as amended by the 2019 Deed of Amendment.

The audited financial statements of the Issuer for the financial years ending 31 December 2017 and 31 December 2018 were filed with the Central Bank of Ireland and the Irish Stock Exchange and shall be deemed to be incorporated by reference via the websites: https://www.ise.ie/debt_documents/Signed%20Financial%20Statements%20CLO%20XI%20-%202017%20-%20searchable%20(002)_47cd4447-85ab-4f4c-9ed0-c650e5b68b99.PDF and https://www.ise.ie/debt_documents/Avoca%20CLO%20XI%20-%20Signed%20FS%20(incl%20Audit%20report)%20-%20searchable_3596fbcc-10c3-4e1a-ad1b-c0ca33f94d81.pdf respectively. Other than the websites listed herein under "*Documents incorporated by Reference*", websites referred to in this Offering Circular do not form part of this Offering Circular.

INDEX OF DEFINED TERMS

ANNEX A – 2017 PROSPECTUS

Avoca CLO XI Designated Activity Company
(a designated activity company incorporated under the laws of Ireland, with company number 538500)

€3,000,000 Class X Senior Secured Floating Rate Notes due 2030
€300,000,000 Class A-R Senior Secured Floating Rate Notes due 2030
€20,000,000 Class B-1R Senior Secured Fixed Rate Notes due 2030
€27,000,000 Class B-2R Senior Secured Floating Rate Notes due 2030
€13,000,000 Class B-3R Senior Secured Floating Rate Notes due 2030
€21,000,000 Class C-1R Deferrable Mezzanine Floating Rate Notes due 2030
€15,000,000 Class C-2R Deferrable Mezzanine Floating Rate Notes due 2030
€23,000,000 Class D-R Deferrable Mezzanine Floating Rate Notes due 2030
€27,500,000 Class E-R Deferrable Junior Floating Rate Notes due 2030
€15,800,000 Class F-R Deferrable Junior Floating Rate Notes due 2030
€58,500,000 Subordinated Notes due 2030

The assets securing the Notes will consist of a portfolio of Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Mezzanine Obligations and High Yield Bonds managed by KKR Credit Advisors (Ireland) Unlimited Company (formerly Avoca Capital Holdings) (the "**Investment Manager**", which term shall include its permitted successors and assigns pursuant to the terms of the Investment Management Agreement).

On 5 June 2014 (the "**Original Issue Date**") Avoca CLO XI Designated Activity Company (formerly known as Avoca CLO XI Limited) (the "**Issuer**") issued €275,000,000 Class A Senior Secured Floating Rate Notes due 2027 (the "**Original Class A Notes**"), €18,000,000 Class B-1 Senior Secured Fixed Rate Notes due 2027 (the "**Original Class B-1 Notes**"), €61,000,000 Class B-2 Senior Secured Floating Rate Notes due 2027 (the "**Original Class B-2 Notes**" and, together with the Original Class B-1 Notes, the "**Original Class B Notes**"), €24,500,000 Class C Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class C Notes**"), €31,500,000 Class D Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class D Notes**"), €32,500,000 Class E Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class E Notes**"), €17,500,000 Class F Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class F Notes**" and, together with the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes and the Original Class E Notes, the "**Refinanced Notes**") and €58,500,000 Subordinated Notes due 2027 (the "**Subordinated Notes**" and, together with the Refinanced Notes, the "**Original Notes**"). The Original Notes were issued and secured pursuant to a trust deed (the "**Original Trust Deed**") dated the Original Issue Date made between (amongst others) the Issuer and Law Debenture Trust Company of New York.

On or about 26 May 2017 (the "**Issue Date**", and with respect to the Refinanced Notes, the "Redemption Date" for purposes of the Original Trust Deed), the Issuer will, subject to the satisfaction of certain conditions, refinance the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes, the Original Class E Notes and the Original Class F Notes by issuing €3,000,000 Class X Senior Secured Floating Rate Notes due 2030 (the "**Class X Notes**"), €300,000,000 Class A-R Senior Secured Floating Rate Notes due 2030 (the "**Class A Notes**"), €20,000,000 Class B-1R Senior Secured Fixed Rate Notes due 2030 (the "**Class B-1 Notes**"), €27,000,000 Class B-2R Senior Secured Floating Rate Notes due 2030 (the "**Class B-2 Notes**"), €13,000,000 Class B-3R Senior Secured Floating Rate Notes due 2030 (the "**Class B-3 Notes**" and, together with the Class B-1 Notes and the Class B-2 Notes, the "**Class B Notes**"), €21,000,000 Class C-1R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-1 Notes**"), €15,000,000 Class C-2R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-2 Notes**" and, together with the Class C-1 Notes, the "**Class C Notes**"), €23,000,000 Class D-R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class D Notes**"), €27,500,000 Class E-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class E Notes**"), €15,800,000 Class F-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class F Notes**" and, together with the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Refinancing Notes**") and the Refinancing Notes together with the Subordinated Notes (as amended pursuant to the Supplemental Trust Deed described below, including as to the Maturity Date thereof, the "**Notes**").

The Refinancing Notes will be issued and secured pursuant to a deed of novation and supplemental trust deed to the Original Trust Deed (the "**Supplemental Trust Deed**") dated on or about the Issue Date made between (amongst others) the Issuer and The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York), in its capacity as trustee (the "**Trustee**" and the Original Trust Deed, as supplemented by the Supplemental Trust Deed, the "**Trust Deed**").

Interest on the Notes will be payable (a)(i) quarterly in arrear on 15 January, 15 April, 15 July and 15 October at any time other than following the occurrence of a Frequency Switch Event (as defined herein); and (ii) semi-annually in arrear following the occurrence of a Frequency Switch Event on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event is 15 January or 15 July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event is 15 April or 15 October), commencing on 17 July 2017 and ending on the Maturity Date (as defined herein), (b) on any Redemption Date and (c) on any Unscheduled Payment Date (as defined herein) (in each case in accordance with the Priorities of Payments described herein and subject to adjustment for non-Business Days in accordance with the Conditions).

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

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

The Investment Manager has informed the Issuer and the Initial Purchaser that it does not intend to retain a risk retention interest contemplated by the U.S. Risk Retention Rules in connection with the refinancing transaction described in this Prospectus or the Refinancing Notes in reliance on the Foreign Safe Harbor. Consequently, the Refinancing Notes sold in the initial syndication of this Offering may not be purchased by, and will not be sold to any person except for (a) persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**") or (b) persons that have obtained a U.S. Risk Retention Waiver (as defined herein) from the Investment Manager. Any purchase or transfer of the Refinancing Notes in breach of this requirement will result in the affected Refinancing Notes becoming subject to forced transfer provisions. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" in Regulation S. See "*Risk Factors - General - U.S. Risk Retention*" and "*Risk Factors - Relating to the Notes - Forced Transfer*".

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Directive 2003/71/EC (as amended) (the "**Prospectus Directive**"). The Central Bank has approved this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange plc (the "**Irish Stock Exchange**") for the Refinancing Notes to be admitted to the Official List (the "**Official List**") and trading on its regulated market (the "**Main Securities Market**"). The Main Securities Market is a regulated market for the purposes of Directive 2004/39/EC (as amended) (the "**Markets in Financial Instruments Directive**"). It is anticipated that listing and admission to trading of the Refinancing Notes will take place on or about the Issue Date. The Subordinated Notes are already admitted to the Official List and trading on the Main Securities Market. There can be no assurance that any such listing will be granted or maintained. Upon approval of this Prospectus by the Central Bank, this Prospectus will be filed with the Irish Companies Registration Office in accordance with Regulation 38(1)(b) of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) of Ireland.

This Prospectus comprises a "prospectus" for the purposes of the Prospectus Directive.

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

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 Issuer Irish Account and the rights of the Issuer under the Corporate Services Agreement (each as defined herein)) of the Issuer will not be available for payment of such shortfall, all claims in respect of which shall be extinguished. See Condition 4(c) (*Limited Recourse and Non-Petition*).

THE REFINANCING NOTES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND WILL BE OFFERED ONLY: (A) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")); AND (B) WITHIN THE UNITED STATES TO PERSONS AND OUTSIDE THE UNITED STATES TO U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S ("**U.S. PERSONS**")), IN EACH CASE, WHO ARE BOTH QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT AND QUALIFIED PURCHASERS FOR THE PURPOSES OF SECTION 3(c)(7) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ISSUER WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT. INTERESTS IN THE REFINANCING NOTES WILL BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, AND EACH PURCHASER OF REFINANCING NOTES OFFERED HEREBY IN MAKING ITS PURCHASE WILL BE DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGEMENTS, REPRESENTATIONS AND AGREEMENTS. SEE "*Plan of Distribution*" AND "*Transfer Restrictions*".

The Refinancing Notes will be offered by the Issuer through Morgan Stanley & Co. International plc in its capacity as initial purchaser of the offering of such Refinancing Notes (the "**Initial Purchaser**") subject to prior sale, when, as and if delivered to and accepted by the Initial Purchaser, and to certain conditions. It is expected that delivery of the Refinancing Notes will be made on or about the Issue Date. The Initial Purchaser may offer the Refinancing Notes at prices as may be negotiated at the time of sale which may vary among different purchasers.

Morgan Stanley & Co. International plc

Sole Arranger and Initial Purchaser

The date of this Prospectus is 24 May 2017

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import. The Investment Manager accepts responsibility for the information contained in the sections of this document headed "Risk Factors – Certain conflicts of interest – Investment Manager Conflicts of Interest" and "The Investment Manager" and to the best of the knowledge and belief of the Investment Manager (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Trustee accepts responsibility for the information contained in the section of this document headed "Description of the Trustee" and to the best of the knowledge and belief of the Trustee (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" and to the best of the knowledge and belief of the Collateral Administrator (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Retention Holder accepts responsibility for the information contained in the section of this document headed "The Retention Holder and the EU Retention Requirements – Description of the Retention Holder" and 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. The Initial Purchaser accepts responsibility for the information contained in the section of this document headed "Risk Factors – Certain conflicts of interest – Certain Conflicts of Interest Involving or Relating to Morgan Stanley & Co. International plc and its Affiliates" and to the best of the knowledge and belief of the Initial Purchaser (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 delivery of this Prospectus at any time does not imply that the information herein is correct at any time subsequent to the date of this Prospectus.

None of the Initial Purchaser (save in respect of the section headed "Risk Factors – Certain conflicts of interest – Certain Conflicts of Interest Involving or Relating to Morgan Stanley & Co. International plc and its Affiliates"), the Trustee (save in respect of the section headed "Description of The Trustee"), the Investment Manager (save in respect of the sections headed "Risk Factors – Certain conflicts of interest – Investment Manager Conflicts of Interest" and "The Investment Manager"), the Collateral Administrator (save in respect of the section headed "Description of the Collateral Administrator"), any Agent, any Hedge Counterparty, the Retention Holder (save in respect of the section headed "The Retention Holder and the EU Retention Requirements – Description of the Retention Holder") or any other party has separately verified the information contained in this Prospectus and, accordingly, none of the Initial Purchaser, (save as specified above), the Trustee (save as specified above), the Investment Manager (save as specified above), the Collateral Administrator (save as specified above), any Agent, any Hedge Counterparty, the Retention Holder (save as specified above) 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 Prospectus or in any further notice or other document which may at any time be supplied in connection with the Refinancing Notes or their distribution or accepts any responsibility or liability therefor. None of the Initial Purchaser, the Trustee, the Investment Manager, the Collateral Administrator, any Agent, any Hedge Counterparty, the Retention Holder or any other party undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Refinancing

Notes of any information coming to the attention of any of the aforementioned parties which is not included in this Prospectus.

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

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

*In this Prospectus, unless otherwise specified or the context otherwise requires, all references to "**Euro**", "**euro**", "**€**" and "**EUR**" are to the lawful currency of the Member States of the European Union that have adopted and retain the single currency in accordance with the Treaty on the Functioning of the European Union, as amended from time to time; provided that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s) and any references to "**US Dollar**", "**US dollar**", "**USD**", "**U.S. Dollar**" or "**$**" shall mean the lawful currency of the United States of America.*

In connection with the issue of the Refinancing Notes, no stabilisation will take place and Morgan Stanley & Co. International plc will not act as stabilising manager in respect of the Refinancing Notes.

Each of S&P and Moody's are established in the EU and are registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").

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

The Issuer is not and will not be regulated by the Central Bank as a result of issuing the Refinancing Notes. Any investment in the Refinancing Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank.

NOTICE TO INVESTORS

NOTICE TO KOREAN INVESTORS

The Subordinated Notes may be characterised as "debt securities" as defined under Article 4(3) of the Financial Investment Services and Capital Markets Act of Korea (the "**FSCMA**") or as any security listed under Article 4(2) of the FSCMA. No communication (whether written or oral) with the Issuer or its Affiliates, representatives, agents or counsel (including the usage of the terms or expressions of "**note**", "**security**", "**bond**" or "**instrument**") shall be deemed to be an assurance or guarantee that the Subordinated Notes will be characterised as debt securities under Korean laws and regulations and the generally accepted accounting principles in Korea ("**KGAAP**"). Each resident of Korea who purchases any Subordinated Notes shall be considered to be capable of assessing or analysing the legal nature or characterisation of the Subordinated Notes under Korean laws and regulations and KGAAP (based upon its own judgement and upon advice from such advisers as it has deemed necessary) and understanding the consequences and risks from the re-characterisation of the Subordinated Notes.

RETENTION REQUIREMENTS

Each prospective investor in the Refinancing Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction are sufficient to comply with the EU Retention Requirements or any other regulatory requirement. None of the Issuer, the Investment Manager, the Initial Purchaser, the Retention Holder, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the EU Retention Requirements or any other applicable legal, regulatory or other requirements. Each prospective investor in the Refinancing Notes which is subject to the EU Retention Requirements or any other regulatory requirement should consult with its own legal, accounting and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain.

The Investment Manager has informed the Issuer and the Initial Purchaser that it does not intend to retain a risk retention interest contemplated by the U.S. Risk Retention Rules in connection with the refinancing transaction described in this prospectus or the Refinancing Notes in reliance on the Foreign Safe Harbor. None of the Trustee, the Initial Purchaser, any Agent, any Hedge Counterparty or any other party (other than the Retention Holder) provides any assurances regarding, or assumes any responsibility for, the Investment Manager's compliance with the U.S. Risk Retention Rules prior to, on or after the Issue Date.

See "*Risk Factors – Regulatory Initiatives*", "*Risk Factors – Risk Retention in Europe*", "*Risk Factors – Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention*", "*Risk Factors – U.S. Risk Retention Rules*" and "*The Retention Holder and the EU Retention Requirements*" below.

VOLCKER RULE AND ISSUER RELIANCE ON RULE 3a-7

As of the Issue Date, the Issuer has not been registered under the Investment Company Act and has relied on both Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act. However, the Issuer (or the Investment Manager on its behalf) may elect, subject to satisfaction of the Opt Out Condition or the Regulatory Change Condition, as applicable, not to rely on the exclusion from the Investment Company Act provided by Rule 3a-7. So long as the Issuer relies on Rule 3a-7, its ability (and the ability of the Investment Manager on its behalf) to acquire and dispose of Collateral Debt Obligations may be limited, which could adversely affect its ability to realize gains, mitigate losses or reinvest principal payments or sale proceeds. See "*The Portfolio – Sale of Collateral*

Debt Obligations" and "*The Portfolio – Reinvestment of Collateral Debt Obligations*". If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule. However, whilst the Issuer may take these and other steps to comply with a different exception to the definition of "covered fund", there is no guarantee that any such steps would be successful. Accordingly, the Issuer may become a "covered fund" in the future and banking entities and other entities subject to the Volcker Rule would be restricted from acquiring and retaining certain ownership interests in the Issuer. Investors in the Refinancing Notes are responsible for analysing their own regulatory position and none of the Issuer, the Initial Purchaser, the Investment Manager, the Trustee or any of their Affiliates makes any representation to any prospective investor or purchaser of the Refinancing Notes regarding the application of the Volcker Rule or Rule 3a-7 under the Investment Company Act to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

See "*Risk Factors – Non-compliance with restrictions on ownership of the Notes and the Investment Company Act could adversely affect the Issuer*" below.

Information as to placement within the United States

The Notes of each Class offered pursuant to an exemption from registration requirements under Rule 144A under the Securities Act ("**Rule 144A**") (the "**Rule 144A Notes**") will be sold only within the United States to persons and outside the United States to U.S. persons (as such term is defined in Regulation S), in each case, who are "qualified institutional buyers" (as defined in Rule 144A) ("**QIBs**") that are also "qualified purchasers" for purposes of Section 3(c)(7) of the Investment Company Act ("**QPs**"). Rule 144A Notes of each Class (other than, in certain circumstances as described below, Class E Notes, the Class F Notes and Subordinated Notes) will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Rule 144A Global Certificate**" and together, the "**Rule 144A Global Certificates**") or in some cases 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 S.A./N.V., as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or in the case of Rule 144A Definitive Certificates, the registered holder thereof. The Notes of each Class sold outside the United States to non-U.S. persons in reliance on Regulation S ("**Regulation S**") under the Securities Act (the "**Regulation S Notes**") will each (other than, in certain circumstances as described below, Class E Notes, the Class F Notes and Subordinated Notes) 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 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.

Except in the limited circumstances described herein, Notes in definitive, certificated, fully registered form will not be issued (other than, in certain circumstances as described below, with respect to the Class E Notes, the Class F Notes and the Subordinated Notes). Any Class E Notes, any Class F Notes and any Subordinated Notes sold to Plans will be issued in definitive, certificated, fully registered form, registered in the name of the holder (or a nominee thereof) pursuant to the Trust Deed, and will be offered (i) outside the United States to non-U.S. persons in reliance on Regulation S and (ii) within the United States to persons and outside the United States to U.S. persons, in each case who are both QIBs and QPs (in reliance on Rule 144A) and, in each case, will be registered in the name of the holder (or a nominee thereof). In each case, purchasers and transferees of notes will be deemed and in certain circumstances will be required to have made certain representations and agreements. See "*Form of the Notes*", "*Book Entry Clearance Procedures*", "*Plan of Distribution*" and "*Transfer Restrictions*" below.

The Refinancing Notes sold in the initial syndication of this Offering may not be purchased by, and will not be sold to any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Waiver from the Investment Manager. Purchasers and transferees of the Refinancing Notes, including beneficial interests therein, will be deemed and in certain circumstances will be required to have made certain representations and agreements, including that each purchaser in the initial syndication of this Offering (1) either (a) is not a Risk Retention U.S. Person or (b) has received a U.S. Risk Retention Waiver from the Investment Manager, and (2) is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules. Further, interests in any Regulation S Note may not be exchanged for interests in a Rule 144A Note or otherwise sold or transferred to a Risk Retention U.S. Person at any time during the U.S. Risk Retention Restricted Period. Any purchase or transfer of the Refinancing Notes in breach of this requirement will result in the affected Refinancing Notes becoming subject to forced transfer provisions. See "*Risk Factors - U.S. Risk Retention*" and "*Forced Transfer*" below.

The Issuer has not been registered under the Investment Company Act and has relied on both Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act, provided that the Issuer (or the Investment Manager on its behalf) may elect, subject to satisfaction of the Opt Out Condition or the Regulatory Change Condition, as applicable, not to rely on the exclusion from the Investment Company Act provided by Rule 3a-7. If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule. However, whilst the Issuer may take these and other steps to comply with a different exception to the definition of "covered fund", there is no guarantee that any such steps would be successful. Accordingly, the Issuer may become a "covered fund" in the future and banking entities and other entities subject to the Volcker Rule would be restricted from acquiring and retaining certain ownership interests in the Issuer.

Each purchaser of an interest in the Refinancing Notes (other than a non-U.S. person outside the United States) will be deemed to have represented and agreed that it is 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 and may be resold, pledged or otherwise transferred only (1) to the Issuer (upon redemption thereof or otherwise), (2) to a person the purchaser reasonably believes is a QIB which is also a QP, in a transaction meeting the requirements of Rule 144A, or (3) outside the United States to a non-U.S. person in an offshore transaction in reliance on Regulation S, in each case, in compliance

with the Trust Deed and all applicable securities laws of any state of the United States or any other jurisdiction. See "*Transfer Restrictions*".

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

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

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

U.S. TAX DISCLOSURE

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

AVAILABLE INFORMATION

To permit compliance with the Securities Act in connection with the sale of the Notes in reliance on Rule 144A, the Issuer will be required under the Trust Deed to furnish upon request to a holder or beneficial owner who is a QIB of a Note sold in reliance on Rule 144A or a prospective investor who is a QIB designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is neither a reporting company under Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 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 free of charge at the office of the Principal Paying Agent.

GENERAL NOTICE

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

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 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.

COMMODITY POOL REGULATION

IF TRADING IN HEDGE AGREEMENTS WOULD RESULT IN THE ISSUER'S ACTIVITIES FALLING WITHIN THE DEFINITION OF A "COMMODITY POOL" UNDER THE COMMODITY EXCHANGE ACT, THE INVESTMENT MANAGER EXPECTS TO BE EXEMPT FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**") AS A COMMODITY POOL OPERATOR (A "**CPO**") OR COMMODITY TRADING ADVISOR (A "**CTA**") PURSUANT TO CERTAIN GUIDANCE PROVIDED BY THE CFTC. THEREFORE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER WOULD NOT BE REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE INVESTORS, NOR WOULD IT BE REQUIRED TO PROVIDE INVESTORS WITH CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS.

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OVERVIEW

The following overview does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Prospectus (this "**Prospectus**") and related documents referred to herein, it being understood and agreed by each investor and prospective investor in the Refinancing Notes that the Initial Purchaser (i) did not participate in the preparation of any Monthly Report or any financial statements of the Issuer, (ii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the Monthly Reports and (iii) shall have no responsibility whatsoever for the contents of any Monthly Report or any financial statements of the Issuer. 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 Prospectus. An index of defined terms appears at the back of this Prospectus. References to a "**Condition**" are to the specified Condition in the "*Terms and Conditions of the Notes*" below and references to "**Conditions of the Notes**" are to the "*Terms and Conditions of the Notes*" below. For a discussion of certain risk factors to be considered in connection with an investment in the Notes, see "*Risk Factors*".

Issuer	Avoca CLO XI Designated Activity Company (formerly known as Avoca CLO XI Limited), a designated activity company incorporated under the laws of Ireland with company number 538500 and registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.
Investment Manager	KKR Credit Advisors (Ireland) Unlimited Company (formerly known as Avoca Capital Holdings).
Trustee	The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York).
Initial Purchaser	Morgan Stanley & Co. International plc.
Collateral Administrator	The Bank of New York Mellon SA/NV acting through its office at 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.

Notes

Class of Notes	Principal Amount	Initial Stated Interest Rate[1]	Alternative Stated Interest Rate[2]	S&P Ratings of at least[3]	Moody's Ratings of at least[3]	Maturity Date	Issue Price[4]
X	€3,000,000	3 month EURIBOR + 0.68% per annum	6 month EURIBOR + 0.68% per annum	"AAA(sf)"	"Aaa (sf)"	2030	100%
A	€300,000,000	3 month EURIBOR + 0.89% per annum	6 month EURIBOR + 0.89% per annum	"AAA(sf)"	"Aaa (sf)"	2030	100%
B-1	€20,000,000	2.25% per annum	2.25% per annum	"AA(sf)"	"Aa2 (sf)"	2030	100%
B-2	€27,000,000	3 month EURIBOR + 1.55% per annum	6 month EURIBOR + 1.55% per annum	"AA(sf)"	"Aa2 (sf)"	2030	100%
B-3	€13,000,000	3 month EURIBOR + 1.75% per annum during the Non-Call Period; 3 month EURIBOR + 1.55% per annum following the expiry of the Non-Call Period	6 month EURIBOR + 1.75% per annum during the Non-Call Period; 6 month EURIBOR + 1.55% per annum following the expiry of the Non-Call Period	"AA(sf)"	"Aa2 (sf)"	2030	100%
C-1	€21,000,000	3 month EURIBOR + 2.15% per annum	6 month EURIBOR + 2.15% per annum	"A(sf)"	"A2 (sf)"	2030	100%
C-2	€15,000,000	3 month EURIBOR + 2.35% per annum during the Non-Call Period; 3 month EURIBOR + 2.15% per annum following the expiry of the Non-Call Period	6 month EURIBOR + 2.35% per annum during the Non-Call Period; 6 month EURIBOR + 2.15% per annum following the expiry of the Non-Call Period	"A(sf)"	"A2 (sf)"	2030	100%
D	€23,000,000	3 month EURIBOR + 3.05% per annum	6 month EURIBOR + 3.05% per annum	"BBB(sf)"	"Baa2 (sf)"	2030	100%

E	€27,500,000	3 month EURIBOR + 5.00% per annum	6 month EURIBOR + 5.00% per annum	"BB(sf)"	"Ba2 (sf)"	2030	95.76%
F	€15,800,000	3 month EURIBOR + 6.40% per annum	6 month EURIBOR + 6.40% per annum	"B-(sf)"	"B2 (sf)"	2030	91.27%
Subordinated	€58,500,000	N/A	N/A	Not Rated	Not Rated	2030	N/A

1 Applicable at any time prior to the occurrence of a Frequency Switch Event, provided that the rate of interest on the Rated Notes for the period from, and including, the Issue Date to, but excluding, the first Payment Date will be determined by reference to a straight line interpolation of 1 month EURIBOR and 3 month EURIBOR. Payment of interest on the Subordinated Notes will be made on an available funds basis in accordance with the Priorities of Payment. The Applicable Margin or spread over EURIBOR, in the case of the Floating Rate Notes and the Class B-1 Fixed Rate of Interest, in the case of the Fixed Rate Notes, may be reduced pursuant to a refinancing in accordance with Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*).

2 Applicable following the occurrence of a Frequency Switch Event.

3 The ratings assigned to the Class X Notes, the Class A Notes and the Class B Notes by S&P address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes by S&P address the ultimate payment of principal and interest. The ratings assigned to the Rated Notes by Moody's 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 Prospectus, each of the Rating Agencies is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended) ("**CRA3**"). As such, each Rating Agency is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with CRA3.

4. The Initial Purchaser may, on behalf of the Issuer, offer the Refinancing Notes at other prices as may be negotiated at the time of sale.

Eligible Purchasers

The Refinancing Notes of each Class will be offered:

(a) outside of the United States to non-U.S. persons in "offshore transactions" in reliance on Regulation S; and

(b) within the United States to persons and outside the United States to U.S. persons, in each case, who are QIB/QPs.

The Refinancing Notes sold pursuant to the initial syndication of this Offering may not be purchased by, and will not be sold to any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Waiver from the Investment Manager. Any purchase or transfer of the Refinancing Notes in breach of this requirement will result in the affected Refinancing Notes becoming subject to forced transfer provisions. See "*Risk Factors - General - U.S. Risk Retention*" and "*Risk Factors - Relating to the Notes - Forced Transfer*".

Distributions on the Notes

Payment Dates

Interest on the Notes will be payable:

(a) following the occurrence of a Frequency Switch Event on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event is either 15 January or 15 July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event is either 15 April or 15 October); and

(b) at all other times, 15 January, 15 April, 15 July and 15 October,

in each case, in each year commencing 17 July 2017, up to and including the Maturity Date and any Redemption 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).

Subject to the prior redemption in full of the Rated Notes, the Issuer or the Investment Manager on its behalf may (and shall, in either case, if so directed by an Ordinary Resolution of the Subordinated Noteholders) designate a Business Day other than a Scheduled Payment Date as an Unscheduled Payment Date. See Condition 3(k) (*Unscheduled Payment Dates*).

Frequency Switch Event

A Frequency Switch Event shall occur if, on any Frequency Switch Measurement Date:

(a) (i) the Aggregate Principal Balance (determined in accordance with the definition thereof, excluding Defaulted Obligations) of Collateral Debt Obligations that reset so as to become Semi-Annual Obligations in the previous Due Period (or where such Due Period is the first Due Period, in the last three months of such Due Period), is greater than or equal to 20 per cent. of the Aggregate Collateral Balance (the Aggregate Collateral Balance being determined in accordance with the definition thereof, excluding Defaulted Obligations); (ii) for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of

Interest Coverage Amount shall be deemed to be equal to zero); and (iii) for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the relevant Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the relevant Interest Coverage Ratio); or

(b) the Investment Manager declaring in its sole discretion that a Frequency Switch Event shall have occurred (*provided that* for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the relevant Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the relevant 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 Investment Manager to the Rating Agencies, the Calculation Agent, the Issuer, the Principal Paying Agent, the Trustee, the Transfer Agents 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.

Interest

Interest in respect of the Rated Notes will be payable semi-annually in arrear following the occurrence of a Frequency Switch Event and quarterly in arrear at all other times, in each case, on each Payment Date (with the first Payment Date occurring on 17 July 2017) in accordance with the Priorities of Payments.

Interest shall be payable on the Subordinated Notes on each Payment Date to the extent funds are available in accordance with the Priorities of Payments.

Deferral of Interest

Failure on the part of the Issuer to pay the Interest Amounts due and payable on any Class of Rated Notes pursuant to Condition 6 (*Interest*) and the Priorities of Payments shall not be an Event of Default pursuant to Condition 10(a)(i) (*Non-payment of interest*) unless and until such failure continues for a period of at least five Business Days save in the case of administrative error or omission only, where such failure continues for a period of at least 10 Business Days and:

(a) in the case of the non-payment of interest due and payable on the Class C Notes, the Class X Notes, the Class A Notes and the Class B Notes have been redeemed in full;

(b) in the case of the non-payment of interest due and payable on the Class D Notes, the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes have been redeemed in full;

(c) in the case of the non-payment of interest due and payable on the Class E Notes, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in full; and

(d) in the case of the non-payment of interest due and payable on the Class F Notes, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes have been redeemed in full,

and except in each case as the result of any deduction therefrom or the imposition of any withholding tax thereon as

set out in Condition 9 (*Taxation*).

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

Non-payment of residual distributions in respect of the Subordinated Notes as a result of the insufficiency of available Interest Proceeds will not constitute an Event of Default.

Redemption of the Notes

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

(a) on the Maturity Date (see Condition 7(a) (*Final Redemption*));

(b) on any Payment Date 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) after the Reinvestment Period, on each Payment Date out of Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date (see Condition 7(e) (*Redemption Following Expiry of the Reinvestment Period*));

(e) on any Payment Date during the Reinvestment Period at the discretion of the Investment Manager (acting on behalf of the Issuer) following certification by the Investment Manager to the Trustee that, using reasonable endeavours, it has been unable, for a period of 20 consecutive Business Days, to identify a sufficient quantity of additional or Substitute Collateral Debt Obligations in which to invest or reinvest Principal Proceeds (see Condition 7(d) (*Special Redemption*));

(f) in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day falling on or after the expiry of the Non-Call Period from Sale Proceeds or Refinancing Proceeds (or any combination thereof) either if directed in writing by (i) the Subordinated Noteholders (acting by way of an Extraordinary Resolution) or (ii) the Retention Holder, in both cases subject to the prior written consent of the Investment

Manager acting in its sole discretion (see Condition 7(b)(i)(A) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*));

(g) in part by the redemption in whole of one or more Classes of Rated Notes (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes and (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes) from Refinancing Proceeds on any Business Day following the expiry of the Non-Call Period if directed in writing by the Investment Manager, the Retention Holder or the Subordinated Noteholders (acting by way of an Ordinary Resolution), as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes (see Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*)) and provided that any Refinancing in respect thereof shall be subject to the prior written consent of the Investment Manager acting in its sole discretion (see Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*));

(h) in whole (with respect to all Classes of Rated Notes) but not in part from Sale Proceeds on any Payment Date 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 15 per cent. of the Target Par Amount and if directed in writing by the Investment Manager or the Retention Holder (see Condition 7(b)(iii) (*Optional Redemption in Whole - Investment Manager or Retention Holder Clean-up Call*));

(i) the Subordinated Notes may be redeemed in whole at the direction of the Subordinated Noteholders (acting by way of Extraordinary Resolution), the Investment Manager or the Retention Holder on any Business Day, following the redemption in full of all Classes of Rated Notes (see Condition 7(b)(viii) (*Optional Redemption of Subordinated Notes*));

(j) on any Payment Date following the occurrence of a Collateral Tax Event in whole (with respect to all Classes of Rated Notes) at the option of (i) the Subordinated Noteholders acting by way of Extraordinary Resolution or (ii) the Retention Holder (See Condition 7(b)(i)(B) (*Optional Redemption in Whole - Subordinated Noteholders or Retention*

Holder subject to consent of Investment Manager));

(k) on any Payment Date in whole (with respect to all Classes of Rated Notes) at the option of the (i) Controlling Class or the Subordinated Noteholders in each case acting by way of Extraordinary Resolution or (ii) the Retention Holder, following the occurrence of a Note Tax Event, subject to (i) the Issuer having failed to change the territory in which it is resident for tax purposes and (ii) certain minimum time periods (see Condition 7(f) (*Redemption Following Note Tax Event*));

(l) at any time following an Event of Default which occurs and is continuing and has not been cured (see Condition 10 (*Events of Default*)); and

(m) the Class X Notes shall be subject to mandatory redemption in part on each of the first four Payment Dates immediately following the Issue Date, in each case in an amount equal to the Class X Principal Amortisation Amount (see Condition 7(k) (*Mandatory Redemption of the Class X Notes*)).

Non-Call Period

During the period from the Issue Date up to, but excluding, 15 July 2019, or if such day is not a Business Day, on the next following day that is a Business Day (unless it would fall in the following month in which case such date shall be brought forward to the immediately preceding Business Day) (the "**Non-Call Period**"), the Notes are not subject to Optional Redemption (save for upon a Collateral Tax Event, Note Tax Event or a Special Redemption). See Condition 7(b)(i)(B) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*), Condition 7(f) (*Redemption Following Note Tax Event*) and Condition 7(d) (*Special Redemption*).

Redemption Prices

The Redemption Price of each Class of Rated Notes will be (a) 100 per cent. of the Principal Amount Outstanding of the Notes to be redeemed (including, in the case of the Class C Notes, Class D Notes, Class E Notes and the Class F Notes, any accrued and unpaid Deferred Interest on such Notes) subject to any election by the Noteholders to receive less than 100 per cent. in accordance with Condition 7(b)(iv)(B) (*Terms and Conditions of an Optional Redemption*); *plus* (b) accrued and unpaid interest thereon to the day of redemption.

The Redemption Price for each Subordinated Note will be its *pro rata* share (calculated in accordance with paragraph (BB) of the Interest Proceeds Priority of Payments, paragraph (R) of the Principal Proceeds Priority of Payments, paragraphs (A) and (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments and paragraph (AA) of the Post-Acceleration Priority of Payments (as applicable)) of the aggregate proceeds of liquidation of the Collateral, or

	realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payments.
Priorities of Payments	Prior to an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*) or following an acceleration of the Notes which has subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) and other than in connection with an Optional Redemption in whole pursuant to Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) (other than in the case of the Issue Date), Interest Proceeds will be applied in accordance with the Interest Proceeds Priority of Payments and Principal Proceeds will be applied in accordance with the Principal Proceeds Priority of Payments. Upon any redemption in whole of the Notes in accordance with Condition 7(b) (*Optional Redemption*) or in accordance with Condition 7(f) (*Redemption Following Note Tax Event*) (other than in the case of the Issue Date) or following an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*) which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), Interest Proceeds and Principal Proceeds will be applied in accordance with the Post-Acceleration Priority of Payments, in each case as described in the Conditions. Collateral Enhancement Obligation Proceeds will be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments both prior to and following an acceleration of the Notes.
Investment Manager Advances	The Investment Manager, in its discretion, may make loan advances in Euro to the Issuer up to a maximum of four times during the Reinvestment Period in accordance with and subject to the terms of the Investment Management Agreement. Any such advance may only be made for the purpose of acquiring or exercising rights under Collateral Enhancement Obligations, provided that no single Investment Manager Advance may be for an amount less than €500,000 and the aggregate of all Investment Manager Advances may not exceed €8,000,000. Each Investment Manager Advance will bear interest at the applicable EURIBOR rate plus a margin of 4.0 per cent. per annum. Repayment by the Issuer of any Investment Manager Advance to the Investment Manager will only be made pursuant to and in accordance with the Priorities of Payments.
Investment Management Fees	
Senior Investment Management Fee	0.15 per cent. per annum of the Aggregate Collateral Balance (exclusive of any VAT) 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. See "*Description of the Investment Management Agreement - Fees*".
Subordinated Investment Management Fee	0.35 per cent. per annum of the Aggregate Collateral Balance (exclusive of any VAT) 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. See "*Description of the Investment Management Agreement - Fees*".
Incentive Investment Management Fee	The fee payable to the Investment Manager pursuant to the Investment Management Agreement on each Payment Date on which the Incentive Investment Management Fee IRR Threshold of 12.0 per cent. has been met or surpassed, such Incentive Investment Management Fee being payable (exclusive of VAT thereon) from 15.0 per cent. of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with paragraph (BB) of the Interest Proceeds Priority of Payments, paragraph (R) of the Principal Proceeds Priority of Payments, paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, paragraph (AA) of the Post-Acceleration Priority of Payments and paragraph (N) of the Interest Redemption Proceeds Priority of Payments. See "*Description of the Investment Management Agreement - Fees*".
Security for the Notes	
General	The Notes will be secured in favour of the Trustee for the benefit of the Secured Parties by security over a portfolio of Collateral Debt Obligations predominantly consisting of Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Mezzanine Obligations and High Yield Bonds. The Notes will also be secured by an assignment by way of security of various of the Issuer's other rights, including its rights under certain of the agreements described herein but excluding its rights in respect of the Issuer Irish Account and the Corporate Services Agreement. See Condition 4 (*Security*).
Hedge Arrangements	The Issuer will not be permitted to enter into a Hedge Agreement to hedge interest rate risk and/or currency risk around or after the Issue Date unless either (i) such Hedge Agreement complies with the Hedge Agreement Eligibility Criteria or (ii) the Issuer obtains legal advice from U.S. nationally recognised legal counsel, knowledgeable in such matters to the effect that the entry into such arrangements shall not (x) require any of the Issuer, its directors or officers

	or the Investment Manager to register with the United States Commodity Futures Trading Commission the (the "**CFTC**") as a commodity pool operator or a commodity trading advisor pursuant to the United States Commodity Exchange Act of 1936, as amended (a "**Commodity Pool**") or (y) eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act, unless and until the Issuer is no longer able to rely on, or elects not to rely on, the exclusion from registration under the Investment Company Act provided by Rule 3a-7.
Non-Euro Obligations and Asset Swap Transactions	Subject to the satisfaction of certain conditions in the Investment Management Agreement and the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) and satisfaction of the Eligibility Criteria, the Issuer or the Investment Manager on its behalf may purchase Collateral Debt Obligations that are denominated in a Qualifying Currency other than Euro provided that an Asset Swap Transaction is entered into in respect of each such Non-Euro Obligation which satisfies the Hedge Agreement Eligibility Criteria and is with an Asset Swap Counterparty satisfying the applicable Rating Requirement, under which the currency risk is reduced or eliminated (and receipt of Rating Agency Confirmation in relation thereto, unless such Asset Swap Transaction is a Form-Approved Asset Swap Agreement). Under each Asset Swap Transaction, the currency risk arising from the receipt of certain cash flows from the relevant Non-Euro Obligation, including interest and principal payments thereon, are hedged. The Asset Swap Transaction shall terminate on or about the maturity date of the Non-Euro Obligation and in the other circumstances specified therein. See "*The Portfolio - Non-Euro Obligations*" and "*Hedging Arrangements*".
Interest Rate Hedging	The Issuer (or the Investment Manager on its behalf) may enter into Interest Rate Hedge Transactions from time to time in order to hedge any interest rate mismatch between the Notes (other than the Subordinated Notes) and the Collateral Debt Obligations, subject to the receipt of Rating Agency Confirmation in respect thereof (other than in respect of a Form-Approved Interest Rate Hedge Agreement) and which satisfy the Hedge Agreement Eligibility Criteria, and provided that the Interest Rate Hedge Counterparty satisfies the applicable Rating Requirement and has the regulatory capacity to enter into derivatives transactions.
Investment Manager	Subject to the terms and conditions set forth in the Investment Management Agreement, the Investment Manager has agreed to act as the Issuer's investment manager with respect to the Portfolio, to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described herein. Pursuant to the Investment Management Agreement, the Issuer delegates

	authority to the Investment Manager to carry out certain functions in relation to the Portfolio and any hedging arrangements without the requirement for specific approval by the Issuer, the Collateral Administrator or the Trustee. See "*Description of the Investment Management Agreement*" and "*The Portfolio*".
Purchase of Collateral Debt Obligations	
Portfolio	Details of the Portfolio as at 28 April 2017 are set out in Annex D (*Monthly Report*).
Portfolio Acquisition and Disposition Requirements	The Issuer will not acquire (whether by purchase or substitution) or dispose of a Collateral Debt Obligation, a Collateral Enhancement Obligation, an Exchanged Security or an Eligible Investment unless the Portfolio Acquisition and Disposition Requirements are satisfied which includes a requirement that a Collateral Debt Obligation, a Collateral Enhancement Obligation, an Exchanged Security or an Eligible Investment is not being acquired or disposed of for the primary purpose of recognising gains or decreasing losses resulting from market value changes; *provided* that, on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the U.S. Securities and Exchange Commission (the "**SEC**") or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references to such requirements in the Transaction Documents shall no longer be in effect. Notwithstanding any other provisions in the Transaction Documents, unless and until the Issuer (or the Investment Manager, acting on behalf of the Issuer) is no longer able to rely on, or elects not to rely on, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer will be subject to the requirements of Rule 3a-7, which provide that any issuer who is engaged in the business of purchasing, or otherwise acquiring and holding Eligible

Assets (and in activities related or incidental thereto), and who does not issue redeemable securities will not be deemed to be an investment company for purposes of the Investment Company Act; provided that the conditions specified under Rule 3a-7 (including, among other things, the Portfolio Acquisition and Disposition Requirements) are met.

If the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff, the Investment Manager will be required to satisfy the Regulatory Change Condition. The "**Regulatory Change Condition**" will be satisfied on any date as of which either of the following conditions is satisfied: (i) the Investment Manager has caused the Issuer to amend or supplement the applicable Transaction Documents, in accordance with the terms thereof, in a manner sufficient to permit the Issuer to rely on an exemption or exclusion from registration under the Investment Company Act other than Section 3(c)(1) or 3(c)(7) thereunder, each such amendment or supplement is effective as of such date and the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer is in compliance with such exemption or exclusion, or (ii) solely in the event that clause (i) is unable to be satisfied, the Investment Manager has used commercially reasonable efforts consistent with the trading requirements and standard of care under the Investment Management Agreement and taking into account the Issuer's obligations under Rated Notes, to sell each asset held by the Issuer that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule.

If the Issuer (or the Investment Manager, acting on behalf of the Issuer) ceases to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule.

The Issuer will also obtain Rating Agency Confirmation prior to entering into any hedging arrangements after the Issue Date unless it is in a form in respect of which the Issuer (or the Investment Manager acting on behalf of the Issuer) has previously received approval from each Rating Agency. See "*Hedging Arrangements*".

Reinvestment in Collateral Debt Obligations	Subject to the limits described in the Priorities of Payments and Principal Proceeds available from time to time, the Investment Manager (on behalf of the Issuer) may, at its discretion, use reasonable endeavours to purchase Substitute Collateral Debt Obligations meeting the Eligibility Criteria, the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) and in compliance with the Reinvestment Criteria during the Reinvestment Period. Following expiry of the Reinvestment Period, only Sale Proceeds from the sale of Credit Impaired Obligations, Credit Improved Obligations and Unscheduled Principal Proceeds received after the Reinvestment Period may be reinvested by the Issuer or the Investment Manager, on behalf of the Issuer, in Substitute Collateral Debt Obligations meeting the Eligibility Criteria, the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) and in compliance with the Reinvestment Criteria. See "*The Portfolio — Sale of Collateral Debt Obligations*" and "*The Portfolio - Reinvestment of Collateral Debt Obligations*".
Eligibility Criteria	In order to qualify as a Collateral Debt Obligation, an obligation must satisfy certain specified Eligibility Criteria. Each obligation shall only be required to satisfy the Eligibility Criteria at the time the Issuer (or the Investment Manager, acting on behalf of the Issuer) enters into a binding commitment to purchase such obligation, save for an Issue Date Collateral Debt Obligation which must also satisfy the Eligibility Criteria on the Issue Date and Restructured Obligations which must satisfy the Restructured Obligation Criteria as at the applicable Restructuring Date. See "*The Portfolio — Eligibility Criteria*". Notwithstanding any other provisions in the Transaction Documents, with respect to any sale, acquisition or substitution of any Collateral Debt Obligation, the Investment Manager shall satisfy the Portfolio Acquisition and Disposition Requirements until such time, if any, as the Issuer (or the Investment Manager, acting on behalf of the Issuer) is no longer able to rely on, or elects not to rely on, Rule 3a-7 for its exclusion from registration under the Investment Company Act, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references thereto in the Transaction Documents shall no longer be in effect. If the Issuer (or the Investment Manager, acting on behalf of the Issuer) ceases to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker

Rule.

Restructured Obligations

In order for a Collateral Debt Obligation which is the subject of a restructuring to qualify as a Restructured Obligation, such Collateral Debt Obligation must satisfy the Restructured Obligation Criteria as at the applicable Restructuring Date.

Collateral Quality Tests

The Collateral Quality Tests will comprise the following:

For so long as any of the Notes rated by S&P are Outstanding until the expiry of the Reinvestment Period only, the S&P CDO Monitor Test.

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

(a) the Moody's Minimum Diversity Test;

(b) the Moody's Maximum Weighted Average Rating Factor Test; and

(c) the Moody's Minimum Weighted Average Recovery Rate Test.

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

(a) the Minimum Weighted Average Spread Test; and

(b) the Weighted Average Life Test.

Portfolio Profile Tests

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

		Minimum	**Maximum**
(a)	Secured Senior Loans and Secured Senior Bonds in aggregate (which shall include the Balance of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds, in each case as at the relevant Measurement Date)	90.0%	N/A
(b)	Secured Senior Loans (which shall include the Balance of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds, in each case as at the relevant	70.0%	N/A

	Measurement Date)		
(c)	Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and/or High Yield Bonds in aggregate	N/A	10.0%
(d)	Secured Senior Loans and Secured Senior Bonds to a single Obligor	N/A	2.5%, provided that the Aggregate Collateral Balance in respect of up to three Obligors may represent up to 3.0% each
(e)	Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds in aggregate of a single Obligor	N/A	1.5%
(f)	Collateral Debt Obligations to a single Obligor	N/A	3.0%
(g)	Maximum S&P Industry Classification	N/A	10.0%, provided that the largest S&P Industry Classification may comprise up to 17.5%, the second-largest S&P Industry Classification may comprise up to 15.0%, and the third-largest S&P Industry Classification may comprise up to 12.0%; provided however that the three largest S&P Industry Classifications may not comprise in aggregate, more than 40.0%
(h)	Participations	N/A	5.0%
(i)	Current Pay Obligations	N/A	2.5%
(j)	Annual Obligations	N/A	5.0%
(k)	Revolving Obligations/Delayed Drawdown Collateral Debt Obligations	N/A	5.0%
(l)	Caa Obligations	N/A	7.5%
(m)	CCC Obligations	N/A	7.5%
(n)	Bridge Loans	N/A	2.5%
(o)	Corporate Rescue Loans	N/A	5.0%, provided that not more than 2.0% shall consist of Corporate Rescue Loans from a single Obligor
(p)	Fixed Rate Collateral Debt Obligations	N/A	10.0%

(q)	Domicile of Obligors 1	N/A	10.0% Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling below "Aa3", unless Rating Agency Confirmation from Moody's is obtained
(r)	Domicile of Obligors 2	N/A	5.0% Domiciled in countries or jurisdictions rated with a Moody's local currency country risk ceiling below "A3", unless Rating Agency Confirmation from Moody's is obtained
(s)	Domicile of Obligors 3	N/A	10.0% Domiciled in countries or jurisdictions rated below "A-" by S&P
(t)	Moody's Rating derived from an S&P Rating	N/A	10.0%
(u)	S&P Rating derived from a Moody's Rating	N/A	10.0%
(v)	Cov-Lite Loans	N/A	25.0%
(w)	Non-Euro Obligations	N/A	30.0%
(x)	Indebtedness of Obligor 1	N/A	10.0% Collateral Debt Obligations issued by Obligors each of which has total current indebtedness (comprised of all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under their respective loan agreements and other debt instruments (including the Underlying Instruments) of between €150,000,000 and €250,000,000
(y)	Bivariate Risk Table	N/A	See limits set out in "*Bivariate Risk Table*"

Coverage Tests

Each of the Par Value Tests and Interest Coverage Tests shall apply on each Measurement 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 table below in relation to that Coverage Test.

Class	**Required Par Value Ratio**
A/B	129.9%
C	118.8%
D	113.3%
E	107.0%
F	103.7%

Class	**Required Interest Coverage Ratio**
A/B	120.0%
C	110.0%
D	105.0%
E	102.0%

Reinvestment Overcollateralisation Test

During the Reinvestment Period, if the Reinvestment Overcollateralisation Test is not satisfied on the relevant Determination Date, Interest Proceeds shall be applied, in an amount equal to the lesser of (i) 50 per cent. of all remaining Interest Proceeds available for payment pursuant to paragraph (V) of the Interest Proceeds Priority of Payments and (ii) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) of the Interest Proceeds Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met as of the relevant Determination Date, to the payment into the Principal Account as Principal Proceeds to purchase additional Collateral Debt Obligations, *provided* that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Investment Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) a Retention Deficiency.

Authorised Denominations	The Regulation S Notes of each Class will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Rule 144A Notes of each Class will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof.
Form, Registration and Transfer of the Notes	The Regulation S Notes of each Class (other than, in certain circumstances as described below, Class E Notes, the Class F Notes and Subordinated Notes) will be represented on issue by beneficial interests in one or more Regulation S Global Certificates in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"). Beneficial interests in a Regulation S Global Certificate may at any time be held only through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg. See "*Form of the Notes*" and "*Book Entry Clearance Procedures*". Interests in any Regulation S Note may not at any time be held by any U.S. person or U.S. Resident. Furthermore, interests in any Regulation S Note may not be exchanged for interests in a Rule 144A Note or otherwise sold or transferred to a Risk Retention U.S. Person at any time during the U.S. Risk Retention Restricted Period. The Rule 144A Notes of each Class (other than, in certain circumstances as described below, Class E Notes, the Class F Notes and Subordinated Notes) will be represented on issue by one or more Rule 144A Global Certificates in fully registered form, without interest coupons or principal receipts deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may at any time only be held through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg. The Global Certificates will bear a legend and such Global Certificates, or any interest therein, may not be transferred except in compliance with the transfer restrictions set out in such legend. See "*Transfer Restrictions*". No beneficial interest in a Rule 144A Global Certificate may be transferred to a person who takes delivery thereof through a Regulation S Global Certificate unless the transferor provides a Transfer Agent with a written certification substantially in the form set out in the Trust Deed regarding compliance with certain of such transfer restrictions. Any

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

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

A transferee of a Class E Note, a Class F Note or a Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate will be deemed to represent (among other things) that it is not and is not acting on behalf of (and for so long as it holds such Note or interest therein, will not be and will not be acting on behalf of) a Benefit Plan Investor or a Controlling Person. If a transferee is unable to make such deemed representation, such transferee may not acquire such Class E Note, Class F Note or Subordinated Note, as applicable unless such transferee: (i) obtains the written consent of the Issuer; (ii) provides an ERISA certificate to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*)); and (iii) holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate.

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

Class X Notes

The Class X Notes shall not carry any rights to vote in respect of, or be counted for the purposes of determining a quorum and the result of any votes in respect of any IM

	Removal Resolution but, subject to the definition of "Controlling Class", shall carry a right to vote on and be counted in respect of all other matters in respect of which the Class A Notes have a right to vote and be counted.
Governing Law	The Notes, the Trust Deed, the Investment Management Agreement, the Agency Agreement, the Subscription Agreement and all other Transaction Documents (save for the Corporate Services Agreement (which is governed by Irish law) and the Euroclear Security Agreement (which is governed by the laws of Belgium)) will be governed by English law.
Listing	This Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Directive. The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Refinancing Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC and/or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange for the Refinancing Notes to be admitted to the Official List of the Irish Stock Exchange and trading on the Main Securities Market. The Subordinated Notes are already admitted to the Offical List and trading on the Main Securities Market. See "*General Information*".
Tax Status	See "*Tax Considerations*".
Certain ERISA Considerations	See "*Certain ERISA Considerations*".
Withholding Tax	No gross up of any payments to the Noteholders is required of the Issuer in respect of amounts deducted from or withheld for or on account of tax in relation to the Notes. See Condition 9 (*Taxation*).
Forced sale and withholding pursuant to FATCA	To comply with FATCA, the Issuer may require each Noteholder to provide certifications and identifying information about itself and certain of its owners. The Issuer may force the sale of a Noteholder's Notes in order to achieve FATCA Compliance, including Notes held by a Noteholder that fails to provide the required information or if the Issuer otherwise determines that such Noteholder's direct or indirect acquisition, holding or transfer of an interest in such Notes would cause the Issuer to be unable to achieve FATCA Compliance (and such sale could be for less than its then fair market value). In addition, the failure to provide such information, or the failure of certain non-U.S. financial institutions to comply with FATCA, may compel the Issuer to withhold on payments to such holders (and the Issuer will not pay any additional amounts with respect to such withholding).

Additional Issuances	Subject to certain conditions being met (including the prior written consent of the Investment Manager acting in its sole discretion), additional Notes of all existing Classes (other than the Class X Notes) may be issued and sold. See Condition 17 (*Additional Issuances*). Noteholders should be aware that additional Notes that are treated for non-tax purposes as a single series with the original Notes may be treated as a separate series for U.S. federal income tax purposes. In such case, the new Notes may be considered to have been issued with original issue discount, or may not have the same U.S. federal tax characterisation as indebtedness or equity. To ensure that non-fungible additional Notes are distinguishable from the original Notes of the same Class, the Issuer is required to cause a separate ISIN to be issued in respect of additional Notes, unless the Notes of any Class and such additional notes of the same Class of Notes are fungible for U.S. federal income tax purposes.
Retention Holder and the EU Retention Requirements	The Retention Holder will represent and undertake to hold the Retention on the terms set out in the Risk Retention Letter. See further "*Risk Factors - Risk Retention in Europe*", "*Risk Factors - Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention*" and "*The Retention Holder and the EU Retention Requirements*".
Retention Holder and U.S. Credit Risk Retention Rules	The Investment Manager has informed the Issuer and the Initial Purchaser that it does not intend to retain a risk retention interest contemplated by the U.S. Risk Retention Rules in connection with the refinancing transaction described in this Prospectus or the Refinancing Notes in reliance on the Foreign Safe Harbor. See "*Risk Factors - U.S. Risk Retention*".

RISK FACTORS

An investment in the Notes of any Class involves certain risks, including risks relating to the Collateral securing such Notes and risks relating to the structure and rights of such Notes and the related arrangements. Prospective investors should carefully consider the following factors, in addition to the matters set forth elsewhere in this Prospectus, prior to investing in any Refinancing 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".

The Initial Purchaser (i) did not participate in the preparation of any Monthly Report, (ii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the Monthly Reports and (iii) shall have no responsibility whatsoever for the contents of any Monthly Report.

General

General

The Issuer has invested in loans and other financial assets and it is intended that the Issuer will continue to invest in loans and other financial assets, together with bonds, with certain risk characteristics as described below and subject to the investment policies, restrictions and guidelines described in "*The Portfolio*". There can be no assurance that the Issuer's investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are therefore advised to review this entire Prospectus carefully and should consider, among other things, the risk factors set out in this section before deciding whether to invest in the Refinancing Notes. Except as is otherwise stated below, such risk factors are generally applicable to all Classes of Notes, although the degree of risk associated with each Class of Notes will vary in accordance with the position of such Class of Notes in the Priorities of Payments. See Condition 3(c) (*Priorities of Payments*). In particular, payments in respect of the Class X Notes and the Class A Notes are generally higher in the Priorities of Payments than those of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes. None of the Initial Purchaser or the Trustee undertakes to review the financial condition or affairs of the Issuer or the Investment Manager during the life of the arrangements contemplated by this Prospectus or advise any investor or potential investor in the Refinancing Notes of any information coming to the attention of the Initial Purchaser or the Trustee which is not included in this Prospectus.

Prior activities of the Issuer

The Issuer was incorporated on 28 January 2014 under the name of Avoca CLO XI Limited. On 7 September 2016, the Issuer was reregistered as a "designated activity company" under the Companies Act 2014 (as amended) of Ireland, with the name Avoca CLO XI Designated Activity Company. On the Original Issue Date, the Issuer issued the Original Notes secured by various assets owned by the Issuer.

The Issuer provides limited information about its past operating history, investment performance and other matters relating to its operations. The Issuer commenced operations under the Trust Deed on the Original Issue Date. While the most recent Monthly Report (as defined in the Trust Deed) prior to the Issue Date with respect to the Collateral Debt Obligations is included herewith as Annex D (*Monthly Report*) and is expressly incorporated herein as an integral part of this Prospectus, such information has not been audited or otherwise reviewed by any accounting firm.

The information provided in the Monthly Reports, including the most recent Monthly Report is limited and does not provide a full description of all Collateral Debt Obligations previously held or sold by the Issuer, nor the gains or losses associated with purchases or sales of Collateral Debt Obligations, nor the levels of compliance with the Coverage Tests and Collateral Quality Tests during periods prior to the periods covered by such Monthly Report. Each Monthly Report contains information as of the dates

specified therein and none of the Monthly Reports are calculated as of the date of this Prospectus. As such, the information in the most recent Monthly Report may no longer reflect the characteristics of the Collateral Debt Obligations as of the date of this Prospectus or on or after the Issue Date.

The composition of the Collateral Debt Obligations will change over time as a result of (i) scheduled and unscheduled principal payments on the Collateral Debt Obligations, (ii) sales of Collateral Debt Obligations and reinvestment of Sale Proceeds and other Principal Proceeds and (iii) other factors, subject to the limitations described in the Conditions.

No information is provided in this Prospectus regarding the Issuer's investment performance and portfolio except as set forth in the most recent Monthly Report in Annex D (*Monthly Report*) and no information is provided in this Prospectus regarding any other aspect of the Issuer's operations. While the Issuer believes that it has complied with the requirements of the Trust Deed, no assurance can be given that neither the Issuer nor the Investment Manager has unintentionally failed to comply with one or more of their respective obligations under the Trust Deed or the Investment Management Agreement, nor that any such failure will not have a material adverse effect on holders in the future.

Suitability

Prospective purchasers of the Refinancing Notes of any Class should ensure that they understand the nature of such Refinancing 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 Refinancing Notes and that they consider the suitability of such Refinancing Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

Limited Resources of Funds to Pay Expenses of the Issuer

The funds available to the Issuer to pay its expenses on any Payment Date are limited as provided in the Priorities of Payments. 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.

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 statutes, regulations and margin requirements. Certain regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and vehicles that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Issuer could be substantial and adverse.

Events in the CLO and Leveraged Finance Markets

European financial markets have experienced volatility and have been adversely affected by concerns over economic contraction in certain EU member states ("**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 "*Euro and Euro Zone Risk*" below, it is possible that countries that have adopted the Euro could return to a national currency. The effect on a national economy as a result of its leaving the Euro is impossible to predict. The exit of one or more countries from the Euro zone could have a destabilising effect on all European economies and possibly the global economy as well.

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

Difficult macro-economic conditions may adversely affect the rating, performance and the realisation value of the Collateral. Default rates on loans and other investments may continue to fluctuate and accordingly the performance of many collateralised loan obligation ("**CLO**") transactions and other types of investment funds 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. 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 a financial institution may result in the disruption of payments to the Issuer. In addition, the bankruptcy or insolvency of one or more financial institutions may trigger crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Collateral and the Notes.

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

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

Euro and Euro Zone Risk

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

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

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

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

UK Referendum on Membership of the European Union

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

Article 50 of the Treaty on European Union ("**Article 50**") provides that a Member State which decides to withdraw from the EU is required to notify the European Council of its intention to do so. If notice is given under Article 50 by a Member State, the EU will negotiate and conclude an agreement with such Member State, setting out the arrangements for its withdrawal. The UK government invoked Article 50 by notice to the European Council given on 29 March 2017. Until the terms of the UK's exit from the European Union are clearer, it is not possible to determine the impact that the Referendum, the UK's departure from the European Union and/or any related matters may have on the business of the Issuer (including the performance of the Collateral Debt Obligations), the Investment Manager, any one or more of the other parties to the Transaction Documents or any Obligor, or on the regulatory position of any such entity or of the transactions contemplated by the Transaction Documents under European Union regulation or more generally. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market. There can also be no assurance that the terms of the UK's exit from the EU will include arrangements for the continuation of the existing passporting regime or mutual access rights to market infrastructure and recognition of insolvency, bank recovery and resolution regimes. Such uncertainty could adversely impact the Issuer and, in particular,

the ability of third parties to provide services to the Issuer, and could be materially detrimental to holders of the Notes.

Applicability of EU law in the UK

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

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

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

Regulatory Risk

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

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

As the Investment Manager is incorporated and regulated in Ireland, its ability to provide investment management services to the Issuer in reliance upon the passporting of relevant regulated services within the EU on a cross-border basis provided for under MiFID and to act as Retention Holder by holding the

retention as "sponsor" in accordance with the EU Retention Requirements will not be affected by the UK's exit from the EU and/or EEA.

Market Risk

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

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

Exposure to Counterparties

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

Ratings actions

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

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

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

Currency exchange rates and exchange controls

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

Regulatory Initiatives

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, financial institutions, "shadow banking entities" and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Initial Purchaser, the Investment Manager, the Trustee nor any of their Affiliates makes any representation to any 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.

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.

Risk Retention in Europe

On 16 April 2013, the European Parliament adopted a new directive and a regulation, Regulation (EU) No. 575/2013 (the "**CRR**"), which was published in the Official Journal on 27 June 2013 and took effect on 1 January 2014. Articles 404-410 (inclusive) of the CRR ("**Article 404**") replace Article 122a of the Capital Requirements Directive in its entirety. Article 404 applies to (a) credit institutions established in a Member State of the European Economic Area ("**EEA**") and consolidated group affiliates thereof (including those that are based in the United States) and (b) investment firms (each such credit institution and investment firm, an "**Affected 404 Investor**") that invest in or have an exposure to credit risk in securitisations. Article 404 imposes an increased capital charge on a securitisation position acquired by an Affected 404 Investor unless, among other conditions, (a) the originator, sponsor or original lender for the securitisation has explicitly disclosed that it will retain on an ongoing basis, a material net economic interest of not less than five per cent., of the nominal value of the securitised exposures or of the tranches sold to investors, and (b) the Affected 404 Investor is able to demonstrate that it has undertaken certain due diligence in respect of its securitisation position and the underlying exposures and that procedures are established for monitoring the performance of the underlying exposures on an on-going basis. On 13 June 2014, Delegated Regulation (EU) No. 625/2014 of 13 March 2014 supplementing the CRR (the "**Final Technical Standards**") was published in the Official Journal of the European Union. The Final Technical Standards provide greater detail on the interpretation and implementation of Article 404 and came into force on 3 July 2014.

Investors should note that the European Banking Authority ("**EBA**") published a report on 22 December 2014 in which it highlighted some concerns about the way certain structures currently fulfil the CRR Retention Requirements. Further to the EBA Report, on 30 September 2015 the European Commission published its draft legislative proposal for a new European securitisation regulation (the "**Draft STS Regulation**") setting out a number of proposed changes to the EU Retention Requirements. The European Commission also published its draft legislative proposal to amend the CRR on 30 September 2015 (the "**Draft CRR Amendment Regulation**"). A compromise version of the Draft STS Regulation and Draft CRR Amendment Regulation was published by the Council of Ministers in November 2015 and the European Parliament is currently considering the proposals. Both the Draft STS Regulation and the Draft CRR Amendment Regulation will need to be considered, finalised and adopted by the European Parliament and Council of Ministers and are not expected to enter into force until mid-2017 at the earliest. Investors should be aware that the Draft STS Regulation and the Draft CRR Amendment Regulation may enter into force in a form that differs from the draft published on September 30, 2015. There can therefore be no assurances as to whether the transactions described herein will be affected by a change in law or regulation relating to the EU Retention Requirements, including as a result of any changes proposed in the Draft STS Regulation and the Draft CRR Amendment Regulation or recommended in future reports or reviews.

On 22 July 2013, directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") became effective. Article 17 of the AIFMD required the EU Commission to adopt level 2 measures similar to those in Article 404, allowing EEA managers of alternative investment funds ("**AIFMs**") to invest in securitisations on behalf of the alternative investment funds they manage only if the originator, sponsor or original lender has explicitly disclosed that it will retain on an ongoing basis, a material net economic interest of not less than five per cent. of the nominal value of the securitised exposures or of the tranches sold to investors and also to undertake certain due diligence requirements. Commission Delegated Regulation 231/2013 (the "**AIFMD Level 2 Regulation**") included those level 2 measures. Though the requirements in the AIFMD Level 2 Regulation are similar to those which apply under Article 404, they are not identical. In particular, the AIFMD Level 2 Regulation requires AIFMs to ensure that the sponsor or originator of a securitisation meets certain underwriting and originating criteria in granting credit, and imposes more extensive due diligence requirements on AIFMs investing in securitisations than are imposed on Affected 404 Investors under Article 404. Furthermore, AIFMs who discover after the assumption of a securitisation exposure that the retained interest does not meet the requirements, or subsequently falls below five per cent. of the economic risk, are required to take such corrective action as is in the best interests of its investors. It remains to be seen how this last requirement is expected to be addressed by AIFMs should those circumstances arise. The requirements of the AIFMD Level 2 Regulation apply to new securitisations issued on or after 1 January 2011. It should be noted that the provisions described above will be repealed and replaced by the Draft STS Regulation when it comes into force (assuming it does so in the form currently proposed).

Requirements similar to the retention requirement in each of Article 404 and the AIFMD also apply to investments in securitisations by other types of EEA investors such as insurance and reinsurance undertakings (following the entry into force of Delegated Regulation (EU) No 2015/35 of 10 October 2014 supplementing Solvency II on 18 January 2015 (the "**Solvency II Level 2 Regulation**")) and (once the level 2 measures are adopted under Article 50a (as inserted by Article 63 of the AIFMD) of Directive 2009/65/EC on Undertakings for Collective Investment in Transferable Securities (the "**UCITS Directive**")) will also apply to investments in securitisations by funds which require authorisation under the UCITS Directive (all of which, together with AIFMs and Affected 404 Investors, are "**Affected Investors**"). Though many aspects of the detail and effect of such requirements remain unclear, the EU risk retention and due diligence requirements described above and any other changes to the regulation or regulatory treatment of securitisations or of the Notes for some or all investors may also negatively impact the regulatory position of individual holders and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market. It should be noted that the provisions described above will be repealed and replaced by the Draft STS Regulation when it comes into force (assuming it does so in the form currently proposed).

Affected Investors should therefore make themselves aware of the requirements of the applicable legislation governing retention and due diligence requirements for investing in securitisations (and any implementing rules in relation to a relevant jurisdiction) in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. In doing so, Affected Investors should also bear in mind that such requirements are open to interpretation under national law in individual European Union member states.

Each Affected Investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator to determine whether, and to what extent, the information set out herein in "*Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention*" *and "The Retention Holder and the EU Retention Requirements*", information elsewhere in this Prospectus generally and in any investor report provided in relation to the transaction is sufficient for the purpose of satisfying such requirements. Affected Investors are required to independently assess and determine the sufficiency of such information. None of the Issuer, the Investment Manager, the Initial Purchaser, the Trustee, the Collateral Administrator, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are or will be compliant with the requirements of Article 404, the CRR, the AIFMD, Solvency II, the

UCITS Directive or any other applicable legal regulatory or other requirements and no such Person shall have any liability to any prospective investor or any other Person with respect to any deficiency in such information or any failure of the transactions contemplated hereby to comply with or otherwise satisfy such requirements. If a regulator determines that the transaction did not comply or is no longer in compliance with Article 404, the CRR, the AIFMD, Solvency II, the UCITS Directive or any applicable legal, regulatory or other requirement, then if you are an Affected Investor you may be required by your regulator to set aside additional capital against your investment in the Notes or take others remedial measures in respect of your investment in the Notes.

With respect to the fulfilment by the Retention Holder of the European risk retention requirements, please refer to "*The Retention Holder and the EU Retention Requirements*" section of this Prospectus.

Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention

The aim behind the relevant retention requirements described in "*Risk Retention in Europe*" above is that Affected Investors should only invest in securitisations where the originator, sponsor or original lender for the securitisation has explicitly disclosed that it will retain on an ongoing basis, a net economic interest of not less than five per cent. in the securitisation. Where the retainer opts to satisfy such requirements by holding the first loss tranche, the five per cent. 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 Investment Manager acting on behalf of the Issuer are restricted where the exercise of the discretion would cause the retention holding described in "*The Retention Holder and the EU Retention Requirements*" section of this Prospectus to be (or to be likely to be) insufficient to comply with the EU Retention Requirements.

In particular, if, at any time, the deposit of Investment Gains into the Principal Account would, in the sole discretion of the Investment Manager cause (or would be likely to cause) a Retention Deficiency, such Investment Gains which would have been deposited into the Principal Account and designated for reinvestment or used to redeem the Notes in accordance with the Principal Proceeds Priority of Payments will instead be deposited into the Interest Account; *provided* that no such deposit shall be permitted unless the Aggregate Collateral Balance (calculated as if for the purpose of determining compliance with the EU Retention Requirements) is equal to or in excess of 104 per cent. of the Reinvestment Target Par Balance. Such Investment Gains will then be distributed as Interest Proceeds. In addition, the Investment Manager is not permitted to reinvest in Substitute Collateral Debt Obligations where a Retention Deficiency would occur as a direct result of, and immediately after giving effect to, such reinvestment or divert Interest Proceeds into the Principal Account to cause the Reinvestment Overcollateralisation Test to be met if such payment would cause a Retention Deficiency. As a result, the Investment Manager may be prevented from reinvesting available proceeds in Collateral Debt Obligations in circumstances where such reinvestment would cause (or would be likely to cause) a Retention Deficiency and therefore the Aggregate Principal Balance of Collateral Debt Obligations securing the Notes may be less than what would have otherwise have been the case if such amounts had been reinvested in Collateral Debt Obligations.

Also, the Issuer may 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.

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

EMIR

The European Market Infrastructure Regulation EU 648/2012 ("**EMIR**") entered into force on 16 August 2012. EMIR and the regulations made under it impose certain obligations on parties to OTC derivative contracts according to whether they are "financial counterparties" such as European investment firms, alternative investment funds, credit institutions and insurance companies, or other entities which are "non-financial counterparties".

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

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

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

Clearing obligation

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

Margin requirement

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

The RTS detail the risk mitigation obligations and margin requirements in respect of non-cleared OTC derivatives as well as specify the criteria regarding intragroup exemptions and provide that the margin

requirement will take effect on dates ranging, originally, from one month after the RTS enter into force (for certain entities with a non-cleared OTC derivative portfolio above €3 trillion) to 1 September 2020 (for certain entities with a non-cleared OTC derivative portfolio above €8 billion). The margin requirements apply to financial counterparties and non-financial counterparties above the clearing threshold and, depending on the counterparty, will require collection and posting of variation margin and, for the largest counterparties/groups, initial margin.

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

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

The Conditions of the Notes allow the Issuer and oblige the Trustee without the consent of any of the Noteholders, to amend the Transaction Documents and/or the Conditions of the Notes to comply with the requirements of EMIR which may become applicable in future. The Trustee shall consent or sanction any such amendment without the consent of Noteholders if the Issuer certifies to the Trustee that such amendment is being made to comply with the requirements of EMIR.

Prospective investors should also note that certain amendments to EMIR are contemplated. In particular, whilst the Securitisation Regulation contemplates that OTC derivative contracts entered into by securitisation special purpose vehicles similar to the Issuer should not be subject to the clearing obligation provided that certain conditions are met, a proposal published by the European Commission on 4 May 2017 to amend EMIR, suggests that SSPEs similar to the Issuer should be reclassified as financial counterparties for the purposes of EMIR. At this time, the extent to which such proposals will be reflected in the final Securitisation Regulation or an amended version of EMIR, remains unclear. 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.

More generally, in accordance with Article 85(1) of EMIR, the European Commission is required to review and prepare a report on EMIR. On 23 November 2016, in its report relating to such review of EMIR, the European Commission made various recommendations regarding EMIR and confirmed that it will propose a legislative review of EMIR during 2017. Whilst the November 2016 report references the multiple ESMA and other recommendations received during the related consultations, including potentially significant changes to the clearing obligation and the process for classifying non-financial counterparties and the changes to EMIR are not expected to amend the fundamental nature of the key EMIR obligations, neither the extent to which any of the recommendations will be considered in the 2017 review nor the result of such legislative review can be predicted, creating further uncertainty.

Alternative Investment Fund Managers Directive

The AIFMD became effective on 22 July 2013, and introduced authorisation and regulatory requirements for managers of AIFs. If the Issuer were to be considered to be an AIF within the meaning in the AIFMD, it would need to be managed by an AIFM. The Investment Manager is not authorised under the AIFMD but is authorised under the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) ("**MiFID**"). As the Investment Manager is not permitted to be authorised under the AIFMD and also to conduct certain regulated activities under MiFID, it will not be able to apply for an authorisation under the AIFMD unless it gives up its authorisation under MiFID (in which case it will not be able to qualify as a "sponsor" for purposes of the CRR) (see "*Risk*

Retention in Europe" above and "*The Retention Holder and the EU Retention Requirements*" below). If considered to be an AIF, the Issuer would also be classified as a "financial counterparty" under EMIR and may be required to comply with clearing obligations with respect to Hedge Transactions including obligations to post margin to any central clearing counterparty or market counterparty. See also "*EMIR*" above.

There is an exemption from the definition of AIF in the AIFMD for "securitisation special purpose entities" (the "**SSPE Exemption**"), defined by reference to securitisation within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank of 19 December 2008 (as amended and recast by Regulation (EC) No 1075/2013). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, the Central Bank has confirmed that, pending such further clarification from ESMA, "registered financial vehicle corporations" within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank (as amended and recast by Regulation (EC) No 1075/2013), 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 Investment Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. As a result, implementation of the AIFMD may affect the return investors receive from their investment.

If the Investment Manager cannot continue to manage the Issuer's assets, the Issuer may delegate the management of its assets to a duly licensed AIFM. Such an AIFM would need to comply with a number of requirements under the AIFMD, including the appointment of a depositary in respect of the Issuer's assets and compliance with certain reporting and disclosure obligations. Compliance with the AIFMD by any AIFM appointed by the Issuer will involve significant additional costs which again may affect the return investors receive from their investment.

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

U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (as amended, the "**Dodd-Frank Act**") was signed into law on 21 July 2010. The Dodd-Frank Act represents the most comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. The Dodd-Frank Act imposes a new regulatory framework on the U.S. financial services industry and the consumer credit markets in general, and the enacted SEC rules thereunder significantly alter the manner in which asset-backed securities, including securities similar to the Notes, are issued and structured and increase the reporting obligations of the issuers of such securities. Given the broad scope and sweeping nature of these changes and the fact that additional such implementing rules and regulations may be enacted in the future, the potential impact of these actions on the Issuer, any of the Notes and any holders of Notes is unknown, and no assurance can be made that the impact of such changes would not have a material adverse effect on the prospects of the Issuer or the value or marketability of the Notes. In particular, if existing transactions are not exempted from any such new rules or regulations, compliance with such rules and regulations could impose significant costs on the Issuer and could have a material adverse effect on the Issuer and the holders of Notes. None of the Issuer, the Initial Purchaser, the Investment Manager, the Retention Holder, the Trustee, nor any of their Affiliates, makes any representation as to such matters.

U.S. Risk Retention

The federal interagency credit risk retention rules, codified at 17 C.F.R. Part 246 (the "**U.S. Risk Retention Rules**" and together with the EU Retention Requirements, the "**Retention Requirements**")

require the "sponsor" of a "securitization transaction" to retain (either directly or through its "majority-owned affiliates") not less than 5 per cent. of the "credit risk" of "securitized assets" (as such terms are defined in the U.S. Risk Retention Rules). To this end, the "sponsor" may retain an "eligible vertical interest" or an "eligible horizontal residual interest" (as such terms are defined in the U.S. Risk Retention Rules), or any combination thereof. The U.S. Risk Retention Rules prohibit the "sponsor" or its "majority-owned affiliates," as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" during the period of time that the U.S. Risk Retention Rules require that the credit risk be retained.

The Investment Manager does not intend to retain at least 5 per cent. of the credit risk of the assets collateralising the asset-backed securities, but has informed the Issuer and the Initial Purchaser that it intends to rely on the safe harbor for certain foreign-related securitisation transactions (the "**Foreign Safe Harbor**") set forth at 17 C.F.R. 246.20 and that it intends that the requirements of such exemption will be satisfied in connection with the issuance of the Refinancing Notes. To rely on this exemption from the U.S. Risk Retention Rules, a securitisation transaction must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules); (3) neither the investment manager nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the investment manager or issuer organised or located in the United States.

The Investment Manager has advised the Issuer that it has not acquired, and it does not intend to acquire, more than 25 per cent. of the assets in the Portfolio from an affiliate or branch of the Investment Manager or Issuer that is organised or located in the United States.

The terms of the Refinancing Notes provide that they may not be purchased as part of the initial syndication of the Offering by "U.S. persons" within the meaning given to such term in the U.S. Risk Retention Rules (referred to in this Prospectus as Risk Retention U.S. Persons) unless such limitation is waived by the Investment Manager. Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

(a) Any natural person resident in the United States;

(b) Any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States;

(c) Any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(d) Any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(e) Any agency or branch of a foreign entity located in the United States;

(f) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(g) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(h) Any partnership, corporation, limited liability company, or other organisation or entity if:

(i) Organised or incorporated under the laws of any foreign jurisdiction; and

(ii) Formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.

Prospective investors or transferees during the U.S. Risk Retention Restricted Period should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar, but not identical to, the definition of "U.S. person" under Regulation S. The material differences between such definitions are that: (1) (A) a "U.S. person" under Regulation S includes any partnership, corporation, limited liability company or other organization or entity that is organized under the laws of any foreign jurisdiction formed by one or more "U.S. persons" (as defined in Regulation S) principally for the purpose of investing in securities that are otherwise offered within the United States pursuant to an applicable exemption under the Securities Act unless such organization or entity is organized and owned by accredited investors (as defined in Rule 502 of Regulation D under the Securities Act) who are not natural persons, estates or trusts, while (B) any organization or entity described in clause (A) is treated as a "U.S. person" under the U.S. Risk Retention Rules, regardless of whether it is so organized and owned by accredited investors (as defined in Rule 502 of Regulation D under the Securities Act) who are not natural persons, estates or trusts and (2) (A) a "U.S. person" under Regulation S includes any partnership or corporation organised or incorporated under the laws of the United States while (B) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States is treated as a "U.S. person" under the U.S. Risk Retention Rules.

The Investment Manager has advised the Issuer that it will not provide a waiver ("**U.S. Risk Retention Waiver**") to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value of all Classes of Notes being held by Risk Retention U.S. Persons on the Issue Date. Consequently, the Refinancing Notes being sold pursuant to the initial syndication of this Offering may not be purchased by, and will not be sold to any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Waiver from the Investment Manager. Each holder of a Refinancing Note or a beneficial interest therein acquired in the initial issuance of the Refinancing Notes, by its acquisition of a Refinancing Note or a beneficial interest in a Refinancing Note, will be deemed to represent to the Issuer, the Trustee, the Investment Manager and the Initial Purchaser that (1) it either (a) is not a Risk Retention U.S. Person or (b) has received a U.S. Risk Retention Waiver from the Investment Manager and (2) it is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules. Prospective investors and any transferee during the U.S. Risk Retention Restricted Period should note that interests in any Regulation S Note may not be exchanged for interests in a Rule 144A Note or otherwise sold or transferred to a Risk Retention U.S. Person at any time during the U.S. Risk Retention Restricted Period. See "*Plan of Distribution*" and "*Transfer Restrictions*".

There can be no assurance that the exemption provided for in the Foreign Safe Harbor will be available to the Investment Manager. In particular, the Investment Manager may not be successful in limiting investment by Risk Retention U.S. Persons to no more than 10 per cent. of the dollar value of all Classes of Notes held by Risk Retention U.S. Persons on the Issue Date. This may result from (a) misidentification of Risk Retention U.S. Person investors as persons that are not Risk Retention U.S. Person investors, (b) market movements or other matters that affect the calculation of the 10% dollar value of such securities or (c) misidentification of the classes of securities to which such limitation applies or the timing of the application of such limitation. Failure on the part of the Investment Manager to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Investment Manager, which could adversely affect the ability of the Investment Manager to perform its obligations under the Investment Management Agreement (and accordingly the value and secondary market liquidity of the Refinancing Notes). Furthermore, the general impact of the U.S. Risk Retention Rules on the loan securitisation market and the leveraged loan market is uncertain. In addition, after the Issue Date, the U.S. Risk Retention Rules may have adverse effects on the Issuer and/or the holders of the Refinancing Notes.

Unless the exemption provided for in the Foreign Safe Harbor or another exemption is available to the Investment Manager, the U.S. Risk Retention Rules would apply to any additional notes offered and sold by the Issuer after the Issue Date or any subsequent Refinancing.

The U.S. Risk Retention Rules would apply to any additional Notes issued after the Issue Date or any Refinancing. In addition, the SEC has indicated in contexts separate from the U.S. Risk Retention Rules that an "offer" and "sale" of securities may arise when amendments to securities are so material as to require holders to make an "investment decision" with respect to such securities. Thus, if the SEC were to take a similar position with respect to the U.S. Risk Retention Rules, they could apply to material amendments to the Trust Deed and the Notes, to the extent such amendments require investors to make a new investment decision with respect to the Notes, including a re-pricing. It is expected that the Investment Manager will seek to avail itself of the Foreign Safe Harbor in connection with any such additional issuance or Refinancing. However, if there is not sufficient interest from non-Risk Retention U.S. Persons, no assurance can be made that any such additional issuance or Refinancing will occur. In no case will the Investment Manager be required to acquire Notes to comply with the U.S. Risk Retention Rules. As a result, the U.S. Risk Retention Rules may adversely affect the Issuer (and the performance and market value of the Notes) if the Issuer is unable to undertake any such additional issuance or Refinancing and may affect the liquidity of the Notes. Furthermore, no assurance can be given as to whether the U.S. Risk Retention Rules will have any future material adverse effect on the business, financial condition or prospects of the Investment Manager or the Issuer or on the market value or liquidity of the Notes. See also "*Risk Factors - General - Risk Retention in Europe*".

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

CFTC Regulations and others

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

In particular, regulations promulgated by the CFTC or other relevant U.S. regulators require the posting of variation margin by entities such as the Issuer (the "**VM Requirements**") (insofar as it enters into Hedge Transactions with any Hedge Counterparty that is subject to these requirements). The VM Requirements went into effect in the United States on March 1, 2017. However, pursuant to published guidance from the CFTC dated February 13, 2017 and from the Board of Governers of the Federal

Reserve System and the Office of the Comptroller of the Currency dated February 23, 2017, the relevant US regulators have adopted a "no-action" position relating to such regulations as they apply to certain counterparties that do not present significant credit and market risks, in order to provide relief from compliance with the variation margin requirements to certain swap dealers until September 1, 2017, subject to certain conditions. While transactions existing prior to March 1, 2017 are expected to be exempt from the VM Requirements, Hedge Transactions entered into after March 1, 2017 would be subject to the VM Requirements, as might existing Hedge Transactions that undergo a material amendment, based on guidance provided and positions taken by U.S. regulators in other contexts. The Trust Deed does not permit the Issuer to post variation margin. Accordingly, the application of US regulations to a Hedge Transaction or a proposed Hedge Transaction could have a material adverse effect on the Issuer's ability to hedge its interest or currency rate exposure, or on the cost of such hedging, have unforeseen legal consequences on the Issuer or have other material adverse effects on the Issuer or the Noteholders.

Commodity Pool Regulation

The Issuer's ability to enter into Hedge Transactions may cause the Issuer to be a "commodity pool" as defined in the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") and the Investment Manager to be a "commodity pool operator" ("**CPO**") and/or a "commodity trading advisor" (a "**CTA**"), each as defined in the CEA in respect of the Issuer. The CEA, as amended by the Dodd-Frank Act, defines a "commodity pool" to include certain investment vehicles operated for the purpose of trading in "commodity interests" which includes swaps. CPOs and CTAs are subject to regulation by the CFTC and must register with the CFTC unless an exemption from registration is available. Based on certain CFTC interpretive guidance, the Issuer is not expected to be treated as a commodity pool and as such, the Issuer (or the Investment Manager on the Issuer's behalf) may enter into Hedge Agreements (or any other agreement that would fall within the definition of "swap" as set out in the CEA): (i) if, at the time such Hedge Agreement is entered into, it satisfies the Hedge Agreement Eligibility Criteria and the Portfolio Acquisition and Disposition Requirements, or (ii) following receipt of legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that it will not (x) cause the Issuer, its directors or officers, the Investment Manager or any of its or their affiliates or any other person to be required to register as a CPO and/or a CTA with the CFTC with respect to the Issuer or (y) eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act, unless and until the Issuer is no longer able to rely on, or elects not to rely on, the exclusion from registration under the Investment Company Act provided by Rule 3a-7.

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

Further, if the Investment Manager determines that additional Hedge Transactions should be entered into by the Issuer in excess of the trading limitations set forth in any applicable exemption from

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

Non-compliance with restrictions on ownership of the Notes could adversely affect the Issuer

Various U.S. regulatory requirements may restrict potential investors' ability to purchase Notes or make such an investment unattractive to them. U.S. banking regulations impose increased requirements for the amount of capital required by large banks and an increase in the assessment imposed by the Federal Deposit Insurance Corporation for deposit insurance in connection with owning certain securitization assets, including CLO securities. U.S. banking regulations also could require certain purchasers of the Notes to comply with applicable margin requirements, such as Regulation U. If the Issuer were determined not to qualify for the "loan securitization" exclusion under the Section 13 of the Bank Holding Company Act of 1956 and the rules and regulations promulgated thereunder (as amended, the "**Volcker Rule**") or were otherwise determined to be a "covered fund" for purposes of that rule, there would be limitations on the ability of banking entities to purchase or retain any Class deemed to be "ownership interests." This would be expected to include the Subordinated Notes but could also potentially include other Classes. One or more of these or other regulations may deter certain potential investors from purchasing the Notes, which may adversely affect the liquidity of the Notes in the secondary market.

See " *Risk Factors - The Investment Company Act*" below.

Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Initial Purchaser, the Investment Manager, the Trustee or any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the Volcker Rule to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

Reliance on Rating Agency Ratings

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

Flip Clauses

The validity and enforceability of certain provisions in contractual priorities of payments which purport to alter the priority in which a particular secured creditor is paid as a result of the occurrence of one or more specified trigger events, including the insolvency of such creditor ("**flip clauses**"), have been

challenged in the English and U.S. courts on the basis that the operation of a flip clause as a result of such creditor's insolvency breaches the "anti-deprivation" principles of English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency.

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

In the U.S. courts, the U.S. Bankruptcy Court for the Southern District of New York in *Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited. (In re Lehman Brothers Holdings Inc.)*, Adv. Pro. No. 09-1242-JMP (Bankr. S.D.N.Y. May 20, 2009) examined a flip clause and held that such a provision, which seeks to modify one creditor's position in a priority of payments when that creditor files for bankruptcy, is unenforceable under the U.S. Bankruptcy Code. Judge Peck acknowledged that this has resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". While BNY Corporate Trustee Services Ltd filed a motion for and was granted leave to appeal with the U.S. Bankruptcy Court, the case was settled before the appeal was heard. In 2012, a new suit was filed in the U.S. Bankruptcy Court by claimants in the *Belmont* case asking, among other things, for the U.S. Bankruptcy Court to recognise and enforce the decision of the English Supreme Court and to declare that flip clauses are enforceable under U.S. bankruptcy law notwithstanding that court's earlier decision. Plaintiffs in that suit have also filed a companion motion alleging that the issues in their complaint are tangential to the bankruptcy before the U.S. Bankruptcy Court and that, therefore, the suit should be removed to a U.S. district court. Given the current state of U.S. and English law, this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

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

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

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

LIBOR and EURIBOR Reform

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

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

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

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

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

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

The Euro Interbank Offered Rate ("**EURIBOR**") together with LIBOR, and other so-called "benchmarks" are the subject of proposals for reform by a number of international authorities and other bodies. In September 2013, the European Commission published a proposed regulation (the "**Benchmark Regulation**") on indices used as benchmarks in financial instruments and financial contracts.

The European Parliament adopted the Benchmark Regulation on 28 April 2016. The Benchmark Regulation was published in the Official Journal of the European Union and subsequently entered into force on 30 June 2016 and will apply with effect from 1 January 2018, with some provisions relating to certain identified critical benchmarks to apply immediately.

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

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

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

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

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

Investors should be aware that:

(a) any of the international, national or other 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 the EURIBOR benchmarks referenced in paragraph (A) of Condition 6(e)(i) (*Floating Rate of Interest*) are discontinued, interest on the Notes will be calculated under paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*); 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.

EU Financial Transaction Tax

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax (the "**FTT**") to be adopted in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, although Estonia has since formally ceased to participate (the "participating member states"). If the Commission's Proposal is adopted, the FTT would be a tax primarily on "**financial institutions**" (which would include the Issuer) in relation to "**financial transactions**" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

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

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)) if it is adopted based on the 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 or principal than expected. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

The Commission's Proposal initially identified the date of introduction of the FTT across the participating member states as being 1 January 2016. However, this anticipated introduction date has been extended on several occasions due to disagreement among the participating member states regarding a number of key issues concerning the scope and application of the FTT.

On 10 October 2016, following a meeting of the Finance Ministers of the participating member states, it was reported that an agreement in principle had been reached on certain key aspects of the FTT and that the EU Commission had consequently been asked to prepare draft FTT legislation on the basis of that agreement. No such draft FTT legislation has yet been published, however, and the details of the FTT remain to be agreed. Accordingly, the date of implementation of the FTT remains uncertain.

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.

Action Plan on Base Erosion and Profit Shifting

On 5 October 2015, the OECD published final reports, analyses and sets of recommendations ("**deliverables**") for each of the 15 actions it has identified as part of its "**BEPS Project**". Subsequently, during a meeting on 8 October 2015 in Lima, Peru, G20 finance ministers endorsed this final package of deliverables. The deliverables were subsequently endorsed by G20 Leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey.

The BEPS Project is a reference to the various discussion documents, proposals and recommendations that the OECD has published since 2013 as a means of reforming certain domestic and treaty-based tax rules. The purpose of the OECD in doing so has been to target so-called base erosion and profit shifting or "BEPS", which are practices designed to reduce taxable income in particular jurisdictions through the exploitation or other use of these tax rules.

Despite this overarching objective, the BEPS Project encompasses a wide range of areas, which may encroach upon tax treatments that are not necessarily considered to result from practices of this nature. Actions of the project which have a potentially broad ambit in this regard include Action 2 (Neutralising the Effects of Hybrid Mismatch Arrangements), Action 4 (Limiting Base Erosion Involving Interest Deductions and Other Financial Payments), Action 6 (Preventing the Granting of Treaty Benefits in Inappropriate Circumstances) and Action 7 (Preventing the Artificial Avoidance of Permanent Establishment Status).

The European Commission is also pursuing other initiatives, such as a common corporate tax base, the impact of which, if implemented, is uncertain.

Application to Issuer

Given the subject matter of the above actions and certain key ingredients of the Issuer's expected tax treatment (including the Issuer's ability to deduct interest under the Notes from its taxable profits and receive interest under Collateral Debt Obligations free of local withholding taxes under applicable double tax treaties), those actions are potentially relevant to the Issuer.

However, based exclusively on the content of the final reports that the OECD has published for those actions, it is not generally considered that the recommendations in those reports would adversely affect the Issuer's tax treatment if adopted by relevant jurisdictions. Possible exceptions to this relate to Actions 4 and 6 and the precise means by which jurisdictions ultimately adopt those recommendations, as described below.

Action 4

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

Countries would be free under the OECD's recommendation to apply this restriction to all companies. Alternatively, countries would be able to apply the restriction to companies that formed part of domestic and multinational groups only or to companies that formed part of multinational groups.

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

Council Directive (EU) 2016/1164 (the "**Directive**") lays down rules against tax avoidance practices that directly affect the functioning of the internal market. These include measures which closely follow those recommended in the Final Report relating to Action 4. Broadly, under article 4 of the Directive, "exceeding borrowing costs" (which are generally deductible borrowing costs in excess of any taxable interest and interest-equivalent income) of corporate taxpayers in EU Member States are deductible in the tax period in which they are incurred only up to 30 per cent. of the taxpayer's EBITDA.

However, among other options provided for in the Directive, individual EU Member States may choose to allow taxpayers a full deduction for "exceeding borrowing costs" up to EUR 3 million. Furthermore, a taxpayer may be allowed to deduct additional "exceeding borrowing costs" where the relevant taxpayer is a member of a consolidated group for financial accounting purposes and depending on the application of certain group ratios. EU Member States are generally required to adopt and publish laws, regulations and administrative provisions necessary to comply with the Directive by 31 December 2018, which provisions shall then be applied from 1 January 2019.

Accordingly, assuming Ireland will enact the Directive as required by all EU Member States, the Issuer will become subject to the interest limitation rule of the Directive. However, given that the Issuer is expected to have limited or no "exceeding borrowing costs" (see above in relation to the "net interest" of the Issuer), the restrictions of the interest limitation rule in the Directive may be of limited relevance to the Issuer.

Action 6

Certain recommendations that form part of the OECD's final report for Action 6 may also affect the Issuer depending upon the extent to which countries choose to adopt those recommendations in applicable double taxation treaties.

In particular, the OECD has recommended in that final report that countries implement one or both of a "limitation-on-benefits" ("**LOB**") provision and a "principal purposes test" ("**PPT**") and that benefits under those treaties are denied to entities that cannot satisfy these provisions.

Under the PPT that the OECD has recommended, an entity would generally be denied benefits under an applicable treaty if it were 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.

In contrast, under both the detailed and simplified versions of the LOB provisions that the OECD has provisionally recommended in its final report for Action 6 (the final form of those provisions remains subject to further work on the part of the OECD), the Issuer may be denied benefits under applicable double tax treaties unless certain conditions based on its legal nature, ownership structure and activities were satisfied, none of which it is considered the Issuer would currently be able to satisfy.

As a result, if an LOB of either the simplified or more detailed nature that has been included in the OECD's final report for Action 6 were implemented into an applicable double tax treaty, the Issuer might be denied benefits under that treaty, including in respect of withholding tax otherwise applicable to interest to which the Issuer is entitled under Collateral Debt Obligations.

However, as part of the LOB provisions that are recommended in the OECD's final report for Action 6, it is proposed that a company such as the Issuer would be able to apply to the tax authorities of the other contracting state for the granting of discretionary benefits under an applicable treaty (that is, in place of having to satisfy the other LOB provisions) provided that "the establishment, acquisition or maintenance of the [company in question] and the conduct of its operations" do not have as one of their "principal purposes the obtaining of [the applicable treaty] benefit".

The OECD indicated in its final report for Action 6 that the treaty entitlement of "non-CIV [collective investment] funds" such as the Issuer would continue to be considered and that the OECD may publish revised LOB provisions to take account of this in 2016 (potentially making it easier for the Issuer to satisfy those provisions).

As preparation for this, the OECD published a discussion document dated 24 March 2016 which suggested possible means under which such "non-CIV funds" such as the Issuer might be able to satisfy or be exempt from the type of LOB provision that is recommended in the final report for Action 6 (special accommodation or exemption is suggested, for example, relating to certain "widely held" and "regulated" investment funds or those with a high proportion of treaty eligible investors). A further discussion document detailing examples of transactions featuring non-CIV funds was published on 6 January 2017.

It is unclear, however, which, if any, of the suggestions will form part of any special regime that Action 6 ultimately recommends for non-CIV funds of this nature. The extent to which any of the suggestions would actually benefit the Issuer is also unclear.

However, on 28th January 2016 the EU Commission published its own draft "Anti-Tax Avoidance Directive" aimed at countering corporate tax avoidance, in which the Commission did not recommend that Member States adopt the LOB provisions that were included in the final report for Action 6 (broadly because the Commission views the narrowness of those LOB provisions in certain areas as detrimental to the EU Single Market (particularly the Capital Markets Union) by discouraging cross-border investment). Instead, the Commission recommended that if such Members States adopt PPT provisions in their double tax treaties, they adopt a particular version of those provisions which accommodates EU case law.

As a final point, it should be noted that under Action 15 of the BEPS Project the intention is for countries to implement the treaty-based measures that are recommended under Action 6 by way of multilateral instrument rather than by way of the more protracted process of negotiating and amending individual tax treaties. On 24 November 2016, therefore, 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. The accompanying press release stated that a first "high-level" signing ceremony for the Multilateral Instrument will take place in the week beginning 5 June 2017.

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

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

In particular, it remains to be seen what specific changes will be made to 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 on Action 6 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.

FATCA

FATCA potentially imposes a withholding tax of 30 per cent. on certain payments made to the Issuer, including potentially all interest paid on, and proceeds from the sale or other disposition of Collateral Debt Obligations or Eligible Investments in U.S. obligors, unless the Issuer complies with regulations in Ireland that implement the intergovernmental agreement between Ireland and the United States (the "**Ireland IGA**"). The Ireland IGA requires, among other things, that the Issuer collect and, in certain circumstances, provide to the Irish Revenue Commissioners (which will provide such information to the IRS) substantial information regarding certain direct and indirect holders of the Notes unless the Issuer qualifies as a "Non-Reporting Irish Financial Institution" (as defined in the Ireland IGA) or is otherwise entitled to an exemption under FATCA. The Issuer anticipates that withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, or the Issuer is unable to comply with FATCA, including the Ireland IGA. The Issuer intends to comply with its obligations under FATCA, including the Ireland IGA. However, in some cases, the ability to comply could depend on factors outside of the Issuer's control. The rules under FATCA, including the Ireland IGA may also change in the future. Future guidance may subject payments on the Notes to a withholding tax of 30 per cent. if each foreign financial institution ("**FFI**"), as defined under FATCA, that holds any such Note, or any intermediary through which any such Note is held, has not entered into an information reporting agreement with the IRS under FATCA or complied with the terms of a relevant intergovernmental agreement. Holders that do not supply information required under the Trust Deed to permit compliance by the Issuer with FATCA, including the Ireland IGA, or whose ownership of Notes may otherwise prevent the Issuer from complying with FATCA (for example by causing the Issuer to be affiliated with a non-compliant FFI), may be subjected to punitive measures under the Trust Deed, including but not limited to forced transfer of their Notes (see further "*Risk Factors – Forced Transfer*"). There can be no assurance, however, that these measures will be effective, and that the Issuer and holders of the Notes will not be subject to withholding taxes under FATCA, including regulations implementing the Ireland IGA. The imposition of such taxes could materially affect the Issuer's ability to make payments on the Notes or could reduce such payments, and FATCA

Compliance Costs may be significant. If the Issuer were to move from Ireland to another jurisdiction, the Issuer would be required to enter into an agreement with the IRS or comply with the terms of that jurisdiction's intergovernmental agreement with the United States relating to FATCA in order to avoid the imposition of FATCA withholding. FATCA may also apply to intermediaries and holders may be subject to withholding or forced transfers if they do not comply with similar information requests made by an intermediary (or if an intermediary otherwise fails to comply with FATCA).

FATCA and the provisions of the Ireland IGA and Irish regulations are complex and their application to the Issuer is not entirely certain as the rules continue to be issued and revised. Each Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its particular circumstance.

Withholding Tax on the Notes

So long as the Notes remain listed on the Irish Stock Exchange or another recognised stock exchange, no withholding tax would currently be imposed on payments of interest on the Notes. However, there can be no assurance that the law will not change. In addition, the Issuer has the right to withhold up to 30 per cent. on all payments made to any holder or beneficial owner of an interest in any of the Notes that fails to comply with its requests for identifying information to enable the Issuer to achieve FATCA Compliance or to certain FFIs that fail to enter into a FATCA agreement with the IRS. See further "*Risk Factors – FATCA*" above.

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.

In the event of the occurrence of a Note Tax Event pursuant to which any payment on the Notes of any Class becomes properly subject to any withholding tax or deduction on account of tax, the Notes may be redeemed in whole but not in part at the direction of (a) the holders of each of the Controlling Class or the Subordinated Notes, in each case acting by way of Extraordinary Resolution, or (b) the Retention Holder, 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 Payments.

The Issuer Could Be Subject to Material U.S. Net Income Tax in Certain Circumstances

The Issuer expects to continue to conduct its affairs in such a manner that it will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. Although there is no direct authority in the U.S. federal tax law addressing transactions similar to those contemplated herein, under current law and assuming compliance with the Issuer's organisational documents and with the Transaction Documents, and assuming the Issuer has and continues to conduct its affairs in accordance with the Issuer's contemplated activities and the Operating Guidelines, the Issuer believes its contemplated activities will not cause it to be engaged in a trade or business in the United States for U.S. federal income tax purposes. As a consequence, the Issuer believes that its net income will not become subject to U.S. federal income tax. There can be no assurance, however, that the Issuer's net income will not become subject to U.S. federal income tax as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or U.S. courts or other causes. If the Issuer were determined to be engaged in a trade or business within the United States for U.S. federal income tax purposes, its income effectively connected with its trade or business (computed possibly without any allowance for deductions) would be subject to U.S. federal income tax at the usual corporate rate, and possibly to a branch profits tax of 30 per cent. as well. The imposition of such taxes would materially affect the Issuer's financial ability to make payments on the Notes.

The Issuer May Form Blocker Subsidiaries That Would Be Subject to U.S. Tax

To reduce the risk that the Issuer could be engaged in a trade or business within the United States for U.S. federal income tax purposes and therefore be subject to U.S. federal income tax on a net income

basis at U.S. corporate income tax rates (and possibly a 30 per cent. branch profits tax), in certain circumstances set forth in the Transaction Documents, certain Ineligible Obligations may be owned by one or more Blocker Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes: provided that with respect to any Ineligible Obligation described in clause (b) or (c) of the definition of "Ineligible Obligation", the Issuer shall contribute such Ineligible Obligation to a Blocker Subsidiary upon such Ineligible Obligation's failure to satisfy paragraph (cc) or paragraph (v) of the Eligibility Criteria, as applicable. Any foreign Blocker Subsidiary may be treated as engaged in a trade or business within the United States and may be subject to U.S. federal income tax on a net income basis at U.S. corporate income tax rates (and possibly a 30 per cent. branch profits tax) on a net income basis at normal corporate tax rates, and may file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or the Blocker Subsidiary may be subject to a 30 per cent. U.S. withholding tax on some or all of its income. In addition, U.S. Holders will not be permitted to use losses recognised by the Blocker Subsidiary to offset gains recognised by the Issuer and may be subject to the adverse passive foreign investment company or controlled foreign corporation rules with respect to the Blocker Subsidiary. In the case of a U.S. Blocker Subsidiary, the Blocker Subsidiary would be subject to U.S. federal income tax on a net income basis at normal corporate tax rates, and would be required to file U.S. tax returns and reports. In addition, distributions from the Blocker Subsidiary to the Issuer may be subject to a 30 per cent. U.S. withholding tax. Prospective investors should consult their tax advisors regarding their consequences if the Issuer organises a Blocker Subsidiary.

U.S. Tax Characterisation of the Notes

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

The Issuer agrees, and, by its acceptance of a Subordinated Note, each holder will be deemed to have agreed, to treat such Subordinated Note as equity in the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law.

Changes in Tax Law; No Gross Up; General

At the time when they are acquired by the Issuer, payments of interest on the Collateral Debt Obligations either will not be reduced by any withholding tax imposed by any jurisdiction (with the exception of withholding tax on commitment fees, facility fees, and other similar fees associated with Collateral Debt Obligations constituting Revolving Obligations and Delayed Drawdown Collateral Debt Obligations and, potentially, taxes imposed under FATCA) or, if and to the extent that any such withholding tax does apply, either such withholding tax can be sheltered by application being made under a double tax treaty or otherwise or the relevant Obligor will be obliged to make gross up payments to the Issuer that cover the full amount of such withholding on an after-tax basis. 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 relevant Obligor or (c) the fact that the Issuer has taken a Participation in such Collateral Debt Obligations from a Selling Institution which is able to pay interest payable under such Participation gross without

withholding or deduction of tax. If the Issuer receives any interest payments on any Collateral Debt Obligation net of any applicable withholding tax, the Coverage Tests and Collateral Quality Tests will be determined by reference to such net receipts. Such tax would also reduce the amounts available to make payments on the Notes. There can be no assurance that remaining payments on the Collateral Debt Obligations would be sufficient to make timely payments of interest, principal and other amounts payable in respect of the Notes of each Class.

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

Many jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws, and regulations (collectively, the "**Requirements**"). Any of the Issuer, the Initial Purchaser, the Investment Manager or the Trustee could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Initial Purchaser, the Investment Manager and the Trustee will comply with Requirements to which they are or may become subject and to interpret such Requirements broadly in favour of disclosure. Failure to honour any request by the Issuer, the Initial Purchaser, the Investment Manager or the Trustee to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Initial Purchaser, the Investment Manager or the Trustee to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Notes. In addition, it is expected that each of the Issuer, the Initial Purchaser, the Investment Manager and the Trustee intends to comply with applicable anti-money laundering and anti-terrorism, economic and trade sanctions, and anti-corruption or anti-bribery laws, and regulations of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith.

Third Party Litigation; Limited Funds Available

The Issuer's investment activities may subject it 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 against claims against the Issuer by third parties and paying any amounts pursuant to settlements or judgments would be borne by the Issuer. The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Collateral Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited amounts available in accordance with the Priorities of Payments. If such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and the Issuer may not be able to defend or prosecute legal proceedings that may be bought against it or that the Issuer might otherwise bring to protect its interests.

CRA Regulation in Europe

On 13 May 2013, the finalised text of a Regulation of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies ("**CRA3**") was published. CRA3 became effective on 20 June 2013 (the "**CRA3 Effective Date**"). Article 8(b) of CRA3 requires issuers, sponsors and originators of structured finance instruments such as the Notes to make detailed disclosures of information relating to those structured finance instruments. The European Commission has adopted a delegated regulation, detailing the scope and nature of the required disclosure. Such disclosure and reporting requirements became effective on 1 January 2017 and need to be made via a website to be set up by ESMA. However, as yet, this website has not been set up, so issuers, originators and sponsors are currently unable to comply with Article 8(b). In their current form, the regulatory technical standards only apply to structured finance instruments for which a reporting template has been specified. Currently there is no template for CLO transactions but if a template for CLO transactions were to be published and the website for disclosure were to be set up by ESMA, on and after the application date of the disclosure obligations, the Issuer may incur additional costs and

expenses to comply with such disclosure obligations. Such costs and expenses would be payable by the Issuer as Administrative Expenses. In accordance with the current proposed Draft STS Regulation, it is intended that Article 8(b) of CRA3 will be repealed and that disclosure requirements will be governed thereafter by the final STS regulation. However, it is uncertain at this time if the Draft STS Regulation will be adopted in its current form.

Additionally, CRA3 has introduced a requirement that issuers or related third parties of structured finance instruments solicit two independent ratings for their obligations; and should consider appointing at least one rating agency having less than a ten per cent. market share. The Issuer has engaged S&P and Moody's as independent rating agencies to rate each Class of Rated Notes. The Issuer considered appointing a rating agency with no more than ten per cent. of the total market share but determined not to do so. Investors should consult their legal advisers as to the applicability of CRA3 in respect of their investment in the Notes.

Each of Moody's Investors Service Ltd and Standard & Poor's Credit Market Services Europe Limited are established in the EU and are registered under CRA3.

Negative Interest Rates

Investors should be aware that, pursuant to the Agency Agreement, to the extent that the European Central Bank's or any other authority's deposit rate from time to time results in the Account Bank incurring negative deposit rates as a result of maintaining the Accounts on the Issuer's behalf, the Issuer is required to pay to the Account Bank an amount equal to any such negative interest charged on such Account or on cash deposits made on behalf of the Issuer. Any such amounts will be payable as an Administrative Expense, subject to and in accordance with the Priorities of Payments, and may negatively affect the amounts payable to Noteholders.

CRS

The Common Reporting Standard ("**CRS**") framework was first released by the OECD in February 2014. To date, more than 90 jurisdictions have publically committed to implementation, many of which are early adopter countries, including Ireland. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "**Standard**") was published, involving the use of two main elements, the Competent Authority Agreement ("CAA") and the CRS.

The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local Financial Institutions ("**FIs**") relating to account holders tax resident in other participating countries to assist in the efficient collection of tax.

The OECD, in developing the CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It will result in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Regulated Banking Activity

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

Collateral Debt Obligations subject to these local law requirements may restrict the Issuer's ability to purchase the relevant Collateral Debt Obligation or may require it to obtain exposure via a

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

EU Bank Recovery and Resolution Directive

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

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

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

The resolution mechanisms under the BRRD correspond closely to those available to the Single Resolution Board (the "**SRB**") and the European Commission under the single resolution mechanism provided for in Regulation (EU) No 806/2014 (the "**SRM Regulation**"). The SRM Regulation applies to participating Member States (including Member States outside the Euro zone that voluntarily

participate through a close co-operation agreement). In such jurisdictions, the SRB will take on many of the functions that would otherwise be assigned to national Resolution Authorities by the BRRD. If a Member State outside the Euro zone (such as the UK) has chosen not to participate in the bank single supervisory mechanism, relevant institutions established in such Member State will not be subject to the SRM Regulation, but to the application of the BRRD by the Resolution Authorities. It is possible, on the specific facts of a case, that resolution plans and resolution decisions made by the SRB may differ from the resolution schemes that would have been applied by the Resolution Authorities. Therefore, the way in which a relevant institution is resolved and ultimately, the effect of any such resolution on the Issuer and the Noteholders may vary depending on the authority applying the resolution framework.

Relating to the Notes

Limited Liquidity and Restrictions on Transfer

Although there is currently a limited market for notes representing collateralised debt obligations similar to the Refinancing Notes, there is currently no market for the Refinancing Notes themselves. The Initial Purchaser may make a market for the Refinancing Notes, but is not obliged to do so, and any such market-making may be discontinued at any time without notice. There can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Notes. Consequently, a purchaser must be prepared to hold such Notes for an indefinite period of time or until the Maturity Date. In addition, no sale, assignment, participation, pledge or transfer of the Notes may be effected if, among other things, it would require any of the Issuer or any of their officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action. Furthermore, the Notes will not be registered under the Securities Act or any U.S. state securities laws, and the Issuer has no plans, and is under no obligation, to register the Notes under the Securities Act. The Notes are subject to certain transfer restrictions and can be transferred only to certain transferees. See "*Plan of Distribution*" and "*Transfer Restrictions*" sections of this Prospectus. Such restrictions on the transfer of the Notes may further limit their liquidity. In addition, the Class X Notes are disenfranchised in respect of any IM Removal Resolution and such restrictions may limit their liquidity.

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 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 provisions set out in Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*) and, after the redemption in full of the Rated Notes, Condition 7(b)(viii) (*Optional Redemption of Subordinated Notes*). 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 Payments.

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

The Rated Notes may be redeemed in whole from Sale Proceeds and/or Refinancing Proceeds (i) on any Business Day after the expiry of the Non-Call Period, either (x) at the written direction of the Subordinated Noteholders acting by way of Extraordinary Resolution or (y) at the written direction in writing of the Retention Holder, subject in both cases, to the consent of the Investment Manager; (ii) on any Business Day following the occurrence of a Collateral Tax Event at the direction of (x) the Subordinated Noteholders acting by Extraordinary Resolution or (y) the Retention Holder; or (iii) on any Payment Date following the occurrence of a Note Tax Event at the written direction of (x) the Controlling Class or the Subordinated Noteholders acting by way of Extraordinary Resolution or (y) the Retention Holder.

In addition, the Rated Notes may be redeemed in part by Class (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes and (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes) from Refinancing Proceeds at the applicable Redemption Prices, on any Business Day falling on or after expiry of the Non-Call Period at the written direction of the Subordinated Noteholders acting by Ordinary Resolution or at the written direction of the Investment Manager or the Retention Holder (subject to the prior written consent of the Investment Manager, acting in its sole discretion). Any such redemption shall be of an entire Class or Classes of Notes subject to a number of conditions. See Condition 7(b) (*Optional Redemption*).

As described in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) Refinancing Proceeds may be used in connection with either a redemption in whole of the Rated Notes or a redemption in part of the Rated Notes by Class (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes and (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes). In the case of a Refinancing upon a redemption of the Rated Notes in whole but not in part, such Refinancing will only be effective if (among other things) the Refinancing Proceeds, all Sale Proceeds from the sale of Collateral Debt Obligations and Eligible Investments received in accordance with the procedures set forth in the Trust Deed, and all other available funds will be at least sufficient to pay any Refinancing Costs and all amounts due and payable in respect of all Classes of Notes (including without limitation Deferred Interest on any Class of Rated Notes entitled thereto) save for the Subordinated Notes and all amounts payable in priority thereto pursuant to the Priorities of Payments (subject to any election to receive less than 100 per cent. of Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments.

In the case of a Refinancing upon a redemption of the Rated Notes in part by Class (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes and (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes), such Refinancing will only be effective if certain conditions are satisfied, including but not limited to: (i) any redemption of a Class of Rated Notes is a redemption of the entire Class (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes and (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes) which is subject to the redemption and (ii) the sum of (A) the Refinancing Proceeds and (B) the amount of Interest Proceeds standing to the credit of the Interest Account in excess of the aggregate amount of Interest Proceeds which would be applied in accordance with the Interest Proceeds Priority of Payments prior to paying any amount in respect of the Subordinated Notes will be at least sufficient to pay the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption in full and all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing in full. See Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

The Trust Deed provides that the holders of the Subordinated Notes will not have any cause of action against any of the Issuer, the Investment Manager, the Collateral Administrator, the Initial Purchaser or

the Trustee for any failure to obtain a Refinancing (including as a result of the Investment Manager determining in its sole discretion not to provide its consent thereto). In particular, there can be no assurance that the Subordinated Noteholders or the Retention Holder will be able to exercise their right to redeem the Rated Notes as described above since in both cases the consent of the Investment Manager is required in accordance with Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*). 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 be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the written direction of either of (x) the Subordinated Noteholders (acting by Extraordinary Resolution), (y) the Investment Manager or (z) the Retention Holder.

The Investment Manager or the Retention Holder may also cause the Issuer to redeem the Rated Notes in whole from Sale Proceeds on any Payment Date falling on or after the expiry of the Non-Call Period, if the Aggregate Collateral Balance is less than 15 per cent. of the Target Par Amount.

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

The Notes are Subject to Special Redemption at the Option of the Investment Manager

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

Mandatory Redemption

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 residual returns to the Subordinated Noteholders, including in relation to the breach of any of the Coverage Tests. See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

The Reinvestment Period may Terminate Early

The Reinvestment Period may terminate early if any of the following occur: (a) acceleration following an Event of Default or (b) the Investment Manager notifies the Issuer that it is unable to invest in additional Collateral Debt Obligations in accordance with the Investment Management Agreement.

Early termination of the Reinvestment Period could adversely affect returns to the Subordinated Noteholders and may also cause the holders of Rated Notes to receive principal payments earlier than anticipated.

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

After the end of the Reinvestment Period, the Investment Manager may still reinvest Unscheduled Principal Proceeds received with respect to the Collateral Debt Obligations and the Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations, subject to certain conditions set forth in the Trust Deed and the Investment Management Agreement. See "*The Portfolio - Reinvestment of Collateral Debt Obligations – Following the Expiry of the Reinvestment Period*" below.

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

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

(a) the Issuer may, at any time, issue and sell additional Notes and use the net proceeds to acquire Collateral Debt Obligations and, if applicable, enter into Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes and ownership of disposition of the Collateral Debt Obligations or (in the case of a further issuance of Subordinated Notes) apply such net proceeds as Interest Proceeds (see Condition 17 (*Additional Issuances*)); and/or

(b) the Investment Manager may, pursuant to the Priorities of Payments, apply funds by either deferring or designating for reinvestment in Collateral Debt Obligations all or a portion of the Investment Management Fees that would otherwise have been payable to it (see the Priorities of Payments).

Any such action could result in satisfaction of a Coverage Test that would otherwise be failing and could also prevent certain Events of Default from occurring and thus 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 "*Average Life and Prepayment Considerations*" below).

Additional Issuances of Subordinated Notes not subject to Anti-Dilution Rights or Noteholder approval

The Issuer may issue and sell additional Subordinated Notes subject to the satisfaction of a number of conditions, including but not limited to the consent of (i) the Retention Holder (ii) the Investment Manager and (iii) the Subordinated Noteholders acting by way of Ordinary Resolution. However, the consent of the Subordinated Noteholders to any additional issuance of Subordinated Notes if such issuance is required in order to prevent or cure a Retention Deficiency for any reason shall not be required. In addition, the holders of the relevant Class of Notes in respect of which further Notes are issued shall be afforded the opportunity to purchase additional Notes of the relevant Class in an amount not to exceed the percentage of the relevant Class of Notes each holder held immediately prior to the issuance of such additional Notes. However, this requirement does not apply to any additional issuance of Subordinated Notes if such issuance is required in order to prevent or cure a Retention Deficiency for any reason. Further, the Retention Holder may, acting in a commercially reasonable manner and subject to the prior written consent of the Investment Manager, instruct the Issuer to issue and sell additional Subordinated Notes to prevent or cure a Retention Deficiency for any reason. Accordingly, the proportion of Subordinated Notes held by a Subordinated Noteholder may be diluted following an additional issuance of Subordinated Notes. See Condition 17 (*Additional Issuances*).

Limited Recourse Obligations

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

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

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 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 also result in any payments on the Notes made during the period prior to such presentation being deemed to be a fraudulent or improper disposition of the Issuer's assets.

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

Subject to the distribution of Collateral Enhancement Obligation Proceeds pursuant to the Collateral Enhancement Obligation Proceeds Priority of Payments described below, the Class B Notes are fully subordinated to the Class X Notes and the Class A Notes, the Class C Notes are fully subordinated to the Class X Notes, the Class A Notes and the Class B Notes, the Class D Notes are fully subordinated to the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, the Class E Notes are fully subordinated to the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Class F Notes are fully subordinated to the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and the Subordinated Notes are fully subordinated to the Rated Notes.

Subject to the distribution of Collateral Enhancement Obligation Proceeds pursuant to the Collateral Enhancement Obligation Proceeds Priority of Payments described below, the payment of principal and interest on any other Classes of Notes may not be made until all payments of principal and interest due and payable on any Classes of Notes ranking in priority thereto pursuant to the Priorities of Payments have been made in full. Residual 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 Investment Manager on behalf of the Issuer to transfer residual amounts which would have been payable on the Subordinated Notes to the Collateral Enhancement Account to be applied in the acquisition of Substitute Collateral Debt Obligations or in the acquisition or exercise of rights under Collateral Enhancement Obligations and the requirement to transfer amounts to the Principal Account if the Reinvestment Overcollateralisation Test is not met during the Reinvestment Period. Notwithstanding the above, Collateral Enhancement Obligation Proceeds may be distributed to the Subordinated Noteholders pursuant to the Collateral Enhancement Proceeds Priority of Payments on a Payment Date on which scheduled interest on the Rated Notes is not paid in full.

Non-payment of any Interest Amount due and payable in respect of: (i) the Class X Notes, the Class A Notes or the Class B Notes; or (ii) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (in each case to the extent that the relevant Class is the most senior Class of Notes Outstanding), on any Payment Date, will constitute an Event of Default pursuant to Condition 10(a)(i) (*Non-payment of interest*) (where such non-payment continues for a period of at least five Business Days or 10 Business Days in the case of an administrative error or omission). 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*).

In the event of any acceleration of the Controlling Class, each other Class of Notes will also be subject to automatic acceleration and, upon enforcement of the security over the Collateral, the Collateral will 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 X Noteholders and the Class A Noteholders. Remedies pursued on behalf of the Class X Noteholders and the Class A Noteholders could be adverse to the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class B Noteholders could be adverse to the interests of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and 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 Subordinated Noteholders. Remedies pursued on behalf of the Class F Noteholders could be adverse to the interests of the Subordinated Noteholders.

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

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, at any time, scheduled interest on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, or to pay residual interest and principal distributions on the Subordinated Notes, due to there being insufficient funds available to pay such interest in accordance with the applicable Priority of Payments, will not be an Event of Default pursuant to Condition 10(a)(i) (*Non-payment of interest*) unless such Class is the most senior Class of Notes Outstanding. Payments of residual interest and principal distributions on the Subordinated Notes will only be made to the extent that there are Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds available for such purpose in accordance with the Priorities of Payments. No residual interest or principal distributions may therefore be payable on the Subordinated Notes for an unlimited period of time, to maturity or at all.

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

Reports Provided by the Collateral Administrator Will Not Be Audited

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

Ratings of the Notes Not Assured and Limited in Scope

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by any Rating Agency at any time. Credit ratings represent a rating agency's opinion regarding the credit quality of an asset but are not a guarantee of such quality. There is no

assurance that a rating accorded to any of the Rated Notes will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a Rating Agency if, in its judgement, circumstances in the future so warrant. If a rating initially assigned to any of the Rated Notes is subsequently lowered for any reason, no person or entity is required to provide any additional support or credit enhancement with respect to any such Rated Notes and the market value of such Rated Notes is likely to be adversely affected.

Prospective investors in the Rated 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 Prospectus and the Transaction Documents. The rating assigned to any Rated Note may also be lowered following the occurrence of an event or circumstance despite the fact that the related Rating Agency previously provided confirmation that such occurrence would not result in the rating of such Rated Note being lowered. Additionally, any Rating Agency may, at any time and without any change in its published ratings criteria or methodology, lower or withdraw any rating assigned by it to any Class of Rated Notes. If any rating initially assigned to any Rated Note is subsequently lowered or withdrawn for any reason, holders of the Rated Notes may not be able to resell their Rated Notes without a substantial discount. Any reduction or withdrawal to the ratings on any Class of Rated Notes may significantly reduce the liquidity of such Notes and may adversely affect the Issuer's ability to make certain changes to the composition of the Collateral.

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

If a Rating Agency announces or informs the Trustee, the Investment Manager or the Issuer that confirmation from such Rating Agency is not required for a certain action, that it is declining to review the effect of such 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 of liquidity of the Notes.

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

Rule 17g-5 under the Exchange Act requires each rating agency providing a rating of a structured finance product (such as this transaction) paid for by the "arranger" (defined as the issuer, the

underwriter or the sponsor) to obtain an undertaking from the arranger to (i) create a password protected website, (ii) post on that website all information provided to the rating agency in connection with the initial rating of any Class of Rated Notes and all information provided to the rating agency in connection with the surveillance of such rating, in each case, contemporaneous with the provision of such information to the applicable rating agency and (iii) provide access to such website to other rating agencies that have made certain certifications to the arranger regarding their use of the information. In this transaction, the "arranger" is the Issuer.

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

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

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

Average Life and Prepayment Considerations

The Maturity Date of the Notes is the Payment Date falling on or about 15 July 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 loans, including the existence and frequency of exercise of any optional or mandatory redemption features, the prevailing level of interest rates, the redemption price, 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 Collateral Debt Obligations 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 will also affect the maturity and average lives of the Notes.

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

Estimates of the average lives of the Notes, together with any projections, forecasts and estimates provided to prospective purchasers of the Notes, are forward-looking statements. Projections are necessarily speculative in nature, and it should be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, actual results will vary from the projections, and such variations may be material. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates, exchange rates and default and recovery rates; market, financial or legal uncertainties; the timing of acquisitions of Collateral Debt Obligations; differences in the actual allocation of Collateral Debt Obligations among asset categories from those assumed; mismatches between the time of accrual and receipt of Interest Proceeds from the Collateral Debt Obligations. None of the Issuer, the Investment Manager, the Trustee, the Initial Purchaser, 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 Prospectus or to reflect the occurrence of unanticipated events.

Volatility of the Subordinated Notes

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

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

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

A decrease in EURIBOR will lower the interest payable on the Floating Rate Notes and an increase in EURIBOR may indirectly reduce the credit support to the Notes

The Floating Rate Notes accrue interest based on EURIBOR. On the Issue Date, the Floating Rate Notes will accrue interest at a rate based on three month EURIBOR. For any Accrual Period during which a Frequency Switch Event occurs and for each Accrual Period following such Frequency Switch Event, the Floating Rate Notes will accrue interest at a rate based on six month EURIBOR, provided that if a Frequency Switch Event occurs during an Accrual Period, the Floating Rate Notes will accrue interest at a rate based on six month EURIBOR from the Interest Determination Date immediately prior to such Frequency Switch Event.

The interest rate may fluctuate from one Accrual Period to another in response to changes in EURIBOR. The Subordinated Notes do not bear a stated rate of interest. EURIBOR has, in the past, experienced high volatility and significant fluctuations. It is possible that EURIBOR will continue to fluctuate and none of the Issuer, the Collateral Administrator, the Investment Manager, the Initial Purchaser or any of their respective Affiliates make any representation as to the level of EURIBOR in the future. Because the Floating Rate Notes bear interest based upon three month EURIBOR, or six month EURIBOR following Frequency Switch Event, as described in Condition 6(e)(i) (*Floating Rate of Interest*), there may be a basis mismatch between the Floating Rate Notes and the underlying Collateral with interest rates based on an index other than EURIBOR, interest rates based on EURIBOR for a different period of time or even three month or six month EURIBOR for a different accrual period. In addition, not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fixed Rate Collateral Debt Obligations. It is possible that EURIBOR payable on the Floating Rate Notes may rise (or fall) during periods in which EURIBOR (or another applicable index) with respect to the various Collateral is stable or falling (or rising but capped at a level lower than EURIBOR for the Floating Rate Notes). No assurance can be made that the portion of Floating Rate Collateral Debt Obligations of the Issuer that bear interest based on indices other than EURIBOR will not increase in the future. Some Collateral Debt Obligations, however, may have EURIBOR floor arrangements that may help mitigate this risk, but there is no requirement for any Collateral Debt Obligation to have a EURIBOR floor and there is no guarantee that any such EURIBOR floor will fully mitigate the risk of falling EURIBOR. If EURIBOR payable on the Floating Rate Notes rises during periods in which EURIBOR (or another applicable index) with respect to the various Collateral Debt Obligations and Eligible Investments is stable or during periods in which the Issuer owns assets forming part of the Collateral bearing interest at a fixed rate, is falling or is rising but is capped at a lower level, "excess spread" (i.e., the difference between the interest collected on the Collateral and the sum of the interest payable on the Floating Rate Notes and certain transaction fees payable by the Issuer) that otherwise would be available as credit support may instead be used to pay interest on the Floating Rate Notes.

In circumstances where, following the occurrence of a Frequency Switch Event, the Payment Dates have become 15 April and 15 October each year (in accordance with the definition of "Payment Date"), the final Accrual Period prior to the Maturity Date will be a three month period, and the EURIBOR rate applicable to this final Accrual Period will be three month EURIBOR. As a result, depending on the difference between the offered rate for three month EURIBOR and the offered rate for six month EURIBOR, interest accrued during this final Accrual Period may be higher or lower than a three month Accrual Period to which six month EURIBOR was applicable.

There may also be a timing mismatch between the Floating Rate Notes and the underlying Collateral Debt Obligations as EURIBOR (or other applicable index) on such Collateral Debt Obligations may adjust more frequently or less frequently, on different dates than EURIBOR on the Floating Rate Notes. Such a mismatch could result in the Issuer not collecting sufficient Interest Proceeds to make interest payments on the Floating Rate Notes. In addition to Interest Smoothing, as further described herein, the Issuer may or may not enter into interest rate swap transactions to hedge any interest rate or timing mismatch. To the extent described herein, the Issuer may enter into Hedge Agreements to reduce the effect of any such interest rate mismatch. The Investment Manager shall only cause the Issuer to enter into Hedge Agreements that either (i) satisfy the Hedge Agreement Eligibility Criteria at the time such Hedge Agreements are entered into; or (ii) in respect of which, the Issuer obtains legal advice of U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that such arrangements will not (x) cause the Issuer or the Investment Manager to be required to register as a CPO and/or a CTA with the CFTC with respect to the Issuer or (y) eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act, unless and until the Issuer is no longer able to rely on, or elects not to rely on, the exclusion from registration under the Investment Company Act provided by Rule 3a-7. In addition, the Issuer will not acquire (whether by purchase or substitution) or dispose of a Collateral Debt Obligation unless the Portfolio Acquisition and Disposition Requirements are satisfied which includes a requirement that a Collateral Debt Obligation is not being acquired or disposed of for the primary purpose of recognising gains or decreasing losses resulting from market

value changes; provided that, on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references to such requirements in the Transaction Documents shall no longer be in effect. Notwithstanding any other provisions in the Transaction Documents, unless and until the Issuer (or the Investment Manager on its behalf) is no longer able to rely on, or elects not to rely on, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer will be subject to the requirements of Rule 3a-7, which provide that any issuer who is engaged in the business of purchasing, or otherwise acquiring and holding Eligible Assets (and in activities related or incidental thereto), and who does not issue redeemable securities will not be deemed to be an investment company for purposes of the Investment Company Act; provided that the conditions specified under Rule 3a-7 (including, among other things, the Portfolio Acquisition and Disposition Requirements) are met. For further details see "*Hedging Arrangements*".

Even if the Issuer were to enter into one or more Hedge Agreements, there can be no assurance that the Collateral Debt Obligations and the Eligible Investments will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Rated Notes and to make residual distributions to the holders of the Subordinated Notes, nor that the Hedge Agreements will ensure any particular return on any such Notes.

Interest Rate Mismatch

In addition, some Collateral Debt Obligations may permit the Obligor to re-set the interest period applicable to it from quarterly to semi-annual and vice versa. Interest Amounts are due and payable in respect of the Rated Notes on a semi-annual basis following a Frequency Switch Event and on a quarterly basis prior to a Frequency Switch Event. If a significant number of Collateral Debt Obligations re-set to semi-annual interest payments there may be insufficient Interest Proceeds received to make quarterly interest payments on the Rated Notes. In order to mitigate the effects of any such timing mismatch, the Issuer shall 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 Rated Notes ("**Interest Smoothing**") (on each Payment Date prior to the occurrence of a Frequency Switch Event). There can be no assurance that Interest Smoothing shall be sufficient to mitigate any timing mismatch.

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

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 Refinancing Notes will be less than the aggregate Principal Amount Outstanding of the Refinanced Notes. Consequently, it is anticipated that on the Issue Date the Collateral would be insufficient to redeem the Notes upon the occurrence of an Event of Default on or about that date.

Security

Clearing Systems: Collateral Debt Obligations or other assets forming part of the Collateral which are in the form of securities (if any) will be held by the Custodian on behalf of the Issuer pursuant to the

Agency Agreement. The Custodian (or its nominee) will hold such assets which can be cleared through Euroclear in an account with Euroclear (the "**Euroclear Account**") unless the Trustee otherwise consents and will hold the other securities comprising the Portfolio which cannot be so cleared through its accounts with Clearstream, Luxembourg and The Depository Trust Company ("**DTC**"), as appropriate. 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. 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 on trust for the Issuer and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency Agreement (as defined in the Conditions) which may expose the Secured Parties to the risk of loss in the case of a shortfall of such securities in the event of insolvency of the Custodian.

On the Original Issue Date, the Issuer granted a pledge pursuant to Belgian law over the Euroclear Account (the "**Euroclear Security Agreement**"). The effect of this security interest is to enable the Custodian, on enforcement, to sell the securities in the Euroclear Account on behalf of the Trustee. The Euroclear Security Agreement does not entitle the Trustee to require delivery of the relevant securities from the depositary or depositaries that have physical custody of such securities or allow the Trustee to dispose of such securities directly.

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

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

Fixed Security

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

Resolutions, Amendments and Waivers

The Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions and the Transaction Documents and the convening of meetings and passing of Resolutions by the Noteholders. Certain key risks relating to these provisions are summarised below, however all of the following discussion is subject to the provision in Condition 14(b)(x) (*Retention Holder Veto*), that provided no Retention Event has occurred and is continuing, no modification nor any Resolution to approve the modification of the Eligibility Criteria, the Portfolio Profile Tests, the Collateral Quality Tests, the Reinvestment Criteria or any material changes to them (save for those that are made to ensure compliance with the EU Retention Requirements) will be effective without the consent in writing of the Retention Holder.

Decisions may be taken by Noteholders by way of Ordinary Resolution, or Extraordinary Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10 per cent. 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 case 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.

If a meeting of Noteholders is called to consider a Resolution, determination as to whether the requisite number of Notes has been voted in favour of such Resolution will be determined by reference to the percentage which the Notes voted in favour represent of the total amount of Notes voted in respect of such Resolution and not the aggregate Principal Amount Outstanding of all such Notes held or represented by any person or persons entitled to vote at such meeting. This means that a lower percentage of Noteholders may pass a Resolution which is put to a meeting of Noteholders than would be required for a Written Resolution in respect of the same matter. There are however quorum provisions which provide that a minimum number of Noteholders representing a minimum amount of the aggregate Principal Amount Outstanding of the applicable Class or Classes of Notes be present at any meeting to consider an Extraordinary Resolution or an 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. An IM Removal Resolution may only be effected by either (a) the holders of the Controlling Class, acting independently by Extraordinary Resolution or (b) a Majority of each Class of Notes (other than the Class X Notes) acting by way of Ordinary Resolution and passed by way of Written Resolution. Consequently the meeting provisions for resolutions do not apply for the removal right of each Class of Notes. For purposes of this paragraph, "**Majority**" means the holders of more than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes of any Class or Classes. The Class X Notes are disenfranchised in respect of any IM Removal Resolution, meaning that, to the extent an IM Removal Resolution is effected by a Majority of each Class of Notes, the Class X Noteholders will be bound by the decision of each other Class.

Certain amendments and modifications may be made without the consent of Noteholders. See Condition 14(c) (*Modification and Waiver*). Such amendment or modification could be adverse to certain Noteholders.

Certain entrenched rights relating to the Terms and Conditions of the Notes including the currency thereof, Payment Dates applicable thereto, the Priorities of Payments, the provisions relating to quorums and the percentages of votes required for the passing of an Extraordinary Resolution, 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.

Each Hedge Counterparty may also need to be notified and its prior consent required to the extent provided for in the applicable Hedge Agreement in respect of a modification, amendment or supplement to any provision of a Transaction Document. The Hedge Agreements may allow 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 may not be able to make such modification, amendment or supplement, and therefore implementation thereof may be delayed. Further, any such consent, if withheld in accordance with the terms of the applicable Hedge Agreement, may prevent the Transaction Documents from being modified, amended or supplemented in a manner which may be beneficial to Noteholders.

In addition to the Trustee's right to agree to changes to the Transaction Documents to, among other things, correct a manifest error, or to changes which, in its opinion, are not materially prejudicial to the interests of the Noteholders of any Class without the consent of the Noteholders, the Trustee shall be obliged to consent to modifications and waivers granted in respect of certain other matters, subject, in certain instances, to certification or confirmation being given to the Trustee by the Issuer or the Investment Manager that such modifications and/or waivers to the Transaction Documents are required but without the consent of the Noteholders, as set out in Condition 14(c) (*Modification and Waiver).*

Concentrated Ownership of One or More Classes of Notes

If at any time one or more investors that are affiliated 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 appointment of a successor investment manager involve the direction of holders of specified percentages of either or both of the Subordinated Notes and/or the Controlling Class.

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 being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and the Investment Manager that all the Notes are immediately due and repayable, provided that following the occurrence of an Event of Default described in Condition 10(a)(vi) (*Insolvency Proceedings*) or 10(a)(vii) (*Illegality*), such notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable.

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion, and shall, if so directed by the Controlling Class acting by Ordinary Resolution (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), take Enforcement Action (as defined in the Conditions) in respect of the security over the Collateral provided that no such Enforcement Action may be taken by the Trustee unless: (A) it determines that the anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes other than the Subordinated Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority to the Subordinated Notes pursuant to the Priorities of Payments; (B) otherwise, in the case of an Event of Default specified in sub-paragraphs (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 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 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 Payments and/or at a time when enforcement thereof may be adverse to the interests to certain Classes of Notes and, in particular, the Subordinated Notes.

In addition, whilst non-payment of interest on the Class B Notes within 5 Business Days (or 10 Business Days where such non-payment results from an administrative error) of it being so due and payable constitutes an Event of Default under the Notes, the holders of the Class B Notes will not be entitled to procure acceleration of the Notes or enforcement of the security over the Collateral at any time whilst any of the Class X Notes and the Class A Notes remain Outstanding. In the event of any such non-payment of interest on the Class B Notes and non-acceleration of the Notes or enforcement of the security over the Collateral, interest on the Class B Notes will not be deferred and will itself bear interest.

Certain ERISA Considerations

Under a regulation of the U.S. Department of Labor, if certain employee benefit plans or other retirement arrangements subject to the U.S. Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or entities whose underlying assets are treated as assets of such plans or arrangements (collectively, "**Plans**") invest in the Class E Notes, Class F Notes or the Subordinated Notes, the assets of the Issuer could be considered to be assets of such Plans and certain of the transactions contemplated under such Notes could be considered "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code. See the section of this Prospectus entitled "*Certain ERISA Considerations*" below.

Forced Transfer

Each holder of a Refinancing Note or a beneficial interest therein acquired in the initial issuance of the Refinancing Notes, by its acquisition of a Refinancing Note or a beneficial interest in a Refinancing Note, will be deemed to represent to the Issuer, the Trustee, the Registrar, the Transfer Agent, the Investment Manager and the Initial Purchaser that it (1) either (a) is not a Risk Retention U.S. Person or (b) it has received a U.S. Risk Retention Waiver from the Investment Manager, and (2) is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules.

The Trust Deed will provide that if, notwithstanding the restrictions on transfer contained therein (if applicable), the Issuer determines that (x) any purchaser in the initial syndication of this Offering of an interest in a Refinancing Note (i) (a) is a Risk Retention U.S. Person and (b) has not received a U.S. Risk Retention Waiver from the Investment Manager or (ii) acquired such Refinancing Notes or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules or (y) a transfer of an interest in a Regulation S Refinancing Note is to a Risk Retention U.S. Person or to a transferee which otherwise requires such interest to be exchanged for an interest in a Rule 144A Refinancing Note at any time during the U.S. Risk Retention Restricted Period (each such a person under (x) or (y) above, a "**Non-Permitted Risk Retention U.S. Person**"), the Issuer shall, promptly after determination that such person is a Non-Permitted Risk Retention U.S. Person by the Issuer, send notice to such Non-Permitted Risk Retention U.S. Person demanding that such Noteholder immediately transfer its interest to a person that is not a Non-Permitted Risk Retention U.S. Person. If such Noteholder fails to effect the transfer (a) the Issuer, or the Investment Manager on its behalf, shall cause such beneficial interest to be transferred to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity is not a Non-Permitted Risk Retention U.S. Person at a price to be agreed between the Issuer (exercising its sole discretion) and such person at the time of sale and (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule l44A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is both a QIB and a QP. In addition each Noteholder will be deemed or in some cases required to make certain representations in respect of ERISA.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines that any holder of an interest in a Rule 144A Note is a U.S. person as defined under Regulation S under the Securities Act (a "**U.S. person**") and is not both a QIB and a QP at the time it acquires an interest in a Rule l44A Note (any such person, a "**Non-Permitted Holder**") or a Noteholder is a Non-Permitted ERISA Holder, the Issuer shall, promptly after determination that such person is a Non-Permitted Holder or Non-Permitted ERISA Holder by the Issuer, send notice to such Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) demanding that such holder transfer its interest outside the United States to a non-U.S. person or to a person that is not a Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) within 30 days (or 10 days in the case of a Non-Permitted ERISA Holder) of the date of such notice. If such holder fails to effect the transfer required within such 30-day period (or 10 day period in the case of a Non-Permitted ERISA Holder), (a) upon direction from the Issuer or the Investment Manager on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, shall cause such beneficial interest to be transferred in a commercially reasonable sale to a person or entity that certifies 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.

The Issuer also may force the sale of a Noteholder's Notes in order to achieve FATCA Compliance, including Notes held by a Noteholder that fails to provide the required information or if the Issuer otherwise reasonably determines that a Noteholder's acquisition or holding of an interest in such a Note would cause the Issuer to be unable to achieve FATCA Compliance (and such sale could be for less than its then fair market value). For these purposes, the Issuer shall have the right to sell a Noteholder's interest in its Notes in its entirety notwithstanding that the sale of only a portion of such an interest would permit the Issuer to achieve FATCA Compliance. If the Issuer is required to sell the Notes, the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly transact in securities and selling such Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder and each other person in the chain of title, by its acceptance of an interest in the Notes agrees to co-operate with the Issuer and the Transfer Agents to effect such transfers. The terms and conditions of any such transfer shall be determined in the sole discretion of the Issuer subject to the transfer restrictions set out in this Prospectus and the Trust Deed, and neither the Issuer nor the Transfer Agents 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.

Relating to the Collateral

The Portfolio

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

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

Nature of Collateral; Defaults

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

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

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

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

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

The composition of the Portfolio may be influenced by discussions that the Investment Manager and/or, prior to the Issue Date, the Initial Purchaser 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 composition of the Portfolio was not at the Issue Date, and will not be, influenced more heavily by the views of certain investors, particularly if those investors' participation in the transaction is necessary for the transaction to occur, and without such influence the Investment Manager or the Initial Purchaser may not receive the benefits of such investors' role in the transaction, and in order to preserve the possibility of future business opportunities between the Investment Manager or the Initial Purchaser and such investors, (iii) those views, and any modifications made to the portfolio as a result of those discussions, will not adversely affect the performance of a holder's Notes, or (iv) the views of any particular investors that are expressed in such discussions will influence the composition of the collateral pool. For the avoidance of doubt, the Investment Manager will have the ultimate sole authority to select, and sole responsibility for selecting, the Collateral Debt Obligations within the parameters of the Investment Management Agreement and the Eligibility Criteria, subject to the overall discretion and control of the Issuer and the Investment Manager is under no obligation to follow any preferences of the investors or the Initial Purchaser. The Initial Purchaser has not and will not determine and will not have any responsibility for determining the composition of the collateral pool, notwithstanding any involvement or any discussions that the Initial Purchaser or its Affiliates may have had prior to the Issue Date.

Characteristics and Risks Relating to the Portfolio

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

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

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

To the extent that a default occurs with respect to any Collateral Debt Obligation and the Issuer or Trustee sells or otherwise disposes of such Collateral Debt Obligation, the proceeds of such sale or disposition are likely to be less than the unpaid principal and interest thereon. Even in the absence of a default with respect to any of the Collateral Debt Obligations, the potential volatility and illiquidity of the sub-investment grade high yield bond, secured senior bond and leveraged loan markets means that

the market value of such Collateral Debt Obligations at any time will vary, and may vary substantially, from the price at which such Collateral Debt Obligations were initially purchased and from the principal amount of such Collateral Debt Obligations. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition of such Collateral Debt Obligations at any time, or that the proceeds of any such sale or disposition would be sufficient to repay a corresponding par amount of principal of and interest on the Notes after, in each case, paying all amounts payable prior thereto pursuant to the Priorities of Payments.

Characteristics of Senior Loans, Secured Senior Bonds and Mezzanine Obligations

The Portfolio Profile Tests provide that: (i) at least 70.0 per cent. of the Aggregate Collateral Balance must consist of Secured Senior Loans and (ii) at least 90.0 per cent. of the Aggregate Collateral Balance must consist of Secured Senior Loans and Secured Senior Bonds in aggregate (which shall comprise for such purpose the aggregate of the Aggregate Principal Balance of the Secured Senior Loans and Secured Senior Bonds, together with the balances standing to the credit of the Principal Account and the Unused Proceeds Account, in each case as at the relevant Measurement Date). Senior Loans, Secured Senior Bonds and Mezzanine Obligations are of a type generally incurred by the Obligors thereunder in connection with highly leveraged transactions, often (although not exclusively) to finance internal growth, pay dividends or other distributions to the equity holders in the Obligor, or finance acquisitions, mergers, and/or stock purchases. As a result of the additional debt incurred by the borrower in the course of such a transaction, the Obligor's creditworthiness is typically judged by the rating agencies to be below investment grade. Secured Senior Loans, Secured Senior Bonds and Unsecured Senior Loans are typically at the most senior level of the capital structure with Second Lien Loans being subordinated thereto and Mezzanine Obligations being subordinated to any Senior Loans or to any other senior debt of the Obligor. Secured Senior Loans and Secured Senior 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. 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. Secured Senior Loans usually have shorter terms than more junior obligations and often require mandatory prepayments from excess cash flows, asset dispositions and offerings of debt and/or equity securities.

Some Collateral Debt Obligations may bear interest at a fixed rate. Risks associated with fixed rate obligations are discussed at "*Risk Factors - Relating to the Collateral - Interest Rate Risk*" below. Additionally, Secured Senior 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 Secured Senior 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 Investment Management Agreement from voting on certain matters, particularly extensions of maturity, which may be considered at a bondholder meeting. Consequently, material terms of a Secured Senior Bond may be varied without the consent of the Issuer.

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

The majority of Senior Loans 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 Loan or Mezzanine Obligation may receive certain syndication or participation fees in connection with its purchase. Other fees payable in respect of a Senior Loan or Mezzanine Obligation, which are separate from interest payments on such loan, may include facility, commitment, amendment and prepayment fees.

Senior Loans, Secured Senior Bonds and Mezzanine Obligations also generally provide for restrictive covenants designed to limit the activities of the Obligors thereunder in an effort to protect the rights of lenders to receive timely payments of interest on, and repayment of, principal of the loans or bonds. Such covenants may include restrictions on dividend payments, specific mandatory minimum financial ratios, limits on total debt and other financial tests. A breach of covenant (after giving effect to any cure period) under a Senior Loan, Secured Senior Bond or Mezzanine Obligation which is not waived by the lending syndicate or bondholders normally is an event of acceleration which allows the syndicate to demand immediate repayment in full of the outstanding loan or bonds. However, although any particular Senior Loan, Secured Senior Bond or Mezzanine Obligation may share many similar features with other loans and obligations of its type, the actual term of any Senior Loan, Secured Senior Bond 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.

Increased Risks for 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.

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

In order to induce banks and institutional investors to invest in a Senior 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 any given Senior Loan or Mezzanine Obligation, and the private syndication of Senior Loans and Mezzanine Obligations are not as easily purchased or sold as a publicly traded security, and historically the trading volumes of the loan market have been small relative to, for example, the high yield bond market. Historically, investors in or lenders under European Senior 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 investment managers of trusts or special purpose companies issuing collateralised bond and loan obligations. As secondary market trading volumes increase, new loans are frequently adopting more standardised documentation to facilitate loan trading which should improve market liquidity. There can be no assurance, however, that future levels of supply and demand in loan trading will provide the degree of liquidity which currently exists in the market. This means that such assets will be subject to greater disposal risk if such assets are sold following enforcement of the security over the Collateral or otherwise. The European market for Mezzanine Obligations is also generally less liquid than that for Senior Loans, resulting in increased disposal risk for such obligations.

Secured Senior Bonds are generally freely transferrable negotiable instruments (subject to standard selling and transfer restrictions to ensure compliance with applicable law, and subject to minimum

denominations) and may be listed and admitted to trading on a regulated or an exchange regulated market; however there is currently no liquid market for them to any materially greater extent than there is for Senior Loans. Additionally, as a consequence of the disclosure and transparency requirements associated with such listing, the information supplied by the Obligors to its debtholders may typically be less than would be provided on a Senior Loan.

Increased Risks for Mezzanine Obligations

The fact that Mezzanine Obligations are generally subordinated to any Senior Loan 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 Loans. They are often entered into in connection with leveraged acquisitions or recapitalisations in which the Obligors thereunder incur a substantially higher amount of indebtedness than the level at which they previously operated and, as referred to above, sit at a subordinated level in the capital structure of such companies.

Prepayment Risk

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

Defaults and Recoveries

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

The effect of an economic downturn on default rates and the ability of finance providers to protect their investment in a default situation is uncertain. Furthermore, the holders of Senior Loans and Mezzanine Obligations are more diverse than ever before, including not only banks and specialist finance providers but also alternative investment managers, specialist debt and distressed debt investors and

other financial institutions. The increasing diversification of the investor base has also been accompanied by an increase in the use of hedges, swaps and other derivative instruments to protect against or spread the economic risk of defaults. All of these developments may further increase the risk that historic recovery levels will not be realised. The returns on Senior Loans 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 work-out 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 some European jurisdictions, obligors or lenders may seek a "scheme of arrangement". In such instance, a lender may be forced by a court to accept restructuring terms. The liquidity for Defaulted Obligations may be limited, and to the extent that Defaulted Obligations are sold, it is highly unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest thereon. Furthermore, there can be no assurance that the ultimate recovery on any Defaulted Obligation will be at least equal either to the minimum recovery rate assumed by the Rating Agencies in rating the Notes or any recovery rate used in the analysis of the Notes by investors in determining whether to purchase the Notes.

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

Investing in Cov-Lite Loans involves certain risks

The Issuer or the Investment Manager acting on its behalf may purchase Collateral Debt Obligations which are Cov-Lite Loans. Cov-Lite Loans typically do not have 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 Covenants. In addition, the lack of Covenants may make it more difficult for lenders to trigger a default in respect of such obligations.

Characteristics of High Yield Bonds

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

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

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

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

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

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

Investing in Second Lien Loans involves certain risks

The Collateral Debt Obligations may include Second Lien Loans, each of which will be secured by a 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.

Long-Dated Assets

A Restructured Obligation may, as a result of its restructuring, have a Collateral Debt Obligation Stated Maturity falling on or after the Maturity Date (a "**Long-Dated Restructured Obligation**"). The Investment Management Agreement provides that not more than 5.0 per cent. of the Aggregate Collateral Balance may consist of such Long-Dated Restructured Obligations. If the Notes are not redeemed in full prior to the Maturity Date, the Issuer (or the Investment Manager acting on its behalf) will be required to sell any Long-Dated Restructured Obligations prior to the Maturity Date of the Notes at the then current market value. In such circumstances the Issuer (or the Investment Manager acting on its behalf) will not be able delay the sale of such assets to obtain the best price. This could lead to less proceeds available to redeem the Notes on their Maturity Date.

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 Investment Manager will exercise or enforce, or refrain from exercising or enforcing, any or all of the Issuer's rights in connection with the Collateral Debt Obligations or any related documents or will refuse amendments or waivers of the terms of any underlying asset and related documents in accordance with its portfolio management practices and the standard of care specified in the Investment Management Agreement. The Noteholders will not have any right to compel the Investment Manager to take or refrain from taking any actions other than in accordance with its portfolio management practices and the standard of care specified in the Investment Management Agreement.

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

Participations, Novations and Assignments

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

The purchaser of an Assignment typically succeeds to all the rights of the assigning Selling Institution and becomes entitled to the benefit of the loans and the other rights of the lender under the loan agreement. The Issuer, as an assignee, will generally have the right to receive directly from the borrower all payments of principal and interest to which it is entitled, provided that notice of such

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

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

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

Voting Restrictions on Syndicated Loans for Minority Holders

The Issuer will generally purchase each underlying asset in the form of an assignment of, or participation interest in, a note or other obligation issued under a loan facility to which more than one lender is a party. These loan facilities are administered for the lenders by a lender or other agent acting as the lead administrator. The terms and conditions of these loan facilities may be amended, modified or waived only by the agreement of the lenders. Generally, any such agreement requires the consent of a majority or a super-majority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders, and the Issuer may have a minority interest in such loan facilities. Consequently, the terms and conditions of an underlying asset issued or sold in connection with a loan facility could be modified, amended or waived in a manner contrary to the preferences of the Issuer if the amendment, modification or waiver of such term or condition does not require the unanimous vote of the lenders and a sufficient number of the other lenders concur with such

modification, amendment or waiver. There can be no assurance that any Collateral Debt Obligations issued or sold in connection with any loan facility will maintain the terms and conditions to which the Issuer or a predecessor in interest to the Issuer originally agreed.

Corporate Rescue Loans

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

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

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

Bridge Loans

The Portfolio Profile Tests provide that not more than 2.5 per cent. of the Aggregate Collateral Balance may be comprised of Bridge Loans. Bridge Loans are generally a temporary financing instrument and as such the interest rate may increase after a short period of time in order to encourage an Obligor to refinance the Bridge Loan with more long-term financing. If an Obligor is unable to refinance a Bridge Loan, the interest rate may be subject to an increase and as such Bridge Loans may have greater credit and liquidity risk than other types of loans.

Collateral Enhancement Obligations

All funds required in respect of the purchase price of any Collateral Enhancement Obligations and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time. Such Balance shall be comprised of (a) the proceeds of an Investment Manager Advance designated for such purpose by the Investment Manager provided that no single Investment Manager Advance may be for an amount less than €500,000 and the aggregate of all Investment Manager Advances may not exceed €8,000,000 and (b) all sums deposited therein from time to time will comprise Collateral Enhancement Amounts paid in accordance with the Priorities of Payments. The aggregate amount which may be credited to the Collateral Enhancement Account in accordance with the Priorities of Payments 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 Investment Manager is under no obligation whatsoever to exercise its discretion (acting on behalf of the Issuer) to take any of the actions described above and there can be no assurance that the Balance standing to the credit of the Collateral Enhancement Account will be sufficient to fund the exercise of any right or option under any Collateral Enhancement Obligation at any time. The ability of the Investment Manager (acting on behalf of the Issuer) to exercise any rights or options under any

Collateral Enhancement Obligation will be dependent upon there being sufficient amounts standing to the credit of the Collateral Enhancement Account to pay the costs of any such exercise. Failure to exercise any such right or option may result in a reduction of the returns to the Subordinated Noteholders (and, potentially, Noteholders of other Classes).

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

Subordinated Noteholders should also note that payments of the balance standing to the credit of the Collateral Enhancement Account may, pursuant to the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments, as applicable, be applied in the repayment of an Investment Manager Advance. Any such payments may reduce the amounts otherwise available or payable to the Subordinated Noteholders.

Counterparty Risk

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. Each such counterparty is required to satisfy the applicable Rating Requirement, upon entry into the applicable contract or instrument.

If a Hedge Counterparty is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, there will be a termination event under the applicable Hedge Agreement unless, within the applicable remedy period following such rating withdrawal or a downgrade, such Hedge Counterparty either transfers its obligations under the applicable Hedge Agreement to a replacement counterparty with the requisite ratings, obtains a guarantee of its obligations by a guarantor with the requisite ratings, collateralises its obligations in a manner satisfactory to the Rating Agencies or employs some other such strategy as may be approved by the Rating Agencies.

Similarly, the Issuer will be exposed to the credit risk of the Account Bank and the Custodian to the extent of, respectively, all cash of the Issuer held in the Accounts and all Collateral of the Issuer held by the Custodian. If the Account Bank or the Custodian is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, the Issuer shall use its reasonable endeavours to procure the appointment of a replacement Account Bank or Custodian, as the case may be, with the applicable Rating Requirement and which is acceptable to the Trustee within 30 days of such withdrawal or downgrade.

Concentration Risk

The Issuer will invest in a Portfolio of Collateral Debt Obligations consisting, of Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Mezzanine Obligations and High Yield Bonds. Although no significant concentration with respect to any particular Obligor, industry or country is expected to exist at the Issue Date, the concentration of the Portfolio in any one Obligor would subject the Notes to a greater degree of risk with respect to defaults by such Obligor, and the concentration of the Portfolio in any one industry would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry. The Portfolio Profile Tests and Collateral Quality Tests attempt to mitigate any concentration risk in the Portfolio. See "*The Portfolio - Portfolio Profile Tests and Collateral Quality Tests*" and "*The Portfolio – The Coverage Tests* and Collateral Quality Tests" section of this Prospectus.

Credit Risk

Risks applicable to Collateral Debt Obligations also include the possibility that earnings of the Obligor may be insufficient to meet its debt service obligations thereunder and the declining creditworthiness and potential for insolvency of the Obligor of such Collateral Debt Obligations during periods of rising

interest rates and economic downturn. An economic downturn could severely disrupt the market for leveraged loans and adversely affect the value thereof and the ability of the obligor thereunder to repay principal and interest.

Interest Rate Risk

The Class X Notes, the Class A Notes, the Class B-2 Notes, the Class B-3 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes bear interest at a floating rate based on EURIBOR. It is possible that Collateral Debt Obligations (in particular Secured Senior Bonds and High Yield Bonds) may bear interest at fixed rates and there is no requirement that the amount or portion of Collateral Debt Obligations securing the Notes must bear interest on a particular basis, save for the Portfolio Profile Test which requires that not more than 10.0 per cent. of the Aggregate Collateral Balance may comprise Fixed Rate Collateral Debt Obligations.

In addition, any payments of principal or interest received in respect of Collateral Debt Obligations and not otherwise reinvested during the Reinvestment Period in Substitute Collateral Debt Obligations will generally be invested in Eligible Investments until shortly before the next Payment Date. There is no requirement that such Eligible Investments bear interest on a particular basis, and the interest rates available for such Eligible Investments are inherently uncertain. As a result of these factors, it is expected that there will be a fixed/floating rate mismatch and/or a floating rate basis mismatch 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.

The calculation of EURIBOR on the Floating Rate Notes (other than the Class B-3 Notes and the Class C-2 Notes during the Non-Call Period) is subject to a floor of zero, and holders of such Notes, notwithstanding that the rate of EURIBOR reaches such floor, will remain entitled to receive no less than the Applicable Margin.

In addition, pursuant to the Investment Management Agreement, the Investment Manager, acting on behalf of the Issuer, is authorised to enter into the Interest Rate 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 (other than in respect of a Form-Approved Interest Rate Hedge Agreement) and subject to certain regulatory considerations in relation to swaps, discussed in "*EMIR*" and "*Commodity Pool Regulation*" above. However, the Issuer will depend on each Interest Rate Hedge Counterparty to perform its obligations under any Interest Rate Hedge Transaction to which it is a party and if any Interest Rate Hedge Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from such Hedge Counterparty to cover its interest rate risk exposure. See also above "*Risk Factors – A decrease in EURIBOR will lower the interest payable on the Notes and an increase in EURIBOR may indirectly reduce the credit support to the Notes*".

In addition, some Collateral Debt Obligations permit the Obligor to re-set the interest period applicable to it from quarterly to semi-annually and vice versa. Interest Amounts are due and payable in respect of the Rated Notes on either a quarterly or semi-annual basis, depending upon whether a Frequency Switch Event has occurred. See also above "*Risk Factors - Interest Rate Mismatch*".

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.

The Investment Manager may have difficulty entering into Interest Rate Hedge Transactions in circumstances in which it has to comply with the Portfolio Acquisition and Disposition Requirements. See also "*Investment Manager*" and "*Investment Company Act*" below.

Non-Euro Obligations and Asset Swap Transactions

A portion of the Aggregate Collateral Balance is comprised of Non-Euro Obligations. The percentage of the Portfolio that is comprised of these types of obligations may increase or decrease over the life of the Notes within the limits set by the Portfolio Profile Tests. The Issuer is required to enter into Asset Swap Transactions with respect to all Non-Euro Obligations upon the acquisition thereof.

The Issuer's ongoing payment obligations under the Asset Swap Transactions (including termination payments) may be significant. The payments associated with such hedging arrangements generally rank senior to payments on the Notes.

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

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

In addition, the Investment Manager may have difficulty entering into Asset Swap Transactions in circumstances in which it has to comply with the Portfolio Acquisition and Disposition Requirements. See also "*Investment Manager*" and "*Investment Company Act*" below.

Portfolio Acquisition and Disposition Requirements

So long as the Issuer is relying on the exclusion from the Investment Company Act provided by Rule 3a-7 it will not acquire or dispose of a Collateral Debt Obligation unless the Portfolio Acquisition and Disposition Requirements are met, which include (i) that the acquisition or disposal of Collateral Debt Obligations for the primary purpose of recognising gains or decreasing losses from market value changes is not permitted and (ii) any additional purchase or sale of Eligible Assets is permitted only if the purchase or sale does not result in a downgrading of the Issuer's outstanding Notes; provided that on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements, and all references to such requirements in the Investment Management Agreement and other Transaction Documents shall no longer be in effect. Compliance with the Portfolio Acquisition and Disposition Requirements could prevent the Issuer from selling assets that the Investment Manager expects may decline in value or from reinvesting principal payments or sale proceeds in Collateral Debt Obligations.

If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice

obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule.

The "**Opt Out Condition**" will be satisfied on any date as of which the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that an election not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act would not result in the Issuer being considered to be a "covered fund" for purposes of the Volcker Rule because (i) all of the assets held by the Issuer are permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule or (ii) the Issuer is able to rely on an exemption or exclusion from registration under the Investment Company Act other than Section 3(c)(1) or 3(c)(7) thereunder.

Reinvestment Risk/Uninvested Cash Balances

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

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

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

longer the period between reinvestment of cash in Collateral Debt Obligations, the greater the adverse impact may be on the aggregate amount of the Interest Proceeds collected and distributed by the Issuer, including on the Notes, especially the most junior Class or Classes of Notes, thereby resulting in lower yields than could have been obtained if Principal Proceeds were immediately reinvested. In addition, loans are often prepayable by the borrowers thereof with no, or limited, penalty or premium. As a result, loans generally prepay more frequently than other corporate debt obligations of the issuers thereof. Senior loans usually have shorter terms than more junior obligations and often require mandatory repayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities. The increased levels of prepayments and amortisation of loans increase the associated reinvestment risk on the Collateral Debt Obligations which risk will first be borne by holders of the Subordinated Notes and then by holders of the Rated Notes, beginning with the most junior Class.

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

Ratings on Collateral Debt Obligations

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

In addition to the ratings assigned to the Rated Notes by the Rating Agencies, the Issuer will be utilising ratings assigned by rating agencies to Obligors of individual Collateral Debt Obligations.

There can be no assurance that rating agencies will continue to assign such ratings utilising the same methods and standards utilised today despite the fact that such Collateral Debt Obligation might still be performing fully to the specifications set forth in its Underlying Instrument. Any change in such methods and standards could result in a significant rise in the number of CCC Obligations and Caa Obligations in the Portfolio, which could cause the Issuer to fail to satisfy the Par Value Tests on subsequent Determination Dates, which failure could lead to the early amortisation of some or all of

one or more Classes of the Notes. See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

Insolvency Considerations relating to Collateral Debt Obligations

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

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

Lender Liability Considerations; Equitable Subordination

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

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

The preceding discussion is based upon principles of United States federal and state laws. Insofar as Collateral Debt Obligations that are obligations of non-United States 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.

Loan Repricing

Leveraged loans may experience volatility in the spread that is paid on such leveraged loans. Such spreads will vary based on a variety of factors, including, but not limited to, the level of supply and demand in the leveraged loan market, general economic conditions, levels of relative liquidity for

leveraged loans, the actual and perceived level of credit risk in the leveraged loan market, regulatory changes, changes in credit ratings and the methodology used by credit rating agencies in assigning credit ratings, and such other factors that may affect pricing in the leveraged loan market. Since leveraged loans may generally be prepaid at any time without penalty, the obligors of such leveraged loans would be expected to prepay or refinance such leveraged loans if alternative financing were available at a lower cost. For example, if the credit ratings of an obligor were upgraded, the obligor were recapitalised or if credit spreads were declining for leveraged loans, such obligor would likely seek to refinance at a lower credit spread. Declining credit spreads in the leveraged loan market and increasing rates of prepayments and refinancings will likely result in a reduction of portfolio yield and interest collections on the Collateral Debt Obligations, which would have an adverse effect on the amount available for distributions on Notes, beginning with the Subordinated Notes as the most junior Classes.

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

Investment Manager

The Investment Manager is given authority in the Investment Management Agreement to act as Investment Manager to the Issuer in respect of the Portfolio pursuant to and in accordance with the parameters and criteria set out in the Investment Management Agreement. See "*The Portfolio*" and "*Description of the Investment Management Agreement*" sections of this Prospectus. The powers and duties of the Investment Manager in relation to the Portfolio include effecting, on behalf of the Issuer, in accordance with the provisions of the Investment Management Agreement: (a) the acquisition of Collateral Debt Obligations during the Reinvestment Period; (b) the sale of Collateral Debt Obligations during the Reinvestment Period (subject to certain limits) and, at any time, upon the occurrence of certain events (including a Collateral Debt Obligation becoming a Defaulted Obligation, a Credit Improved Obligation or a Credit Impaired Obligation); and (c) the participation in restructuring and work-outs of Collateral Debt Obligations on behalf of the Issuer. See "*The Portfolio*" section of this Prospectus. Any analysis by the Investment Manager (on behalf of the Issuer) of Obligors under Collateral Debt Obligations which it is purchasing (on behalf of the Issuer) or which are held in the Portfolio from time to time will, in respect of Collateral Debt Obligations which are publicly listed bonds, be limited to a review of readily available public information and, in respect of Collateral Debt Obligations which are Assignments or Participations of senior and mezzanine loans and in relation to which the Investment Manager has non-public information, such analysis will include due diligence of the kind common in relation to senior and mezzanine loans of such kind.

In addition, the Investment Management Agreement places significant restrictions on the Investment Manager's ability to buy and sell Collateral Debt Obligations, and the Investment Manager is required to comply with the restrictions contained in the Investment Management Agreement. Accordingly, during certain periods or in certain specified circumstances, the Investment Manager may be unable to buy or sell Collateral Debt Obligations or to take other actions which it might consider in the best interest of the Issuer and the Noteholders, as a result of the restrictions set forth in the Investment Management Agreement. In addition, see "*Restrictions on the Discretion of the Investment Manager in Order to Comply with European Risk Retention*".

Pursuant to the Investment Management Agreement, the Investment Manager will not be liable for any acts or omissions under or in connection with the Investment Management Agreement or the terms of the Trust Deed applicable to it, or for any decrease in the value of the Collateral, except (A) by reason of acts or omissions constituting fraud, bad faith or due to gross negligence (with such term given its meaning under New York law) or wilful misconduct in the performance of its obligations under the Investment Management Agreement or (B) by reason of any representation or warranty made by it

pursuant to the Investment Management Agreement proving to have been incorrect in any material respect when made. Investors should note that, for such purpose and notwithstanding that the Notes and the Transaction Documents are governed by English law, the interpretation of "gross negligence" will be pursuant to New York law. Under New York law, the concept of gross negligence requires conduct akin to intentional wrongdoing or reckless indifference which is a significantly harder standard to satisfy than mere negligence. As a result, the Investment Manager may in some circumstances have no liability for its actions or inactions under the Investment Management Agreement where it would otherwise have been liable if a mere negligence standard was applied or if New York law was not designated as the law pursuant to which the concept of gross negligence for this purpose would be interpreted.

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

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

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

In addition, the Investment Manager may resign or be removed in certain circumstances as described herein under "*Description of the Investment Management Agreement*".

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

No Initial Purchaser Role Post-Closing

The Initial Purchaser takes no responsibility for, and has no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Portfolio or the actions of the Investment Manager or the Issuer and no authority to advise the Investment Manager or the Issuer or to direct their actions, which will be solely the responsibility of the Investment Manager and the Issuer. If the Initial Purchaser or any of its Affiliates owns Notes, it will have no responsibility to consider the interests of any other owner of Notes with respect to actions they take or refrain from taking in such capacity.

Acquisition and Disposition of Collateral Debt Obligations

The estimated net proceeds of the issue of the Refinancing Notes after (i) payment of fees and expenses payable on or about the Issue Date and (ii) without duplication, the deposit of amounts into the Expense Reserve Account in accordance with Condition 3(j)(x)(A) (*Expense Reserve Account*) are expected to be approximately €460,000,000. Such proceeds will be used by the Issuer in redemption of the Refinanced Notes and any remaining proceeds shall be deposited into the Unused Proceeds Account. The Investment Manager's decisions concerning purchases of Collateral Debt Obligations will be

influenced by a number of factors, including market conditions and the availability of securities and loans satisfying the Eligibility Criteria, compliance with the Reinvestment Criteria and the other requirements of the Investment Management Agreement. The failure or inability of the Investment Manager to acquire Collateral Debt Obligations or to reinvest Sale Proceeds or payments and prepayments of principal in Substitute Collateral Debt Obligations in a timely manner will adversely affect the returns on the Notes, in particular with respect to the most junior Class or Classes.

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

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

Regulatory Risk related to Lending

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

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

Valuation Information; Limited Information

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

Certain conflicts of interest

The Initial Purchaser and its Affiliates and the Investment Manager and its Affiliates, are acting in a number of capacities in connection with the transaction described herein, which may give rise to certain

conflicts of interest. Various potential and actual conflicts of interest may arise from the overall advisory, investment and other activities of the Investment Manager, its Affiliates and their respective clients, the Rating Agencies and their Affiliates and the Initial Purchaser and its Affiliates. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts or their potential consequences. In connection with a purchase of any Notes, investors will acknowledge or be deemed to have acknowledged and consented to the existence of actual, apparent and potential conflicts of interest relating to the Investment Manager and other Investment Manager Affiliates and Other Accounts (each of which are defined below), including without limitation those described below and to the operation of the Issuer subject to those conflicts, and will be deemed to have waived any claim in respect of the existence or resolution of any such conflicts of interest. Any such conflicts could have a material adverse effect on the Issuer and its investors.

Investment Manager Conflicts of Interest

The overall investment activities of the Investment Manager, its Affiliates and their respective clients, investors and employees may present various potential or actual conflicts between the interests of the Issuer, on the one hand, and the interests of the Portfolio Manager and its Affiliates and their respective clients, on the other hand.

The Issuer may be subject to various conflicts of interest involving the Investment Manager, Kohlberg Kravis Roberts & Co. L.P. ("**KKR**"), KKR Credit Advisors (US) LLC ("**KKR Credit US**"), KKR Parent's (as defined below) and its subsidiaries' credit business and Prisma Capital Partners L.P. ("**Prisma**"), their personnel, their Affiliates, or such Affiliates' personnel (the Investment Manager and such other persons are collectively referred to as the "**Investment Manager Affiliates**") and the Other Accounts (as defined below). KKR, KKR Credit US, the Sub-Manager and Prisma are subsidiaries of KKR & Co. L.P. ("**KKR Parent**").

For example, the Investment Manager may compete with certain Investment Manager Affiliates or Other Accounts (as defined below) for investments for the Issuer, subjecting the Investment Manager to certain conflicts of interest in evaluating the suitability of investment opportunities and making or recommending acquisitions on the Issuer's behalf. In the event that a conflict of interest arises, the Investment Manager will endeavour, so far as it is able, to ensure that such conflict is resolved in a manner consistent with applicable law and its internal policies. These resolutions may include, by way of example without limitation, refraining from investing in or disposing of the investment giving rise to the conflict of interest, taking or refraining from taking certain action with respect to an investment or appointing an independent fiduciary to act on behalf of the Investment Manager. There can be no assurance that the Investment Manager will resolve all conflicts of interest in a manner that is favourable to the Issuer and any such conflicts of interest could have a material adverse effect on the Issuer.

The Investment Manager Affiliates provide, and expect in the future to provide, investment management and advisory services to other collateralised debt obligation transactions, synthetic collateralised debt obligation transactions, private equity, growth capital, leveraged credit, originated loan, mezzanine debt, long/short equity, long/short credit, special situations, structured credit, real estate debt, natural resources, real estate and infrastructure funds, managed accounts, CLOs managed by KKR, KKR Credit US, other Investment Manager Affiliates, other funds, investment vehicles and accounts managed, established, sponsored or advised by the Investment Manager, KKR Credit US, other Investment Manager Affiliates and by Prisma (currently primarily including customised hedge funds, funds of hedge funds and managed accounts as well as direct co-investment strategies), and certain proprietary investment accounts through which the Investment Manager Affiliates make investments for their own accounts, including, for example, through investment and co-investment vehicles established for the Investment Manager Affiliate personnel, senior advisors, industry advisors and other affiliates, accounts invested through various proprietary investment vehicles, including, without limitation, accounts through which the Investment Manager Affiliates invest primarily for their own investment purposes, accounts subject to specific criteria relating to, among other things, capacity and holding period, and proprietary accounts established primarily for the purpose of developing,

evaluating and testing potential investment strategies or products (all of such investment vehicles, funds and accounts collectively referred to herein as "**Other Accounts**"), in which the Issuer has no interest.

The Investment Manager Affiliates are not restricted from forming additional investment funds, from entering into other investment advisory relationships (including, among others, relationships with clients that are employee benefit plans subject to ERISA and related regulations), or from engaging in other business activities, even though such activities may be in competition with the Issuer and/or may involve substantial time and resources of the Investment Manager Affiliates. The Investment Manager Affiliates will provide advice and recommendations to any such Other Accounts without regard to the Issuer's interests. Other Accounts may have investment objectives, programmes, strategies and positions that are similar or dissimilar to or may conflict or compete with those of the Issuer. Also, the Investment Manager Affiliates and Other Accounts may invest in businesses that compete with, have interests adverse to, or are affiliated with the obligors or issuers of Collateral Debt Obligations held by the Issuer, or any that is a service provider, supplier, customer or other counterparty with respect to one of the Issuer's investments, which could adversely affect the performance of investments owned by the Issuer.

The Investment Manager will receive advisory and other fees (including performance-based compensation) from, or have other pecuniary interests in, Other Accounts and due to differences in fee rates, types of fees and fee-offset provisions contained in the management agreements for such entities, the fees may not be proportionate to such entities' investment accounts for any given transaction and the Investment Manager may have an incentive to favour entities from which it receives higher fees or in which it otherwise has a greater pecuniary interest. There is no assurance that any Other Account with investment objectives, programmes or strategies similar to those of the Issuer will hold the same positions or perform in a substantially similar manner as the Issuer. The Investment Manager Affiliates may give advice or take action (including enter into short sales or buy protection under a credit default swap) or take no action for their own account or with respect to the investments held by, and transactions of, Other Accounts which may differ from, or be contrary to, the advice given or the timing or nature of any action taken with respect to investments of the Issuer. As a result of such advice or actions or inactions, the prices and availability of securities and other financial instruments in which the Issuer invests or may seek to invest may differ from those available to Other Accounts, and the performance of the Issuer may be adversely affected. In addition, the Investment Manager's ability to effectively implement the Issuer's investment strategies may be limited to the extent that contractual obligations relating to these permitted activities restrict the Investment Manager's ability to engage in transactions that it may otherwise be interested in pursuing. Investment Manager Affiliates, whose primary business includes the origination of investments, may provide investment advice to Other Accounts that compete with the Issuer for investment opportunities. The Investment Manager Affiliates may make allocations of the same investment to the Issuer and Other Accounts. To the extent permitted under the Investment Management Agreement, the Investment Manager may incur on behalf of the Issuer costs and expenses in connection with activities that benefit not only the Issuer but the Other Accounts that also have an allocation of the same investment. By way of example only, such costs and expenses may be incurred in the context of the financial distress of the investment entity. The Investment Manager will in good faith allocate such costs and expenses to the Issuer and the Other Accounts in accordance with the internal policies of KKR. The Issuer will reimburse the Investment Manager for its share of such allocated costs and expenses in accordance with the Priority of Payments. In the event of any error by the Investment Manager in the calculation of allocable expenses for which reimbursement from the Issuer is sought (which may result in an under or over reimbursement of expenses), the Investment Manager will endeavour to correct such error as soon as reasonably practicable, including by refunding any over reimbursement or netting such amount out of subsequent amount payable to the Investment Manager or the Investment Manager Affiliates. Interest will not accrue on any refunds or additional reimbursement payments between the Investment Manager and the Issuer to rectify any such error.

The Investment Manager Affiliates have in the past given and are expected to continue to give advice or take action (including entering into short sales, derivatives transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities) with respect to the investments held by, and transactions of, Other Accounts that are different from, or otherwise inconsistent with, the advice given or timing or nature of any action taken with respect to the investments held by, and transactions of, the Issuer. Such different advice and/or inconsistent actions may be due to a variety of reasons, including, without limitation, the differences between the investment objective, program, strategy and tax treatment of certain Other Accounts and the Issuer or the regulatory status of Other Accounts and any related restrictions or obligations imposed on an Investment Manager Affiliate as a fiduciary thereof (including, for example, Other Accounts invested in by pension plans and employee benefit plans and constituting "plan assets" under ERISA or Other Accounts that are registered as investment companies under the Investment Company Act). Such advice and actions may adversely impact the Issuer. For example, an Other Account may concurrently, or in close proximity in time with such acquisition by the Issuer, establish a short position in a security acquired by the Issuer (for example as collateral) or that otherwise relates to such an investment held by the Issuer and such short sale may result in a decrease in the price of the security acquired by or otherwise held by the Issuer or may otherwise benefit the execution quality of the transaction entered into by the Other Account. Additionally, the investment programs employed by an Investment Manager Affiliate for an Other Account could conflict with the transactions and strategies employed by the Investment Manager in managing the Issuer. Where the Issuer and Other Accounts hold portfolio investments in the same issuer or obligor, their interests may be in conflict irrespective of whether their investments are at different levels of the capital structure. Among other things, the timing of entry into or exit from a portfolio investment may vary as among these parties for reasons such as differences in strategy, existing portfolio or liquidity needs.

The above variations in timing or form of consideration may be detrimental to the Issuer or such other investing entities. There can be no assurance that the terms of, or the return on, the Issuer's investment will be equivalent to, or better than, the terms of, or the returns obtained by, any Other Account, including in respect of any category of investments, nor can there be any assurance that any Other Account with similar investment objectives, programs or strategies will hold the same positions, obtain the same financing or perform in a substantially similar manner as the Issuer. The Investment Manager's ability to implement the Issuer's strategy effectively may be limited to the extent that contractual obligations entered into in respect of investments made by Other Accounts or regulatory obligations or restrictions imposed on Investment Manager Affiliates as a result of the regulatory status of Other Accounts (for example, under ERISA or the Investment Company Act) impose restrictions on the ability of the Issuer (or the Investment Manager on its behalf) to invest in securities or other assets that the Issuer may otherwise be interested in pursuing or to otherwise take actions in respect of the Issuer's investments that may otherwise be beneficial to the Issuer. As a result, the prices and availability of securities and other financial instruments in which the Issuer invests or may seek to invest may differ from those available to Other Accounts, and the performance of the Issuer may be adversely affected.

Without limiting the generality of the foregoing, the Investment Manager Affiliates' interest in maximising the investment return of its proprietary accounts may create a conflict in that the Investment Manager Affiliates may be motivated to allocate more attractive investments to the proprietary accounts under its management and allocate less attractive investments to the Issuer and Other Accounts. Similarly, the Investment Manager Affiliates may be motivated to allocate scarce investment opportunities to its proprietary accounts rather than to the Issuer and non-proprietary Other Accounts. The Investment Manager Affiliate investment professionals (including members of the Investment Manager's investment team) will face a conflict to the extent they are motivated, through their personal economic interests in the Investment Manager Affiliates' proprietary investment activities, to allocate their time and attention to such proprietary accounts.

The Investment Manager Affiliates may invest, or have already invested, directly or on behalf of Other Accounts, in securities or other financial instruments that are senior or junior to securities or financial

instruments of the same obligor or issuer that are held or may be acquired by the Issuer (e.g., an Other Account may acquire senior debt while the Issuer may acquire subordinated debt). These investments may inherently give rise to conflicts of interest or perceived conflicts of interest between or among the various classes of securities or financial instruments that may be held by the Issuer and such Investment Manager Affiliates or Other Accounts, including in the case of financial distress of the investment entity. For example, if additional financing is needed by an obligor or issuer of a Collateral Debt Obligation held by the Issuer as a result of financial distress, it may not be in the best interest of the Issuer, as holder of senior secured debt issued by such company (if applicable), for an Investment Manager Affiliate or Other Account to provide such additional financing. If Investment Manager Affiliates or Other Accounts holding more junior debt or equity positions were to lose their respective investments as a result of such difficulties, the ability of the Investment Manager to recommend actions in the best interest of the Issuer may be impaired. The reverse is true where an Other Account or Investment Manager Affiliate holds debt of a portfolio company that is more senior to that held by the Issuer. The Investment Manager Affiliates or Other Accounts may take such actions in its own interests with respect to its rights as a creditor (for example, with respect to breaches of covenants) that may be adverse to the interests of the Issuer as a more junior debt holder. It is possible that, in a bankruptcy proceeding, the Issuer's interests may be subordinated or otherwise adversely affected by virtue of the involvement and actions of the Investment Manager Affiliates or Other Accounts. There can be no assurance that the term of or the return on the Issuer's investment will be equivalent to or better than the term of or the returns obtained by the Investment Manager Affiliates or the Other Accounts participating in the transaction. This may result in a loss or substantial dilution of the Issuer's investment, while the Other Account or Investment Manager Affiliate recovers all or part of the amounts due to it. In addition, any of the Investment Manager Affiliates may serve as a general partner, adviser, officer, director, sponsor or manager of partnerships or companies organised to issue collateralised bond or loan obligations secured by non-investment grade bank loans and other funds or entities which invest in such obligations, which may also be eligible investments for the Issuer.

The Investment Manager Affiliates may also have or establish relationships with companies, including acting as sponsor, equity investor, adviser, lender, underwriter, placement agent, initial purchaser or agent bank, whose securities or obligations are assets of the Issuer, or may be considered for purchase by the Issuer or Other Accounts, and may now or in the future own or seek to acquire securities or obligations issued by obligors or issuers of assets owned by the Issuer, and such securities or obligations may have characteristics or interests different from or adverse to assets owned by the Issuer. The Investment Manager and the personnel available to it allocate their time between the Issuer and any other investment and business activities in which they may be involved. The Investment Manager intends to devote such time as shall be necessary to conduct the Issuer's business affairs in an appropriate manner. However, the Investment Manager and the personnel available to it will continue to devote the resources necessary to managing such other investment and business activities. The investment policies, fee arrangements and other circumstances applicable to Other Accounts may vary from those applicable to the Issuer. The Investment Manager Affiliates may buy, sell, or hold securities or other instruments for Other Accounts while the Investment Manager is making different investment decisions with respect to the Issuer's portfolio. Nothing in the Trust Deed or the Investment Management Agreement shall prevent the Investment Manager or any of its Affiliates from acting either as principal or agent on behalf of others, from buying or selling (or refraining from buying or selling or entering into short sales, derivative transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities), or from recommending to or directing any of the Other Accounts to buy or sell (or to refrain from buying or selling or entering into short sales, derivative transactions, buying protection under a credit default swap or engaging in other "opposite way trading" activities), at any time, securities or obligations of the same kind or class, or securities or obligations of a different kind or class of the same obligor or issuer, as those directed by the Investment Manager to be purchased or sold on behalf of the Issuer. In addition, certain Investment Manager Affiliates may invest in one or more Other Accounts. The Investment Manager Affiliates and Other Accounts may purchase one or more Classes of Notes or, in lieu of or in addition to such purchases, enter into synthetic transactions referring to such Class or Classes of Notes. It is expected that, if any of such investments are made, their size and nature may change over time.

Certain Other Accounts do and may in the future invest in securities and other assets in which the Issuer may invest. The Investment Manager Affiliates have sole discretion to determine the manner in which investment opportunities are allocated among the Investment Manager Affiliates, the Issuer and Other Accounts. Allocation of identified investment opportunities among the Investment Manager Affiliates, the Issuer and Other Accounts presents inherent conflicts of interest where demand exceeds available supply. As a result, the Issuer's share of investment opportunities may be materially affected by competition from Other Accounts and from Investment Manager Affiliates. Prospective investors in the Notes should note that the conflicts inherent in making such allocation decisions may not always be resolved to the advantage of the Issuer.

From time to time, the Issuer may participate in releveraging and recapitalisation transactions involving issuers of the Issuer's portfolio investments in which Other Accounts have invested or will invest. Recapitalisation transactions will present conflicts of interest, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favourable than the prevailing market terms.

The Investment Manager Affiliates engage in a broad range of business activities and invest in portfolio companies and other issuers whose operations may be substantially similar to the issuers of the Issuer's portfolio investments. The performance and operation of such competing businesses could conflict with and adversely affect the performance an operation of the issuers of the Issuer's portfolio investments, and may adversely affect the prices and availability of business opportunities or transactions available to these issuers.

As a general matter, the Investment Manager Affiliates will allocate investment opportunities among the Investment Manager Affiliates, the Issuer and Other Accounts in a manner that is consistent with an allocation methodology established by the Investment Manager Affiliates reasonably designed to ensure allocations of opportunities are made over time on a fair and equitable basis. In determining allocations of investments, the Investment Manager Affiliates will take into account such factors as they deem appropriate, which include, for example and without limitation, investment objectives and focus; target investment size and target returns; available capital, the timing of capital inflows and outflows and anticipated capital contributions and subscriptions; liquidity profile; applicable concentration limits and other investment restrictions; mandatory minimum investment rights and other contractual obligations applicable to participating funds, vehicles and accounts and/or to their investors; portfolio diversification; tax efficiencies and potential adverse tax consequences; regulatory restrictions applicable to participating funds, vehicles and accounts and investors that could limit the Issuer's ability to participate in a proposed investment; policies and restrictions (including internal policies and procedures) applicable to participating funds, vehicles and accounts, the avoidance of odd-lots or cases where a *pro rata* or other defined allocation methodology would result in a de minimis allocation to one or more participating funds, vehicles and accounts; the potential dilutive effect of a new position; the overall risk profile of a portfolio; the potential return available from a debt investment as compared to an equity investment; the potential effect of the Issuer's performance (positive and negative); and any other considerations deemed relevant by the Investment Manager Affiliates. The outcome of any allocation determination by the Investment Manager Affiliates may result in the allocation of all or none of an investment opportunity to the Issuer or in allocations that are otherwise on a non-pro rata basis. Certain investments made by the Issuer may be made on a co-investment basis alongside Other Accounts that target one or more categories of such investments as part of their investment strategy, in which case such Other Accounts may be allocated investment opportunities in priority to the Issuer in accordance with the requirements of such Other Accounts as determined by the Investment Manager Affiliates. Such priority allocations may result in a de minimis or no amount of any particular investment opportunity being made available to the Issuer. In addition, Other Accounts established by the Investment Manager Affiliates as co-investment vehicles may compete with the Issuer for allocations of co-investment opportunities in respect of any investment. There can be no assurance that the Issuer will have an opportunity to participate in certain investments that fall within the Issuer's investment objectives. Without limiting the foregoing, the internal policies

and procedures adopted by the Investment Manager Affiliates from time to time to assist in the management of conflicts of interest between the Issuer and Other Accounts are likely to impose restrictions on the ability of the Issuer to participate in certain investments that would otherwise be eligible for the Issuer where such internal policies or conflicts review process has resulted in an internal restriction on any participation by the Issuer in the relevant investment either in whole or in part because of an associated conflict of interest.

To the extent the Investment Manager determines in good faith that an opportunity is most appropriate for the proprietary principal investment activities of the Investment Manager Affiliates due to the strategic nature of the opportunity as it relates to the business of the Investment Manager Affiliates, such investment opportunity will be deemed to not be within the investment focus of the Issuer and will be allocated accordingly.

The Investment Manager may, but is not obligated to, aggregate orders placed simultaneously in order to seek best execution and reduce transaction costs to the extent permitted by applicable law. Subject to the preceding sentence, the Investment Manager may, in the allocation of business, select brokers and/or dealers with whom to effect trades on behalf of the Issuer and may open cash trading accounts with such brokers and dealers. In addition, subject to the first sentence of this paragraph, the Investment Manager may, in the allocation of business, take into consideration the full range of a broker-dealer's services in assessing best execution, including, but not limited to: (i) competitiveness of commission rates and spreads, (ii) promptness of execution, (iii) past history in executing orders, (iv) clearance and settlement capabilities, (v) access to markets, investments (including access to new issues) and distribution network, (vi) trade error rate and ability or willingness to correct errors, (vii) anonymity/confidentiality, (viii) market impact, (ix) liquidity, (x) speed of execution, (xi) expertise with complex investments, (xii) trading style and strategy, (xiii) geographic location and (xiv) research capabilities and quality and other services provided by such broker or dealer to the Investment Manager which are expected to enhance its general investment management capabilities (collectively, "**Research**"), notwithstanding that the Issuer may not be the exclusive beneficiary of such Research. Transactions may be executed as part of concurrent authorisations to purchase or sell the same investment for Other Accounts served by the Investment Manager or its Affiliates (including the Issuer, collectively the "**Investment Manager Accounts**"). When investment decisions are made on an aggregated basis, the Investment Manager may, in its discretion, place a large order to purchase or sell a particular asset or investment for the Issuer and the accounts of several other clients. The Issuer understands that because of prevailing trading activity, it may not be possible to receive the same price or execution on the entire volume of assets or investments purchased or sold. When this occurs, the various prices may be averaged and the Issuer will be charged or credited with the average price. The effect of the aggregation may operate on some occasions to the Issuer's disadvantage.

Unless otherwise prohibited by applicable law, the Trust Deed or the Investment Management Agreement, the Investment Manager may, on behalf of the Issuer, for liquidity, trade allocation or other reasons, purchase obligations or securities from, sell obligations or securities to or enter into any arrangement or agreement with Other Accounts ("**cross transactions**"). The terms of any such cross transactions will be on an arm's length basis as determined in accordance with internal policies. The Investment Manager will receive no compensation in connection with cross transactions, aside from advisory and similar fees attributable to its management of participatory accounts. To the extent that any transaction with the Issuer would constitute a principal transaction because of the ownership interest in an Other Account by an Investment Manager Affiliate or otherwise, the Investment Manager will comply with the requirements of Section 206(3) of the Advisers Act, including the requirement that the Investment Manager notify the board of directors of the Issuer (the "**Board of Directors**") in writing of the transaction and obtain the Issuer's consent through the Board of Directors before completion of such a transaction.

The Investment Manager has an obligation under the Investment Management Agreement to exercise its reasonable judgement to determine the market values of certain Collateral Debt Obligations for which certain specified third party bid prices are not available. Such valuations are taken into account for purposes of calculating the Par Value Ratios and Interest Coverage Ratios and can therefore make a

difference in the payments made to certain Noteholders on relevant Payment Dates. In determining the market values for such Collateral Debt Obligations, the Investment Manager will take into account various factors and may rely on internal pricing models, all in accordance with the valuation policies and procedures of KKR Credit US. Such valuations may vary from similar valuations performed by independent third parties for similar types of securities or assets. The valuation of illiquid securities and other assets is inherently subjective and subject to increased risk that the information utilised to value such assets or to create the price models may be inaccurate or subject to other error. Due to a wide variety of factors and the nature of certain securities and assets to be held by the Issuer, there is no guarantee that the values determined by the Investment Manager will represent the value that will be realised by the Issuer on the eventual realisation of the investment or that would, in fact, be realised upon an immediate disposition of the investments.

The Investment Manager Affiliates include a number of entities that act as broker-dealers (together, the "**KCM Companies**"). The KCM Companies are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, principal investment, hedging, and other financial and non-financial activities and services. Such broker-dealers (including their respective related lending vehicles) may manage or otherwise participate in underwriting syndicates and/or selling groups with respect to issuers or obligors of the Issuer's investments or may otherwise be involved in the private placement of debt or equity securities or instruments issued by the issuers or obligors and non-controlling entities in or through which the Issuer may invest (including by placing securities issued by such issuers or obligors with co-investors), or otherwise in arranging or providing financing for such issuers or obligors alone or with other lenders, which may include Other Accounts. Affiliated broker-dealers may, as a consequence of such activities, hold positions in instruments and securities issued by the issuers or obligors of the Issuer's investments. Subject to applicable law, such broker-dealers may receive underwriting fees, placement commissions, financing fees, interest payments or other compensation with respect to such activities, which are not required to be shared with the Issuer. Where an Investment Manager Affiliate broker-dealer serves as underwriter with respect to an issuer's or obligor's securities, the Issuer may be subject to a "lock-up" period following the offering under applicable regulations during which time its ability to sell any securities or obligations that it continues to hold is restricted. This may prejudice the Issuer's ability to dispose of such securities at an opportune time. In addition, in circumstances where an issuer of a portfolio investment becomes distressed and the participants in the relevant offering have a valid claim against the underwriter, the Issuer would have a conflict in determining whether to sue an Investment Manager Affiliate broker-dealer. In circumstances where a non-affiliate broker-dealer has underwritten an offering, the issuer of which becomes distressed, the Issuer may also have a conflict in determining whether to bring a claim on the basis of concerns regarding an Investment Manager Affiliate's relationship with the broker-dealer.

No Investment Manager Affiliate is under any obligation to offer investment opportunities of which they become aware to the Issuer or to share with the Issuer or to inform the Issuer of any such transaction or any benefit received by them from any such transaction or to inform the Issuer of any investments before offering any investments to Other Accounts.

The Investment Manager Affiliates have adopted information-sharing policies and procedures which address both (i) the handling of confidential information and (ii) the information barrier that exists between the public and private sides of the Investment Manager Affiliates. The Investment Manager's and other Investment Manager Affiliates' credit and public equity professionals (i.e., those engaged by KKR Credit US and Prisma) are generally on the public side of the Investment Manager Affiliates, although some members of the Investment Manager Affiliates' private credit investment team are on the private side of the Investment Manager Affiliates. The Investment Manager Affiliates' private equity, energy and infrastructure and real estate professionals and senior advisors and industry advisors are on the private side of the Investment Manager Affiliates and the Investment Manager Affiliates' broker-dealer professionals may be on the private or public side of the Investment Manager Affiliates depending on their roles. The Investment Manager Affiliates have compliance functions to administer the Investment Manager Affiliates' information-sharing policies and procedures and monitor potential

conflicts of interest. Although the Investment Manager plans to leverage the Investment Manager Affiliates' firm-wide resources to help source, conduct due diligence on and create value for the Issuer's investments, the Investment Manager Affiliates' information-sharing policies and procedures referenced above, as well as certain legal, contractual and tax constraints, could significantly limit the Investment Manager's ability to do so. For example, from time to time, the Investment Manager Affiliates' private equity or broker-dealer professionals may be in possession of material non-public information with respect to the Issuer's investments or potential investments and as a result such professionals will be restricted by the Investment Manager Affiliates' information-sharing policies or by law or contract, from sharing such information with the Investment Manager Affiliate professionals responsible for making the Investment Manager's investment decisions, even where the disclosure of such information would be in the best interest of the Issuer or would otherwise influence the decisions taken by such investment professionals with respect to such investment or potential investment. Accordingly, as a result of such restrictions, the investment activities of the Investment Manager Affiliates' other businesses may differ from, or be inconsistent with, the interests of and activities that are undertaken for the account of the Issuer and there can be no assurance that the Issuer will be able to fully leverage all of the available resources and industry expertise of the Investment Manager Affiliates' other businesses. Additionally, there may be circumstances in which one or more individuals associated with an Investment Manager Affiliate will be precluded from providing services to the Issuer because of certain confidential information available to those individuals or to other parts of the Investment Manager Affiliates.

While KKR Parent, its subsidiaries and the other Investment Manager Affiliates have established information barriers between their public and private sides as described above, KKR Parent, its subsidiaries and the other Investment Manager Affiliates do not, separately within each such division, generally establish information barriers between internal investment teams. In addition, information may be shared or "wall crossed" between the public and private sides of KKR Parent, its subsidiaries and the other Investment Manager Affiliates pursuant to KKR Parent's, its subsidiaries' and the other Investment Manager Affiliates' information barrier procedures.

The nature of the Investment Manager Affiliates' businesses, including, without limitation, participation by their personnel in creditors' committees, steering committees, or boards of directors of issuers of portfolio investments, may result in the Investment Manager receiving material non-public information from time to time with respect to publicly held companies or otherwise becoming an "insider" with respect to such companies. With limited exceptions (as described above), the Investment Manager Affiliates do not establish information barriers among internal investment teams. Trading by Investment Manager Affiliates on the basis of such information, or improperly disclosing such information, may be restricted pursuant to applicable law and/or internal policies and procedures adopted by Investment Manager Affiliates to promote compliance with applicable law. Accordingly, the possession of "inside information" or "insider" status with respect to such an issuer or obligor by Investment Manager Affiliates or their personnel may, including where an appropriate information barrier does not exist between the relevant investment professionals or has been "crossed" by such professionals, significantly restrict the Investment Manager Affiliates' ability to deal in the securities of that issuer on behalf of the Issuer, which may adversely impact the Issuer, including by preventing the execution of an otherwise advisable purchase or sale transaction in a particular security until such information ceases to be regarded as material non-public information, which could have an adverse effect on the overall performance of such investment. In addition, Investment Manager Affiliates in possession of such information may be prevented from disclosing such information to the Investment Manager, even where the disclosure of such information would be in the interest of the Issuer. The Investment Manager may also be subject to contractual "stand-still" obligations and/or confidentiality obligations that may restrict its ability to trade in certain securities on behalf of the Issuer.

In certain circumstances, the Investment Manager may engage an independent agent to dispose of assets held by the Issuer in which the Investment Manager Affiliates may be deemed to have material non-public information on behalf of the Issuer. Such independent agent may dispose of the relevant assets for a price that may be lower than the Investment Manager's valuation of such assets which may

take into account the material non-public information known to the Investment Manager Affiliates in respect of the Issuer.

The Issuer depends to a significant extent on the Investment Manager's access to the investment professionals and senior management of the Investment Manager Affiliates and the information, research and investment ideas generated by the Investment Manager Affiliate investment professionals and senior management during the normal course of their investment and portfolio management activities. The senior management and the investment professionals of the Investment Manager source, evaluate, analyse and monitor the Issuer's investments. The Issuer's future success will depend on the continued service of the senior management team and investment professionals of the Investment Manager.

The Investment Manager, in its capacity as Retention Holder, will agree in the Risk Retention Letter that it will retain the Retention for so long as any Class of Rated Notes remains outstanding. Any Notes in excess of the Retention may be sold by the Retention Holder at any time after the Issue Date. See "*Risk Retention in Europe*". The Investment Manager, the Investment Manager Affiliates and Other Accounts may, but will have no obligation to, purchase additional Notes and may acquire or, subject to the EU Retention Requirements in respect of the Notes comprising the Retention, sell Notes at any time. Subject to the EU Retention Requirements in respect of the Notes comprising the Retention, none of the Investment Manager, the other Investment Manager Affiliates and Other Accounts will be required to retain any such Notes for any period of time. The interests and incentives of the Investment Manager Affiliates or Other Accounts that may from time to time invest in Notes will not necessarily be aligned with those of the other holders of any Notes or the holder of Notes of any particular Class. In particular, if at any time the Subordinated Notes are owned in part by the Investment Manager or its Affiliates, the Investment Manager may face conflicts between the interests of the holders of the Rated Notes on the one hand and the interests of the holders of the Subordinated Notes on the other when making a decision to purchase or sell a Collateral Debt Obligation. Additionally, as holder of Subordinated Notes representing at least a Majority of the Subordinated Notes, the Retention Holder will have the ability to direct the Issuer and the Trustee to take, or not to take, certain actions, including (i) to direct an Optional Redemption after the Non-Call Period or to prevent any other holders of Subordinated Notes from directing an Optional Redemption after the Non-Call Period, (ii) to direct an Optional Redemption following a Note Tax Event, (iii) to direct the issuance of additional Notes by the Issuer and (iv) to direct a Refinancing. Further, any Notes held by the Investment Manager will have voting rights in connection with the approval of a successor manager. In taking or refraining to take any such actions, the Retention Holder will have no obligation to take into account the interests of any other holder of Notes. See "*Description of the Investment Management Agreement*".

The Trust Deed and the Investment Management Agreement provide for certain actions to occur at the direction of the specified percentage of Subordinated Notes, including an Optional Redemption of the Rated Notes. It may be difficult or impossible, so long as the Investment Manager Affiliates own a significant portion of the Subordinated Notes, to take such actions without the consent of the Investment Manager Affiliates. Actions requiring the consent or direction of the Subordinated Notes pursuant to the Trust Deed or the Investment Management Agreement could be expected to be influenced, and potentially controlled, by such Investment Manager Affiliates. To the extent that the interests of the holders of the Rated Notes that are not Investment Manager Affiliates or Other Accounts differ from the interests of the holders of the Subordinated Notes, the holding of a significant portion of the Subordinated Notes by the Investment Manager Affiliates may create additional conflicts of interest. Subject to the EU Retention Requirements in respect of the Notes comprising the Retention, any Notes, including the Subordinated Notes, acquired by the Investment Manager Affiliates, the Investment Manager or any Other Account may be sold by any such person to related and/or unrelated parties at any time and such sale may be conducted at a discount or in any other manner that could be potentially adverse to interests of other holders of the Notes.

The Investment Manager or its Affiliates may have had communications with Other Accounts, potential investors in the Notes and other parties interested in the transaction and may have

communications with other holders and/or other parties interested in the transaction during the term of the transaction, in each case, relating to the composition of the Issuer's investments and/or other matters relating to the Issuer. There can be no assurances that such communications will not influence the Investment Manager's decisions relating to the Issuer's assets or other matters with respect to which the Investment Manager has discretion, including, without limitation, the selection of the assets that were included in the portfolio prior to, and that will be included in the portfolio after, the Issue Date.

The Investment Manager may from time to time consult with, receive input from and provide information to third parties (who may or may not be or become direct and indirect owners of the Notes) in respect of obligations being considered for acquisition by the Issuer. Some of those same third parties may have interests adverse to those of the holders of Notes and may take a short position (for example, by buying protection under a credit default swap) relating to any such obligations or securities. This Prospectus does not contain any information regarding the individual Collateral Debt Obligations that will comprise the Issuer's initial portfolio or that may secure the Notes from time to time.

The Investment Manager is entitled to receive a Senior Investment Management Fee, a Subordinated Investment Management Fee and an Incentive Investment Management Fee from the Issuer out of proceeds received by the Issuer from the Collateral Debt Obligations, payable in accordance with the Priority of Payments. The payment of the Incentive Investment Management Fee is dependent to some degree on the yield earned on the Collateral Debt Obligations. The fee structure could create an incentive for the Investment Manager to manage the Issuer's investments in a manner as to seek to maximise the yield on the Collateral Debt Obligations relative to investments of higher creditworthiness. Managing the Portfolio with the objective of increasing yield, even though the Investment Manager is constrained by investment restrictions described in "*The Portfolio*", could result in an increase in defaults or volatility and could contribute to a decline in the aggregate market value of the Collateral Debt Obligations.

On the Issue Date, the Investment Manager expects to be reimbursed by the Issuer for certain expenses (including legal fees and expenses) incurred by the Investment Manager Affiliates in connection with its participation in the Refinancing.

No independent counsel has been appointed to represent the investors in respect of the Investment Manager and the other Investment Manager Affiliates. The same counsel that represents the Issuer may also represent Other Accounts, including the Investment Manager Accounts, and/or the Investment Manager Affiliates.

The Investment Manager Affiliates may be hedge counterparties and may provide other services to the Issuer and may receive fees from the Issuer in such capacities.

Certain holders of Notes may have access to more or better information than other investors or holders of Notes such as, but not limited to, portfolio risk, personnel and/or investment-related information. In addition, in the course of conducting due diligence, current or prospective investors or holders of Notes may request information pertaining to investments, portfolios or the Investment Manager. The Investment Manager may respond to such requests and provide a response containing information which is not generally made available to other investors although it may require investors receiving such information to agree to keep such information confidential. When the Investment Manager provides this requested information, it does so without an obligation to provide it to other investors or to correct or update any such information previously provided.

The Investment Manager may, in its sole discretion, agree with one or more holders of Notes to share a portion of its Investment Management Fees and, if such fee sharing agreement is made, although the Investment Manager will notify the Issuer of the nature and amount of such fee sharing arrangement, neither the Issuer nor the Investment Manager will be obliged to notify other holders of Notes and the Investment Manager will not be obliged to enter into similar agreements with other holders of Notes. Such fee sharing arrangements may affect the incentives of the Investment Manager in managing the Collateral Debt Obligations and may also affect the actions of the relevant holders of Notes in taking

any actions they may be permitted to take in respect of the Notes, including votes concerning amendments. The terms of any such fee sharing arrangements will be made available after the Issue Date to any holder upon request.

Other present and future activities of the Investment Manager and the other Investment Manager Affiliates may give rise to additional conflicts of interest not addressed above. In the event that a conflict of interest arises, the Investment Manager will attempt to resolve such conflict in a fair and equitable manner. By acquiring Notes, each investor will be deemed to have acknowledged the existence of any of the foregoing actual, apparent and potential conflicts of interest and to have waived any claim with respect to any liability from the existence of any such conflict of interest.

Acquisition of Issuer Shares

The Investment Manager holds 50 per cent. of the ordinary shares of the Issuer. The other 50 per cent. of the ordinary shares of the Issuer are held by the Share Trustee on trust for charitable purposes. The fact that the Investment Manager has a shareholding in the Issuer gives rise to the risk that, if the Investment Manager becomes insolvent while the Notes are outstanding, an insolvency official appointed to the Investment Manager in Ireland could seek the making of certain orders in respect of the Issuer, including the making of a pooling or contribution order on a winding-up or an examinership of the Issuer on the basis that it is a related company of the Investment Manager. The making of any such order in respect of the Issuer could impact the timing or amount of recoveries by Noteholders in respect of the Notes. The Issuer and the Investment Manager have and will continue to take steps in structuring the transactions that are intended to minimise the risk that the separate identity of the Issuer would not be respected. These steps include the creation of the Issuer as a separate, special purpose company, restrictions on the nature of its business and an undertaking by the Issuer to observe material legal formalities. The Issuer has agreed to extensive covenants in the Transaction Documents which restrict its activities and require it to conduct its business as a separate identifiable entity. The Issuer has been advised that, provided that such covenants are adhered to, the risk of an insolvency of the Investment Manager triggering insolvency proceedings in respect of the Issuer would be significantly mitigated. However, there can be no assurance that the commencement of any Irish insolvency proceedings in respect of the Investment Manager would not adversely affect the affairs of the Issuer and, consequently, the Noteholders.

In addition to structuring the Issuer as a special purpose vehicle intended to be treated as bankruptcy-remote from the Investment Manager, all counterparties to contracts with the Issuer have agreed to refrain from filing a petition in bankruptcy with respect to the Issuer. See "*Examinership*" and "*Preferred Creditors*" below. In particular, the Investment Manager undertook in a deed of charge over shares (the "**Share Charge**") dated on or about the Original Issue Date, as owner of the 50 ordinary shares in the Issuer at the date thereof, *inter alia*, not to petition for the voluntary winding up of the Issuer until such time as the Notes have been redeemed in full.

Rating Agencies

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

Certain Conflicts of Interest Involving or Relating to Morgan Stanley & Co. International plc 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 Morgan Stanley & Co. International plc ("**Morgan Stanley**") and its Affiliates to the Issuer, the Trustee, the Investment Manager, the issuers or obligors of the Collateral Debt Obligations and others, as well as in connection with the investment, trading and brokerage activities of Morgan Stanley and its Affiliates. Morgan Stanley and its Affiliates may from time to time hold Notes of any

Class for investment, trading or other purposes, and may sell at any time any Notes held by them. Morgan Stanley and its Affiliates will have the right to vote the Notes that they hold. The interests and incentives of Morgan Stanley or its Affiliates will not necessarily be aligned with those of the other holders. Additionally, Morgan Stanley or any of its Affiliates may, on either its own or its clients' behalf, invest or take long or short positions in the Notes, which may be different from the position taken by holders of the Notes. Any such short position will increase in value if the Notes decrease in value. Morgan Stanley and its Affiliates are not obligated to consider the interests of the Noteholders or any effect that such positions could have on them.

Morgan Stanley or any its Affiliates may, on their own behalf or on behalf of clients, act as Hedge Counterparty or Selling Institution. The position of Morgan Stanley, its Affiliates or its clients in such a derivative transaction may increase in value if the Notes default or decrease in value. In conducting such activities, Morgan Stanley and its Affiliates are under no obligation to consider the interests of Noteholders or the impact of any such activities on the Noteholders.

Morgan Stanley and any of its Affiliates will act in their own commercial interests in these various capacities without regard to whether its interests conflict with those of the Noteholders or any other party. None of Morgan Stanley or its Affiliates take any responsibility for, and have no obligations to potential investors or other third parties in respect of, the Issuer.

The Issuer has purchased and may sell prior to the Issue Date, and may purchase or sell after the Issue Date, Collateral Debt Obligations from, to or through one or more of Morgan Stanley or its Affiliates. Certain Eligible Investments may be issued, managed or underwritten by one or more of Morgan Stanley or its Affiliates. One or more of Morgan Stanley or its Affiliates may provide investment banking, commercial banking, asset management, financing and financial advisory services and products to the Investment Manager, its Affiliates, and/or funds managed by the Investment Manager or 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 Investment Manager, its Affiliate(s), and funds managed by the Investment Manager or its Affiliate(s). As a result of such transactions or arrangements, one or more of Morgan Stanley or its Affiliates may have interests adverse to those of the Issuer and Noteholders. Morgan Stanley is not obligated to consider the interests of the Noteholders or any effect that such positions could have on them.

Morgan Stanley and its Affiliates may have underwritten or be acting as agent, counterparty or lender in respect of certain of the Collateral Debt Obligations, may have on-going relationships (including, without limitation, the provision of investment banking, commercial banking and advisory services or engaging in securities or derivatives transactions) with issuers whose debt obligations constitute Collateral Debt Obligations and may own either equity securities or debt obligations (including the debt obligations that constitute Collateral Debt Obligations issued by such issuers). Morgan Stanley and its Affiliates may also have on-going relationships (including, without limitation, the provision of investment banking, commercial banking and advisory services or engaging in securities or derivatives transactions) with purchasers of the Notes or the Investment Manager or their respective Affiliates. Morgan Stanley and its Affiliates and clients may also invest in debt obligations that have interests different from or adverse to the debt obligations that constitute Collateral Debt Obligations. From time to time the Issuer may purchase, enter into, terminate or sell Collateral Debt Obligations from or through Morgan Stanley or any of its Affiliates.

In addition, certain "private side" and "walled off" areas of Morgan Stanley or its Affiliates may have access to material non-public information regarding the Collateral Debt Obligations or the issuers whose debt obligations constitute Collateral Debt Obligations. These areas have not participated in the preparation of this Prospectus, nor have they provided any material non-public information to any employee of Morgan Stanley involved in the preparation of this Prospectus.

Morgan Stanley will be entitled to be paid certain fees in connection with the structuring and offering of the Refinancing Notes from the proceeds of the issuance of the Refinancing Notes. Morgan Stanley may forego a portion of or otherwise choose to accept a reduced amount of such fees for any reason.

Whether any such amount will be foregone or reduced may depend on the terms of the securities issued on the Issue Date (including, without limitation, the interest rates and purchase prices of any Refinancing Notes purchased for the account of Morgan Stanley or its Affiliates or otherwise for distribution), the purchase price of the Collateral Debt Obligations and other terms of the transaction.

Investment Company Act

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on both (i) an exemption under Section 3(c)(7) of the Investment Company Act for investment companies (a) whose outstanding securities are beneficially owned only by "qualified purchasers" (within the meaning given to such term in the Investment Company Act and the regulations of the SEC thereunder) with respect to the Issuer and certain transferees thereof identified in Rule 3c-5 and Rule 3c-6 under the Investment Company Act and (b) which do not make a public offering of their securities in the United States and (ii) an exclusion from the definition of investment company for certain asset-backed issuers that meet the conditions of Rule 3a-7 under the Investment Company Act.

So long as the Issuer relies on Rule 3a-7, its ability to acquire and dispose of Collateral Debt Obligations may be limited, which could adversely affect its ability to realise gains, mitigate losses or reinvest principal payments or sale proceeds. See "*The Portfolio - The Portfolio Acquisition and Disposition Requirements*". However, the Issuer (or the Investment Manager on its behalf) may elect on any date not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act and to rely solely on the exemption under Section 3(c)(7) of the Investment Company Act. If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule. However, whilst the Issuer may take these and other steps to comply with a different exception to the definition of "covered fund", there is no guarantee that any such steps would be successful. Accordingly, the Issuer may become a "covered fund" in the future and banking entities and other entities subject to the Volcker Rule would be restricted from acquiring and retaining certain ownership interests in the Issuer.

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.

No opinion or no-action position has been 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 that is made in violation of the Investment Company Act or whose performance involves such violation could be declared unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. In addition, the Issuer or any of the Collateral becoming required to register as an "investment company" under the Investment Company Act will constitute an Event of Default if such requirement continues for 45 days. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

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

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer at any time determines that any holder of an interest in a Rule 144A Note (1) is a U.S. person and (2) is not a QIB/QP (any such person, a "**Non-Permitted Holder**"), the Issuer shall, promptly after determination that such person is a Non-Permitted Holder by the Issuer or a Transfer Agent (and notice by such Transfer Agent to the Issuer, if such Transfer Agent makes the determination) send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest to a person that is not a Non-Permitted Holder within 30 days of the date of such notice. If such Non-Permitted Holder fails to effect the transfer required within such 30 day period, (a) upon direction from the Issuer or the Investment Manager on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, shall cause such beneficial interest to be transferred in a sale (conducted by such Transfer Agent) to a person or entity that certifies 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/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

See "*Risk Factors - Non-compliance with restrictions on ownership of the Notes and the Investment Company Act could adversely affect the Issuer*".

Irish Law

The Issuer is subject to risks, including the location of its centre of main interest, the appointment of examiners, claims of preferred creditors and floating charges.

Centre of main interest

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

Examinership

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

The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the relevant Irish court for the appointment of an examiner. The examiner, once appointed, has the power to halt, prevent or rectify acts or omissions, by or on behalf of the company after his appointment and, in certain circumstances, negative pledges given by the company prior to his appointment will not be binding on the company. Furthermore, where proposals for a scheme of arrangement are to be formulated, the company may, subject to the approval of the court, affirm or repudiate any contract under which some element of performance other than the payment remains to be rendered both by the company and the other contracting party or parties.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist in 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 a minimum of one class of creditors, whose interests are impaired under the proposals, 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 and the proposals are not unfairly prejudicial to any interested party.

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

If however, 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 would be as follows:

(a) the Trustee, acting on behalf of the Noteholders, would not be able to enforce rights against the Issuer during the period of examinership; and

(b) a scheme of arrangement may be approved involving the writing down of the debt due by the Issuer to the Noteholders irrespective of the Noteholders' views.

Preferred Creditors

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, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular:

(a) under the terms of the Trust Deed, the Rated Notes will be secured in favour of the Trustee for the benefit of itself and the other Secured Parties by security over a portfolio of Collateral Debt Obligations and assignments of various of the Issuer's rights under the Transaction Documents. Under Irish law, the claims of creditors holding fixed charges may rank behind other creditors (namely fees, costs and expenses of any examiner appointed and certain capital gains tax liabilities) and, in the case of fixed charges over book debts, may rank behind claims of the Irish Revenue Commissioners for PAYE, pay-related social insurance, local property tax and VAT;

(b) under Irish law, for a charge to be characterised as a fixed charge, the charge holder is required to exercise the requisite level of control over the assets purported to be charged and the proceeds of such assets including any bank account into which such proceeds are paid. There is a risk therefore that even a charge which purports to be taken as a fixed charge may take effect as a floating charge if a court deems that the requisite level of control was not exercised; and

(c) in an insolvency of the Issuer, the claims of certain other creditors (including the Irish Revenue Commissioners for certain unpaid taxes), as well as those of creditors mentioned above, will rank in priority to claims of unsecured creditors and claims of creditors holding floating charges.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of each of the Class X Notes, the Class A Notes, the Class B 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 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, some of which will modify the effect of these terms and conditions of the Notes. See "*Form of the Notes - Amendments to Terms and Conditions*".

The issue on 5 June 2014 (the "**Original Issue Date**") of €275,000,000 Class A Senior Secured Floating Rate Notes due 2027 (the "**Original Class A Notes**"), €18,000,000 Class B-1 Senior Secured Fixed Rate Notes due 2027 (the "**Original Class B-1 Notes**"), €61,000,000 Class B-2 Senior Secured Floating Rate Notes due 2027 (the "**Original Class B-2 Notes**" and, together, the "**Original Class B Notes**"), €24,500,000 Class C Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class C Notes**"), €31,500,000 Class D Deferrable Mezzanine Floating Rate Notes due 2027 (the "**Original Class D Notes**"), €32,500,000 Class E Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class E Notes**"), €17,500,000 Class F Deferrable Junior Floating Rate Notes due 2027 (the "**Original Class F Notes**" and, together with the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes and the Original Class E Notes, the "**Refinanced Notes**"), €58,500,000 Subordinated Notes due 2027 (the "**Subordinated Notes**" and, together with the Refinanced Notes, the "**Original Notes**") was authorised by resolution of the board of Directors of the Issuer dated 27 May 2014. The Original Notes were constituted by a trust deed entered into between (amongst others) the Issuer and Law Debenture Trust Company of New York, in its capacity as trustee for the Noteholders and as security trustee for the Secured Parties on the Original Issue Date, the "**Original Trust Deed**").

On or about 26 May 2017 (the "**Issue Date**", and with respect to the Refinanced Notes, the "Redemption Date" for purposes of the Original Trust Deed), the Issuer will, subject to the satisfaction of certain conditions, refinance the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes, the Original Class E Notes and the Original Class F Notes by issuing €3,000,000 Class X Senior Secured Floating Rate Notes due 2030 (the "**Class X Notes**"), €300,000,000 Class A-R Senior Secured Floating Rate Notes due 2030 (the "**Class A Notes**"), €20,000,000 Class B-1R Senior Secured Fixed Rate Notes due 2030 (the "**Class B-1 Notes**"), €27,000,000 Class B-2R Senior Secured Floating Rate Notes due 2030 (the "**Class B-2 Notes**"), €13,000,000 Class B-3R Senior Secured Floating Rate Notes due 2030 (the "**Class B-3 Notes**" and, together with the Class B-1 Notes and the Class B-2 Notes, the "**Class B Notes**"), €21,000,000 Class C-1R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-1 Notes**"), €15,000,000 Class C-2R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class C-2 Notes**" and, together with the Class C-1 Notes, the "**Class C Notes**"), €23,000,000 Class D-R Deferrable Mezzanine Floating Rate Notes due 2030 (the "**Class D Notes**"), €27,500,000 Class E-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class E Notes**"), €15,800,000 Class F-R Deferrable Junior Floating Rate Notes due 2030 (the "**Class F Notes**" and, together with the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Refinancing Notes**") and the Refinancing Notes together with the Subordinated Notes, the "**Notes**"). The issue of the Refinancing Notes of Avoca CLO XI Designated Activity Company (the "**Issuer**") was authorised by a resolution of the board of Directors of the Issuer dated 23 May 2017. The Refinancing Notes will be constituted and secured by, and certain amendments will be made to the Subordinated Notes (including an extension of the maturity thereof), pursuant to a deed of novation and supplemental trust deed to the Original Trust Deed dated on or about 26 May 2017 between (amongst others) the Issuer and The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York) in its capacity as trustee for the Noteholders and as security trustee for the Secured Parties (the "**Trustee**", which expression shall include all persons for the time being acting as trustee or trustees under the Trust Deed) (the "**Supplemental Trust Deed**" and, together with the Original Trust Deed (and any other security document entered into in respect of the Notes (including the Euroclear Security Agreement as

novated on the Issue Date to The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York) as pledgee)), the "**Trust Deed**").

The Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes are together referred to as the "**Notes**").

These terms and conditions of the Notes (the "**Conditions of the Notes**" or the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes the forms of the certificates representing the Notes). The following agreements have been or will be entered into in relation to the Notes: (a) an amended and restated agency agreement to be dated on or around 26 May 2017 (the "**Agency Agreement**") between, amongst others, the Issuer, The Bank of New York Mellon SA/NV, Luxembourg Branch (as successor to The Bank of New York Mellon (Luxembourg) S.A.), as registrar (the "**Registrar**", which term shall include any successor or substitute registrar appointed pursuant to the terms of the Agency Agreement) and as transfer agent (the "**Transfer Agent**", which term shall include any successor or substitute transfer agent, and together with the Registrar, the "**Transfer Agents**", and each a "**Transfer Agent**"), The Bank of New York Mellon, London Branch, as principal paying agent, account bank, calculation agent and custodian (respectively, "**Principal Paying Agent**", "**Account Bank**", "**Calculation Agent**" and "**Custodian**", which terms shall include any successor or substitute principal paying agent, account bank, calculation agent or custodian, respectively, appointed pursuant to the terms of the Agency Agreement), The Bank of New York Mellon SA/NV as Collateral Administrator (as defined below) and information agent (the "**Information Agent**" which term shall include any successor information agent appointed pursuant to the terms of the Agency Agreement) and the Trustee; (b) an amended and restated investment management agreement to be dated on or around 26 May 2017 (the "**Investment Management Agreement**") between KKR Credit Advisors (Ireland) Unlimited Company, as investment manager in respect of the Portfolio (the "**Investment Manager**", which term shall include its permitted successors and assigns pursuant to the terms of the Investment Management Agreement), the Issuer, The Bank of New York Mellon SA/NV as Information Agent and collateral administrator (the "**Collateral Administrator**", which term shall include any successor collateral administrator appointed pursuant to the terms of the Investment Management Agreement), the Custodian and the Trustee; (c) a corporate services agreement between the Issuer and TMF Administration Services Limited as corporate services provider (the "**Corporate Services Provider**", which term shall include any successor corporate services provider appointed pursuant to the terms of the Corporate Services Agreement) dated 30 June 2015 (the "**Corporate Services Agreement**"); (d) a subscription agreement between the Issuer and Morgan Stanley & Co. International plc as initial purchaser (the "**Initial Purchaser**") dated on or around 26 May 2017 (the "**Subscription Agreement**"); and (e) a share charge between the Investment Manager as the charging company, the Issuer and Law Debenture Trust Company of New York as trustee dated the Original Issue Date and novated on the Issue Date to The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York) as Trustee (the "**Share Charge**"). Copies of the Trust Deed, the Agency Agreement and the Investment Management Agreement are available for inspection during usual business hours at the principal office of the Issuer (presently at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland) and at the specified offices of the Transfer Agents for the time being. The holders of each Class of Notes are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed, and are deemed to have notice of all the provisions of the Agency Agreement and the Investment Management Agreement applicable to them.

1. Definitions

"**Accounts**" means the Principal Account, the Interest Account, the Unused Proceeds Account, the Payment Account, the Expense Reserve Account, the Collateral Enhancement Account, each Counterparty Downgrade Collateral Account, each Hedge Termination Account, each Asset Swap Account, the Interest Smoothing Account, the Unfunded Revolver Reserve Account, and the Custody 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; *provided* that for the purposes of calculating the interest payable in accordance with Condition 6(f) (*Interest on the Fixed Rate Notes*) the Payment Date shall not be adjusted if the relevant Payment Date would have fallen on a day other than a Business Day but for the proviso in the definition of Payment Date.

"**Adjusted Collateral Principal Amount**" means, as of any date of determination, an amount equal to:

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

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

(c) without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) (including Eligible Investments therein which represent Principal Proceeds); *plus*

(d) (x) in relation to a Deferring Security or a Defaulted Obligation, the lesser of: (i) its S&P Collateral Value; and (ii) its Moody's Collateral Value, provided that the Adjusted Collateral Principal Amount of a Defaulted Obligation that has been a Defaulted Obligation for more than three years after the date on which it became a Defaulted Obligation and continues to be a Defaulted Obligation on such date shall be zero, and (y) in relation to a Zero Coupon Obligation, the accreted value of such Zero Coupon Obligation; *plus*

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

(f) the Excess CCC/Caa Adjustment Amount; *minus*

(g) for the purpose of determining any Par Value Ratio, any capital tax liability (or anticipated capital tax liability) of any Blocker Subsidiary related to an Ineligible Obligation and any amounts expected to be withheld at source or otherwise deducted in respect of taxes arising from any distribution relating to such Ineligible Obligation made (or anticipated to be made) by the relevant Blocker Subsidiary to the Issuer (unless such withholding or deduction can be sheltered by an application being made under the applicable double tax treaty or otherwise),

provided further that, (i) with respect to any Collateral Debt Obligation that satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation, Zero Coupon Obligation or Deferring Security and/or that falls into the Excess CCC/Caa Adjustment Amount, such Collateral Debt Obligation shall, for the purposes of this definition, be treated as belonging to the category of Collateral Debt Obligations which results in the lowest Adjusted Collateral Principal Amount on such date of determination and (ii) in respect of paragraphs (c) to (g) above, any non-Euro amounts received shall be converted into Euro at the Applicable Exchange Rate.

"**Administrative Expenses**" means amounts due and payable by the Issuer in the following order of priority (in each case, other than where expressly set out below, including any reverse

charge VAT thereon (and to the extent that such amounts relate to reimbursement or indemnification for costs and expenses, such VAT to be limited to irrecoverable VAT)):

(a) on a pro rata basis and pari passu, to (i) the Agents pursuant to the Agency Agreement and, in the case of the Information Agent and Collateral Administrator, the Investment Management Agreement (other than, in each case, by way of indemnity), and (ii) the Corporate Services Provider pursuant to the Corporate Services Agreement;

(b) to each Reporting Delegate (other than by way of indemnity) pursuant to any Reporting Delegation Agreement;

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

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

(ii) to the independent certified public accountants, auditors, agents and counsel of the Issuer;

(iii) to the Investment Manager pursuant to the Investment Management Agreement (including indemnities provided for therein), but excluding any Investment Management Fees, the repayment of any Investment Manager Advances and any interest accrued thereon or any VAT payable thereon;

(iv) to any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes) or any statutory indemnity;

(v) to the Irish Stock Exchange, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;

(vi) on a pro rata basis to any other Person in respect of any other fees or expenses contemplated in the Conditions of the Notes (for the avoidance of doubt, other than the repayment of any Investment Manager Advances and any interest accrued thereon) and in the Transaction Documents or any other documents delivered pursuant to or in connection with the issue and sale of the Notes, 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 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;

(viii) 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);

(ix) to the Agents pursuant to the Agency Agreement and, in the case of the Information Agent and Collateral Administrator, the Investment Management Agreement, in each case, by way of indemnity;

(x) to each Reporting Delegate pursuant to any Reporting Delegation Agreement, by way of indemnity;

(xi) to the Initial Purchaser pursuant to the Subscription Agreement in respect of any indemnity payable to it thereunder; and

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

(d) on a pro rata and pari passu basis:

(i) on a pro rata basis to any other Person (including the Investment Manager) in connection with satisfying the requirements of Rule 17g-5, EMIR, CRA3, the AIFMD or the Dodd-Frank Act;

(ii) on a pro rata basis to any other Person (including the Investment Manager) in connection with satisfying the EU Retention Requirements or the requirements of the UCITS Directive including any costs or fees related to additional due diligence or reporting requirements;

(iii) FATCA Compliance Costs;

(iv) CRS Compliance Costs;

(v) reasonable fees, costs and expenses of the Issuer and Investment Manager including reasonable attorneys' fees of compliance by the Issuer and the Investment Manager with the United States Commodity Exchange Act of 1936, as amended (including rules and regulations promulgated thereunder);

(e) any Refinancing Costs (to the extent not already paid pursuant to paragraph (a) above);

(f) to any other Person in respect of any fees or expenses relating to any Blocker Subsidiary;

(g) on a pro rata basis to the payment of any indemnities (to the extent not already covered in paragraphs (a) to (f) above) payable to any Person as contemplated in these Conditions or the Transaction Documents; and

(h) on a pro rata basis to the payment of all other costs, expenses and fees reasonably incurred by the Issuer (to the extent not already covered in paragraphs (a) to (g) above),

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

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

"**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, (A) to vote more than 50 per cent. of the securities having ordinary voting power for the election

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

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

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

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

(a) the Aggregate Principal Balance of all Collateral Debt Obligations, save that for the purpose of calculating the Aggregate Principal Balance for the purposes of:

(i) the Portfolio Profile Tests and the Collateral Quality Tests (other than the S&P CDO Monitor Test); and

(ii) determining whether an Event of Default has occurred in accordance with Condition 10(a)(iv) (*Collateral Debt Obligations*),

the Principal Balance of each Defaulted Obligation shall be excluded;

(b) the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) and any Eligible Investments which represent Principal Proceeds (excluding, for the avoidance of doubt, any interest accrued on Eligible Investments), *provided* that for the purposes of determining the Balances therein, Principal Proceeds to be used to purchase Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to purchase the relevant Collateral Debt Obligations but such purchase(s) have not yet settled shall be excluded from the Balances in the calculation of the Aggregate Collateral Balance as if such purchase had been completed, and Principal Proceeds to be received from Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell the relevant Collateral Debt Obligations but such sale(s) have not yet settled shall be included in the Balances in the calculation of the Aggregate Collateral Balance as if such sale had been completed; and

(c) solely 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 Exchanged Security, any Collateral Enhancement Obligation and any other debt or equity obligation purchased and held by or on behalf of the Issuer that does not constitute a Collateral Debt Obligation.

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 not take into account any adjustments for purchase price or the application of haircuts.

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

"**AIFMD**" means 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 regulation, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"**AIFMD Retention Requirements**" means Article 17 of the AIFMD, as implemented by Section 5 of the European Union Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFMD (the "**AIFMD Level 2 Regulation**"), including any guidance published in relation thereto and any implementing laws or regulations in force in any Member State of the European Union, provided that references to the AIFMD Retention Requirements shall be deemed to include any successor or replacement provisions of Section 5 included in any European Union directive or regulation subsequent to the AIFMD or the AIFMD Level 2 Regulation.

"**Applicable Exchange Rate**" means (i) in relation to any Asset Swap Obligation, the exchange rate set forth in the relevant Asset Swap Transaction; and (ii) in all other cases, the Spot Rate.

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

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

"**Article 404**" means Articles 404-410 of Regulation (EU) No 575/2013 of the European Parliament and of the Council (as amended from time to time and as implemented by the Member States of the European Union), provided that any reference to Article 404 shall be deemed to include any successor or replacement provisions included in any European Union directive or regulation.

"**Asset Swap Account**" means each currency account into which amounts due to the Issuer in respect of each Asset Swap Obligation and out of which amounts from the Issuer to each applicable Asset Swap Counterparty under each applicable Asset Swap Transaction are to be paid.

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

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

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

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

"**Asset Swap Obligation**" means any Collateral Debt Obligation which is the subject of an Asset Swap Transaction.

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

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

"**Asset Swap Termination Payment**" means the amount payable to an Asset Swap Counterparty by the Issuer upon termination or modification of an Asset Swap Transaction excluding, for purposes other than payment by the Issuer, any due and unpaid Scheduled Periodic Asset Swap Counterparty Payments and any Asset Swap Issuer Principal Exchange Amounts.

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

"**Asset Swap Transaction**" means each asset swap transaction entered into under an Asset Swap Agreement.

"**Assignment**" means an interest in a loan acquired directly by way of novation or assignment.

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

"**Authorised Integral Amount**" means for each Class of Notes, €1,000.

"**Authorised Officer**" means with respect to the Issuer, any Director 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, 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,

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, if 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 obligation of the obligor thereunder which is senior or equal in right of payment to such Eligible Investment such Eligible Investment shall have a value equal to the lesser of its S&P Collateral Value and its Moody's Collateral Value (determined as if such Eligible Investment were a Collateral Debt Obligation).

"**Benefit Plan Investor**" means:

(a) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA;

(b) a plan to which Section 4975 of the Code applies; or

(c) any entity whose underlying assets include plan assets by reason of such an employee benefit plan's or plan's investment in such entity, but only to the extent of the percentage of the equity interests in such entity that are held by Benefit Plan Investors.

"**Bivariate Risk Table**" has the meaning given to it in the Investment Management Agreement.

"**Blocker Subsidiary**" means an entity treated as a corporation for U.S. federal income tax purposes, 100 per cent. of the equity interests in which are owned directly or indirectly by the Issuer.

"**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 and Dublin (other than a Saturday or a Sunday); and

(c) for the purposes of the definition of Presentation Date, in relation to any place, on which commercial banks and foreign exchange markets settle payments in that place.

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

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

"**CCC/Caa Excess**" means the amount equal to the greater of:

(a) the excess of the Principal Balance of all CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance as of the date of determination; and

(b) the excess of the Principal Balance of all Caa Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance as of the date of determination,

provided that:

(i) in determining the Aggregate Collateral Balance for the purposes of paragraph (a) above, each Defaulted Obligation shall be deemed to have a Principal Balance equal to its S&P Collateral Value;

(ii) in determining the Aggregate Collateral Balance for the purposes of paragraph (b) above, each Defaulted Obligation shall be deemed to have a Principal Balance equal to its Moody's Collateral Value; and

(iii) in determining which of the CCC Obligations or Caa Obligations, as applicable, shall be included under paragraph (a) or (b) above, the CCC Obligations or Caa Obligations, as applicable, with the lowest Market Value (assuming that such

Market Value is expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of such date of determination) shall be deemed to constitute the CCC/Caa Excess.

"**CFTC**" means the Commodity Futures Trading Commission or any successor thereto or replacement thereof.

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

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

"**Class A/B Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes and the Class B Notes, (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case as at the next following Payment Date. For the purposes of calculating the Class A/B Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class X Notes, the Class A Notes and the Class B Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class A/B Interest Coverage Test**" means the test which will apply and will be satisfied on each Measurement Date if the Class A/B Interest Coverage Ratio is at least equal to 120.0 per cent.

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

"**Class A/B Par Value Test**" means the test which will apply as of any Measurement Date and which will be satisfied on such Measurement Date if the Class A/B Par Value Ratio is at least equal to 129.9 per cent.

"**Class B Noteholders**" means, together, the Class B-1 Noteholders, the Class B-2 Noteholders and the Class B-3 Noteholders from time to time.

"**Class B-1 Fixed Rate of Interest**" has the meaning ascribed to it in Condition 6(f) (*Interest on the Fixed Rate Notes*).

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

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

"**Class B-3 Noteholders**" means the holders of any Class B-3 Notes from time to time.

"**Class C Coverage Tests**" means the Class C Interest Coverage Test and the Class C Par Value Test.

"**Class C Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes (excluding Deferred Interest but including any interest on Deferred Interest), (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case as at the next 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 X Notes, the Class A Notes, the Class B Notes and the Class C Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class C Interest Coverage Test**" means the test which will apply and will be satisfied on each Measurement Date if the Class C Interest Coverage Ratio is at least equal to 110.0 per cent.

"**Class C Noteholders**" means, together, the Class C-1 Noteholders and the Class C-2 Noteholders from time to time.

"**Class C-1 Noteholders**" means the holders of any Class C-1 Notes from time to time.

"**Class C-2 Noteholders**" means the holders of any Class C-2 Notes from time to time.

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

"**Class C Par Value Test**" means the test which will apply as of any Measurement Date and which will be satisfied on such Measurement Date if the Class C Par Value Ratio is at least equal to 118.8 per cent.

"**Class D Coverage Tests**" means the Class D Interest Coverage Test and the Class D Par Value Test.

"**Class D Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes (excluding Deferred Interest but including any interest on Deferred Interest), (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case as at the next 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class D Interest Coverage Test**" means the test which will apply and will be satisfied on each Measurement Date if the Class D Interest Coverage Ratio is at least equal to 105.0 per cent.

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

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

"**Class D Par Value Test**" means the test which will apply as of any Measurement Date and which will be satisfied on such Measurement Date if the Class D Par Value Ratio is at least equal to 113.3 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 Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of (i) the

scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (excluding Deferred Interest but including any interest on Deferred Interest), (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case as at the next 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class E Interest Coverage Test**" means the test which will apply and will be satisfied on each Measurement Date if the Class E Interest Coverage Ratio is at least equal to 102.0 per cent.

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

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

"**Class E Par Value Test**" means the test which will apply as of any Measurement Date and which will be satisfied on such Measurement Date if the Class E Par Value Ratio is at least equal to 107.0 per cent.

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

"**Class F Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (excluding Deferred Interest but including any interest on Deferred Interest), (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case as at the next following Payment Date. For the purposes of calculating the Class F Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

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

"**Class F Par Value Test**" means the test which will apply and will be satisfied on each Measurement Date if the Class F Par Value Ratio is at least equal to 103.7 per cent.

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

(a) the Class X Notes;

(b) the Class A Notes;

(c) the Class B-1 Notes;

(d) the Class B-2 Notes;

(e) the Class B-3 Notes

(f) the Class C-1 Notes;

(g) the Class C-2 Notes;

(h) the Class D Notes;

(i) the Class E Notes;

(j) the Class F Notes; and

(k) the Subordinated Notes,

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

(i) subject to the definition of "Controlling Class", any Class X Notes and Class A Notes that are entitled to vote on a matter pursuant to these Conditions will vote together as a single Class; and

(ii) for the purposes of determining voting rights attributable to the Notes and the applicable quorum in any meeting of Noteholders pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*):

(A) the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes shall be deemed to constitute a single class in respect of any voting rights specifically granted to them as the Controlling Class; and

(B) the Class C-1 Notes and the Class C-2 Notes shall be deemed to constitute a single class in respect of any voting rights specifically granted to them as the Controlling Class.

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

"**Class X Principal Amortisation Amount**" means, for each Payment Date beginning on (and including) the first Payment Date immediately following the Issue Date, the lesser of (i) the Principal Amount Outstanding of the Class X Notes; and (ii) €1,000,000.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

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

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

"**Collateral Debt Obligation**" means any debt obligation or debt security purchased (including by way of Participation) and held by or on behalf of the Issuer from time to time (or, if the context so requires, to be purchased and held by or on behalf of the Issuer) and which satisfies the Eligibility Criteria as in effect on the date of such purchase. References to Collateral Debt Obligations shall include Non-Euro Obligations but shall not include Collateral Enhancement Obligations, Eligible Investments or Exchanged Securities. Obligations which are to constitute Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to purchase but which have not yet settled shall be included as Collateral Debt Obligations solely in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test at any time as if such purchase had been completed; and Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test as if such

sale had been completed. The failure of any obligation to satisfy the Eligibility Criteria at any time after the Issuer or the Investment Manager on behalf of the Issuer has entered into a binding agreement to purchase it, shall not cause such obligation to cease to constitute a Collateral Debt Obligation unless it is an Issue Date Collateral Debt Obligation which does not satisfy the Eligibility Criteria on the Issue Date. A Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) shall only constitute a Collateral Debt Obligation if it is a Restructured Obligation.

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

"**Collateral Enhancement Account**" means an account in the name of the Issuer, so entitled and held with the Account Bank.

"**Collateral Enhancement Amount**" means, with respect to any Payment Date during the Reinvestment Period, the amount of Interest Proceeds retained in the Collateral Enhancement Account on the Payment Date in accordance with the Interest Proceeds Priority of Payments, at the sole discretion of the Investment Manager 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, equity security or, at the designation of the Investment Manager, debt security, excluding Exchanged Securities, but including without limitation, warrants relating to Mezzanine Obligations and any equity security or, at the designation of the Investment Manager, debt 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, equity security or, at the designation of the Investment Manager, debt security, purchased as part of a unit with a Collateral Debt Obligation (but in all cases, excluding, for the avoidance of doubt, the Collateral Debt Obligation), in each case, the acquisition of which will not result in the imposition of any present or future, actual or contingent liabilities or obligations on the Issuer other than those which may arise at its option. For the avoidance of doubt, any asset which would satisfy the Eligibility Criteria upon acquisition shall constitute a Collateral Debt Obligation and not a Collateral Enhancement Obligation.

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

(a) so long as any Notes rated by S&P are Outstanding, until the expiry of the Reinvestment Period only, the S&P CDO Monitor Test;

(b) so long as any Notes rated by Moody's are Outstanding:

(i) the Moody's Minimum Diversity Test;

(ii) the Moody's Maximum Weighted Average Rating Factor Test; and

(iii) the Moody's Minimum Weighted Average Recovery Rate Test; and

(c) so long as any Rated Notes are Outstanding:

(i) the Minimum Weighted Average Spread Test; and

(ii) the Weighted Average Life Test,

each as defined in the Investment Management Agreement.

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

"**Commitment 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.

"**Companies Act 2014**" means the Companies Act 2014 (as amended) of Ireland.

"**Constitution**" means the memorandum and articles of association of the Issuer.

"**Controlling Class**" means:

(a) the Class A Notes; or

(b) following redemption and payment in full of the Class A Notes, the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes acting as a single Class; or

(c) following redemption and payment in full of the Class A Notes and the Class B Notes, the Class C-1 Notes and the Class C-2 Notes acting as a single Class; or

(d) following redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes, the Class D Notes; or

(e) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D 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 in full of all of the Rated Notes, the Subordinated Notes.

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

"**Corporate Rescue Loan**" means, as determined by the Investment Manager, any interest in a loan or financing facility that is acquired directly by way of assignment or novation or indirectly

by way of Participation which is paying interest and principal if applicable on a current basis and either:

(a) is an obligation of a debtor in possession as described in § 1107 of the United States Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to § 1104 of the United States Bankruptcy Code) (a "**Debtor**") organised under the laws of the United States or any State therein, the terms of which have been approved by an order of the United States Bankruptcy Court, the United States District Court, or any other court of competent jurisdiction, the enforceability of which order is not subject to any pending contested matter or proceeding (as such terms are defined in the Federal Rules of Bankruptcy Procedure) and which order provides that (x) such Corporate Rescue Loan is secured by liens on the Debtor's otherwise unencumbered assets pursuant to § 364(c)(2) of the United States Bankruptcy Code; or (y) such Corporate Rescue Loan is secured by liens of equal or senior priority on property of the Debtor's estate that is otherwise subject to a lien pursuant to § 364(d) of the United States Bankruptcy Code; or (z) such Corporate Rescue Loan is secured by junior liens on the Debtor's encumbered assets and such Corporate Rescue Loan is fully secured based upon a current valuation or appraisal report; or (aa) if the Corporate Rescue Loan or any portion thereof is unsecured, the repayment of such Corporate Rescue Loan retains priority over all other administrative expenses pursuant to § 364(c)(1) of the United States Bankruptcy Code; or

(b) is a credit facility or other advance made available to a company or group in a restructuring or insolvency process with main proceedings outside of the United States which (i) constitutes the most senior secured obligations of the entity which is the Obligor thereof and either (ii) ranks pari passu in all respects with the other senior secured debt of the Obligor, provided that such facility is entitled to recover proceeds of enforcement of security shared with the other senior secured indebtedness (e.g. bonds) of the Obligor and its subsidiaries in priority to all such other senior secured indebtedness, or (iii) achieves priority over other senior secured obligations of the Obligor otherwise than through the grant of security, such as pursuant to the operation of applicable insolvency legislation (including as an expense of the restructuring or insolvency process) or other applicable law.

"**Corporate Services Agreement**" means the corporate services agreement dated 30 June 2015.

"**Corporate Services Provider**" means TMF Administration Services Limited.

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

"**Counterparty Downgrade Collateral Account**" means one or more accounts of the Issuer with the Custodian into which all Counterparty Downgrade Collateral received from a Hedge Counterparty is to be deposited. A separate Counterparty Downgrade Collateral Account shall be opened in respect of each Hedge Counterparty.

"**Counterparty Downgrade Collateral Account Surplus**" has the meaning given thereto in Condition 3(j)(v)(2)(c) (*Counterparty Downgrade Collateral Accounts*).

"**Covenants**" means the Incurrence Covenants and the Maintenance Covenants.

"**Coverage Test**" means each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test, the Class E Interest Coverage Test and the Class F Par Value Test.

"**Cov-Lite Loan**" means a Collateral Debt Obligation, as determined by the Investment Manager in its reasonable commercial judgement, that is an interest in a loan, the Underlying

Instruments for which do not (i) contain any financial covenants or (ii) require the borrower 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), a loan described in (i) or (ii) above which either contains a cross-default with or a cross-acceleration provision to, or is *pari passu* with, another loan of the underlying obligor that requires the underlying obligor to comply with a Maintenance Covenant will be deemed not to be a Cov-Lite Loan (for the avoidance of doubt, for the purposes of this proviso, compliance with a Maintenance Covenant may be required only while such other loan is funded above a certain threshold).

"**CRA3**" means Regulation EC 1060/2009 on credit rating agencies as may be amended, supplemented or replaced including any implementing and/or delegated regulation, technical standards and guidance related thereto.

"**Credit Impaired Obligation**" means any Collateral Debt Obligation that, in the Investment Manager's reasonable commercial judgement, has a significant risk of declining in credit quality or price or satisfies the Credit Impaired Obligation Criteria; provided that at any time during a Restricted Trading Period or following the expiry of the Reinvestment Period, a Collateral Debt Obligation will qualify as a Credit Impaired Obligation for purposes of sales of Collateral Debt Obligations only if: (i) the Credit Impaired Obligation Criteria are satisfied with respect to such Collateral Debt Obligation; or (ii) the Controlling Class acting by Ordinary Resolution votes to treat such Collateral Debt Obligation as a Credit Impaired Obligation.

"**Credit Impaired Obligation Criteria**" means the criteria that will be met in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Investment Manager in its commercially reasonable judgement:

(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 Secured Senior Loans or Secured Senior Bonds, either at least 0.25 per cent. more negative or at least 0.25 per cent. less positive and (ii) in the case of Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations or High Yield Bonds, either at least 0.5 per cent. more negative or at least 0.5 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 Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.0 per cent. more negative or at least 1.0 per cent. less positive, as the case may be, than the percentage change in the Eligible Bond Index over the same period, as determined by the Investment Manager;

(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 Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by (1) 0.25 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such increase) less than or equal to 2.0 per cent.), (2) 0.375 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such increase) greater than 2.0 per cent. but less than

or equal to 4.0 per cent.) or (3) 0.5 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 Investment Manager) of the Obligor of such Collateral Debt Obligation of less than 1.0 or that is expected to be less than 0.85 times the current year's projected cash flow interest coverage ratio; or

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

"**Credit Improved Obligation**" means any Collateral Debt Obligation which, in the Investment Manager's reasonable commercial judgement (*provided* that in forming such judgement, a reduction in credit spread or an increase in market value of a Collateral Debt Obligation may only be utilised as corroboration of other bases for such judgement), has significantly improved in credit quality after it was acquired by the Issuer or satisfies the Credit Improved Obligation Criteria; *provided* that during a Restricted Trading Period or following the expiry of the Reinvestment Period, a Collateral Debt Obligation will qualify as a Credit Improved Obligation only if: (i) the Credit Improved Obligation Criteria are satisfied with respect to such Collateral Debt Obligation; or (ii) the Controlling Class acting by Ordinary Resolution votes to treat such Collateral Debt Obligation as a Credit Improved Obligation.

"**Credit Improved Obligation Criteria**" means the criteria that will be met in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Investment Manager in its commercially reasonable judgement:

(a) the Sale Proceeds (excluding Sale Proceeds that constitute Interest Proceeds) of such Collateral Debt Obligation would be at least 101.0 per cent. of the purchase price paid by the Issuer at the time of its acquisition;

(b) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the price of such Collateral Debt Obligation has changed during the period from the date on which the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation to the proposed sale date by a percentage either at least 0.25 per cent. more positive, or 0.25 per cent. less negative, as the case may be, than the percentage change in the average price of the applicable Eligible Loan Index over the same period;

(c) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.0 per cent. more positive or at least 1.0 per cent. less negative than the percentage change in the Eligible Bond Index over the same period, as determined by the Investment Manager;

(d) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been decreased in accordance with the underlying Collateral Debt Obligation since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by (1) 0.3 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such decrease) less than or equal to 2.0 per cent.), (2) 0.375 per cent. or more (in the case of such a Collateral Debt Obligation with a spread (prior to such decrease) greater than 2.0 per cent. but less than or equal to 4.0 per cent.) or (3) 0.5 per cent. or more (in the case of such a Collateral

Debt Obligation with a spread (prior to such decrease) greater than 4.0 per cent.) due, in each case, to an improvement in the Obligor's financial ratios or financial results;

(e) it has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Investment Manager) of the Obligor of such Collateral Debt Obligation that is expected to be more than 1.15 times the current year's projected cash flow interest coverage ratio; or

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

"**CRR**" means Regulation (EU) No. 575/2013 as may be effective from time to time together with any amendments or any successor or replacement provisions included in any European Union directive or regulation.

"**CRR Retention Requirements**" means Article 404 together with the Final Technical Standards and any other guidelines, implementing or delegated regulations and technical standards published in relation thereto by the European Supervisory Authorities (jointly or individually) or the European Commission as may be effective from time to time, provided that any reference to Article 404 or to the CRR Retention Requirements shall be deemed to include any successor or replacement provisions included in any European Union directive or regulation.

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

"**CRS Compliance**" means compliance with the CRS.

"**CRS Compliance Costs**" means the aggregate cumulative costs of the Issuer in achieving CRS Compliance, including the fees and expenses of the Investment Manager and any other agent or appointee appointed by or on behalf of the Issuer in respect of the Issuer's CRS Compliance.

"**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 that:

(a) in respect of which the Investment Manager believes, in its reasonable business judgement, 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 bankruptcy or insolvency proceedings, a bankruptcy court has authorised the payment of interest and principal payments when due thereunder;

(c) the Collateral Debt Obligation has a Market Value of at least 80 per cent. of its current Principal Balance; and

(d) if any Rated Notes are then rated by Moody's:

(i) the Collateral Debt Obligation has a Moody's Rating of at least "Caa1" and a Market Value of at least 80 per cent. of its Principal Balance; or

(ii) the Collateral Debt Obligation has a Moody's Rating of "Caa2" and its Market Value is at least 85 per cent. of its Principal Balance.

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

"**DAC II**" means Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation.

"**Defaulted Deferring Mezzanine Obligation**" means a Mezzanine Obligation which by its contractual terms provides for the deferral of interest and is a Defaulted Obligation.

"**Defaulted Hedge Termination Payment**" means any amount payable by the Issuer to a Hedge Counterparty upon termination of any Hedge Transaction including any due and unpaid scheduled amounts thereunder in respect of which the Hedge Counterparty was either:

(a) the "Defaulting Party" (as 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:

(i) any termination event, howsoever described, resulting from a rating downgrade of the Hedge Counterparty and/or its failure or inability to take any specified action in relation to such rating downgrade within any specified period within the applicable Hedge Agreement; or

(ii) in respect of a termination event that is a "Tax Event Upon Merger" (as defined in the applicable Hedge Agreement).

"**Defaulted Mezzanine Excess Amounts**" means the lesser of:

(a) the greater of (i) zero and (ii) the aggregate of all amounts paid into the Principal Account in respect of each Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation, *minus* the sum of the principal amount of such Mezzanine Obligation outstanding immediately prior to receipt of such amounts *plus* any Purchased Accrued Interest relating thereto; and

(b) all deferred interest paid in respect of each such Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation *minus* any Purchased Accrued Interest relating thereto.

"**Defaulted Obligation**" means a Collateral Debt Obligation as determined by the Investment Manager:

(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 provided that in the case of any Collateral Debt Obligation in respect of which the Investment Manager has confirmed to the Trustee in writing that, to the knowledge of the Investment Manager, such default has resulted from non-credit related causes, such Collateral Debt Obligation shall not constitute a "Defaulted Obligation" for the lesser of five Business Days, seven calendar days or any grace period applicable thereto, in each case which default entitles the holders thereof, with notice or passage of time or both, to accelerate the maturity of all or a portion of the principal amount of such obligation, but only until such default has been cured;

(b) in respect of which any bankruptcy, insolvency or receivership proceeding has been initiated in connection with the Obligor of such Collateral Debt Obligation;

(c) in respect of which the Investment Manager knows the Obligor thereunder is in default as to payment of principal and/or interest on another obligation, save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, (and such default has not been cured), but only if both such other obligation and the Collateral Debt Obligation are full recourse, unsecured obligations, the other obligation is senior to, or pari passu with, the Collateral Debt Obligation in right of payment and the holders of such obligation have accelerated the maturity of all or a portion of such obligation;

(d) which (i) has an S&P Rating of "SD", "D", "CC" or below; or (ii) has a Moody's Rating of "Ca" or "C" or below or, in either case, had such S&P Rating or Moody's Rating or below immediately prior to its withdrawal by S&P or Moody's (as applicable);

(e) which the Investment Manager, acting on behalf of the Issuer, determines in its reasonable business judgement should be treated as a Defaulted Obligation;

(f) which would be treated as a Current Pay Obligation except that such Collateral Debt Obligation would result in the Aggregate Principal Balance of all Collateral Debt Obligations which constitute Current Pay Obligations exceeding 2.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value);

(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 business judgement of the Investment Manager, such offer has the apparent purpose of helping the Obligor avoid default; provided, however, such obligation will cease to be a Defaulted Obligation under this paragraph if such new obligation is (i) a Restructured Obligation; and (ii) such Restructured Obligation does not otherwise constitute a Defaulted Obligation pursuant to any other paragraph of the definition hereof; or

(h) which is a Participation:

(i) with respect to which the Selling Institution has defaulted in any respect in the performance of any of its payment obligations under the Participation; or

(ii) in an obligation that would, if such obligation were a Collateral Debt Obligation, constitute a "Defaulted Obligation" or with respect to which the Selling Institution has (A) an S&P Rating of "SD", "D", "CC" or below or had such S&P Rating immediately prior to its withdrawal by S&P or (B) a Moody's Rating of "Ca" or "C" or below or had such Moody's Rating immediately prior to its withdrawal by Moody's,

provided that (i) a Collateral Debt Obligation which is a Corporate Rescue Loan shall constitute a Defaulted Obligation if such Corporate Rescue Loan satisfies this definition of "Defaulted Obligation" other than paragraphs (b) and (g) hereof, (ii) save in the case of (f) above, a Collateral Debt Obligation which is a Current Pay Obligation shall not constitute a Defaulted Obligation, and (iii) any Collateral Debt Obligation shall cease to be a Defaulted Obligation on the date such obligation no longer satisfies this definition of "Defaulted Obligation".

"**Defaulted Obligation Excess Amounts**" means in respect of a Defaulted Obligation, the greater of (i) zero and (ii) the aggregate of all amounts paid into the Principal Account in respect of such Defaulted Obligation for so long as it is a Defaulted Obligation, *minus* the sum of (a) the Principal Balance of such Defaulted Obligation outstanding immediately prior to receipt of such amounts and (b) any Purchased Accrued Interest in respect of such Defaulted Obligation.

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

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

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

"**Deferring Security**" means a PIK Obligation that is deferring the payment of the current cash interest due thereon and has been so deferring the payment of such interest due thereon: (i) with

respect to Collateral Debt Obligations that have a Moody's Rating of at least "Baa3", 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, which deferred capitalised interest has not, as of the date of determination, been paid in cash.

"**Definitive Certificate**" means a certificate representing one or more Notes in definitive, fully registered, form.

"**Delayed Drawdown Collateral Debt Obligation**" means a Collateral Debt Obligation that: (a) requires the Issuer to make one or more future advances to the borrower under the Underlying Instruments relating thereto; (b) specifies a maximum amount that can be borrowed; and (c) does not permit the re-borrowing of any amount previously repaid; but any such Collateral Debt Obligation will be a Delayed Drawdown Collateral Debt Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

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

"**Determination Date**" means the last day of each Due Period.

"**Directors**" means such person(s) who may be appointed as director(s) of the Issuer from time to time.

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

(a) in the case of any Floating Rate Collateral Debt Obligations, is acquired by the Issuer for a purchase price of less than 80 per cent. of the Principal Balance of such Collateral Debt Obligation (or, if such interest has a Moody's Rating below "B3", such interest is acquired by the Issuer for a purchase price of less than 85 per cent. of its Principal Balance); provided that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value of such Collateral Debt Obligation, as determined for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation equals or exceeds 90 per cent. of the Principal Balance of such Collateral Debt Obligation; or

(b) in the case of any Fixed Rate Collateral Debt Obligation, is acquired by the Issuer for a purchase price of less than 75 per cent. of the Principal Balance of such Collateral Debt Obligation (or, if such interest has a Moody's Rating below "B3", such interest is acquired by the Issuer for a purchase price of less than 80 per cent. of its Principal Balance); provided that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value of such Collateral Debt Obligation, as determined for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 85 per cent. of the Principal Balance of such Collateral Debt Obligation,

provided that where the Principal Balance of a Collateral Debt Obligation is partially composed of a Discount Obligation, any sale, repayment or prepayment in respect of such Collateral Debt Obligation will be applied *pro rata* to (1) the discounted portion of such Collateral Debt Obligation and (2) the non-discounted portion of such Collateral Debt Obligation.

"**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 Dodd-Frank Wall Street Reform and Consumer Protection Act including any related regulation as may be amended, supplemented or replaced from time to time.

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

(a) except as provided in clause (b) below, its country of organisation or incorporation; or

(b) the jurisdiction and the country in which, in the Investment Manager's reasonable judgement, a substantial portion of such Obligor's operations are located or from which the main portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country known at the time of designation by the Investment Manager to be the source of the majority of revenues, if any, of such Obligor).

"**DTC**" means The Depository Trust Company, or any successor thereto or replacement thereof.

"**Due Period**" means, (i) with respect to the first Payment Date, the period commencing on the Issue Date and ending at the close of business on the last Business Day of the month prior to the first Payment Date; and (ii) with respect to any other Payment Date, the period commencing on the day immediately following the prior Due Period and ending (a) in the case of the final Due Period preceding the latest Maturity Date of any Class of Notes, on the day preceding such Maturity Date, (b) in the case of the final Due Period preceding an optional redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) or an Unscheduled Payment Date, on the day preceding such Payment Date and (c) in any other case, at the close of business on the last Business Day of the month prior to such Payment Date.

"**EBA**" means the European Banking Authority (including any successor or replacement organisation thereto).

"**EIOPA**" means the European Insurance and Occupational Pensions Authority (including any successor or replacement organisation thereto).

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

"**Eligible Asset**" means a financial asset, either fixed or revolving, that by its terms converts into cash within a finite time period plus any rights or other assets designed to assure the servicing or timely distribution of proceeds to security holders.

"**Eligible Bond Index**" means Markit iBoxx EUR High Yield Index or any other index selected by the Investment Manager and notified to S&P and Moody's.

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

(a) direct obligations of, and obligations the timely payment of principal of and interest under which is fully and expressly guaranteed by, a Qualifying Country or any agency or instrumentality of a Qualifying Country, the obligations of which are fully and expressly guaranteed by a Qualifying Country, *provided* that, in each case, such guarantee satisfies the then current S&P guarantee criteria and such obligations meet the 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 ninety days or, following the occurrence of a Frequency Switch Event, one hundred and eighty 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 each have a rating of not less than the applicable Eligible Investment Minimum Rating;

(c) subject to receipt of Rating Agency Confirmation related thereto, unleveraged repurchase obligations with respect to:

(i) any obligation described in paragraph (a) above; or

(ii) any other security issued or guaranteed by an agency or instrumentality of a Qualifying Country, in either case entered into with a depository institution or trust company (acting as principal) described in paragraph (b) above or entered into with a corporation (acting as principal) whose debt obligations are rated not less than the applicable Eligible Investments Minimum Rating at the time of such investment;

(d) securities bearing interest or sold at a discount to the face amount thereof issued by any corporation incorporated under the laws of a Qualifying Country that have a credit rating of not less than the Eligible Investments Minimum Rating at the time of such investment or contractual commitment providing for such investment;

(e) commercial paper or other short-term obligations having, at the time of such investment, a credit rating of not less than the applicable Eligible Investments Minimum Rating and that either are bearing interest or are sold at a discount to the face amount thereof and have a maturity of not more than ninety two days or, following the occurrence of a Frequency Switch Event, one hundred and eighty-three days from their date of issuance;

(f) offshore funds domiciled outside the United States investing in the money markets rated, at all times, "AAAm" by S&P and "Aaa-mf" by Moody's, provided that such fund issues shares, units or participations that may be lawfully acquired in Ireland;

(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 rating not less than the applicable Eligible Investments Minimum Rating; and

(iii) is an Eligible Asset (so long as the Portfolio Acquisition and Disposition 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, either (A) has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) which is the earlier of (x) 365 days and (y) 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 security subject to withholding or similar taxes (other than Taxes imposed under FATCA), any mortgage backed security, interest only security, security rated with an "r", "t", "f" or "(sf)" subscript or any other qualifying subscript assigned

by S&P. Only assets which are "qualifying assets" within the meaning of Section 110 of the Taxes Consolidation Act 1997 as amended of Ireland may constitute Eligible Investments.

"**Eligible Investments Minimum Rating**" means:

(a) for so long as any Notes rated by S&P are Outstanding:

(i) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of more than 60 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 credit rating of "A-1+" from S&P; or

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

(ii) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of 60 days or less:

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

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

(b) for so long 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 "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.

"**Eligible Loan Index**" means the Credit Suisse Western European Leveraged Loan Index or any other publicly-available index selected by the Investment Manager and notified to S&P and Moody's.

"**EMIR**" means the European Market Infrastructure Regulation (Regulation (EU) No. 648 (2012)), including any implementing and/or delegated regulation, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

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

"**ESMA**" means the European Securities and Markets Authority (including any successor or replacement organisation thereto).

"**EU Retention Requirements**" means the CRR Retention Requirements, the AIFMD Retention Requirements and the Solvency II Retention Requirements.

"**Euroclear Security Agreement**" means a Euroclear security agreement dated the Original Issue Date between the Issuer, the Custodian and Law Debenture Trust Company of New York as pledgee and to which, as at the Issue Date, The Bank of New York Mellon, London Branch will accede as successor pledgee to Law Debenture Trust Company of New York.

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

(a) in the case of the initial Accrual Period, pursuant to a straight line interpolation of the rates applicable to 1 and 3 month Euro deposits;

(b) in the case of each six month Accrual Period, as applicable to six month Euro deposits or, in the case of the period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls in April 2030, as applicable to three month Euro deposits; and

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

"**Euro**", "**Euros**", "**euro**" and "**€**" means the lawful currency of the Member States of the European Union that have adopted and retain the single currency in accordance with the Treaty on the Functioning of the European Union, as amended from time to time; provided that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s).

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

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"**European Supervisory Authorities**" means, together, the EBA, ESMA and EIOPA.

"**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) the Principal Balance in each case of such Collateral Debt Obligation.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Exchanged Security**" means any of (a) an equity security which is not a Collateral Enhancement Obligation and which is delivered to the Issuer upon acceptance of an Offer in respect of a Defaulted Obligation or received by the Issuer as a result of restructuring of the terms in effect as of the later of the Issue Date or date of issuance of the relevant Collateral Debt Obligation and (b) a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) for so long as it does not satisfy the Restructured Obligation Criteria on the Restructuring Date.

"**Expense Reserve Account**" means an account in the name of the Issuer so entitled and held by the Account Bank.

"**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:

(a) Sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or

(c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the IRS, the U.S. government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Compliance**" means compliance with FATCA (including, but not limited to, as necessary so that no tax will be imposed or withheld under FATCA in respect of payments to or for the benefit of Issuer).

"**FATCA Compliance Costs**" means the aggregate cumulative costs of the Issuer of achieving FATCA Compliance, including the fees and expenses of the Investment Manager and any other agent or appointee appointed by or on behalf of the Issuer in respect of the Issuer's FATCA Compliance.

"**Final Technical Standards**" means Delegated Regulation (EU) No. 625/2014, supplementing the CRR.

"**First-Lien Last-Out Loan**" means a loan obligation or Participation in a loan obligation that: (a) by its terms becomes subordinate in right of payment to any other obligation of the Obligor of the loan solely upon the occurrence of a default or event of default by the Obligor of the loan and (b) is secured by a valid perfected first priority security interest or lien in, to or on specified collateral securing the Obligor's obligations under the loan. For the avoidance of doubt, a First-Lien Last-Out Loan shall be treated in all cases as if it is a Second Lien Loan.

"**Fixed Rate Collateral Debt Obligation**" means any Collateral Debt Obligation that bears a fixed rate of interest.

"**Fixed Rate Notes**" means the Class B-1 Notes.

"**Floating Rate Collateral Debt Obligation**" means any Collateral Debt Obligation that bears a floating rate of interest.

"**Floating Rate Notes**" means the Class X Notes, the Class A Notes, the Class B-2 Notes, the Class B-3 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

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

"**Foreign Safe Harbor**" means the safe harbor from the U.S. Risk Retention Rules for certain foreign-related securitisation transactions set forth at 17 C.F.R. 246.20.

"**Form-Approved Asset Swap Agreement**" means an Asset Swap Transaction pursuant to an Asset Swap Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the name and economics of the related Collateral Debt Obligation, the notional amount, the effective date, the termination date and other consequential and immaterial changes) to a form previously presented to the Rating Agencies and in respect of which Rating Agency Confirmation has been received, provided that Rating Agency Confirmation shall be deemed to have been so received in respect of any such form that has been reviewed and approved by the Rating Agencies prior to the Issue Date.

"**Form-Approved Interest Rate Hedge Agreement**" means an Interest Rate Hedge Transaction pursuant to an Interest Rate Hedge Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the name and economics of the related Collateral Debt Obligation, the notional amount, the effective date, the

termination date and other consequential and immaterial changes) to a form previously presented to the Rating Agencies and in respect of which Rating Agency Confirmation has been received, provided that Rating Agency Confirmation shall be deemed to have been so received in respect of any such form that has been reviewed and approved by the Rating Agencies prior to the Issue Date.

"**Frequency Switch Event**" shall occur if, on any Frequency Switch Measurement Date:

(a) (i) the Aggregate Principal Balance (determined in accordance with the definition thereof, excluding Defaulted Obligations) of Collateral Debt Obligations that reset so as to become Semi-Annual Obligations in the previous Due Period (or where such Due Period is the first Due Period, in the last three months of such Due Period), is greater than or equal to 20 per cent. of the Aggregate Collateral Balance (the Aggregate Collateral Balance being determined in accordance with the definition thereof, excluding Defaulted Obligations); (ii) for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero); and (iii) for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the relevant Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the relevant Interest Coverage Ratio); or

(b) the Investment Manager declaring in its sole discretion that a Frequency Switch Event shall have occurred (provided that for so long as any of (x) the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the Class A/B Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio) or (y) the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, constitute the Controlling Class, the related Interest Coverage Ratio for such Class is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) above shall be added to the numerator of the relevant Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the relevant 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 Investment Manager to the Rating Agencies, the Calculation Agent, the Issuer, the Principal Paying Agent, the Trustee, the Transfer Agents 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, provided that following the occurrence of a Frequency Switch Event, no further Frequency Switch Measurement Date shall occur.

"**FTT**" means the financial transaction tax as contemplated by the European Commission pursuant to a proposed directive adopted on 14 February 2013.

"**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.

"**Hedge Agreement**" means any Interest Rate Hedge Agreement or any Asset Swap Agreement, as applicable.

"**Hedge Agreement Eligibility Criteria**" means, at the time that the Hedge Agreement is entered into, the following criteria:

(a) the relevant Hedge Transaction is an interest rate swap or cross-currency swap transaction (or both) and is being entered into solely to hedge interest rate risk, timing mismatch or currency risk (or any combination of these) on the applicable Collateral Debt Obligation;

(b) the relevant Hedge Transaction relates to a single Collateral Debt Obligation only although multiple Hedge Transactions with the same counterparty may be entered into under a single master hedge agreement;

(c) the relevant Hedge Transaction does not change the tenor of the applicable Collateral Debt Obligation;

(d) the relevant Hedge Transaction does not leverage exposure to the applicable Collateral Debt Obligation or otherwise inject leverage into the Issuer's exposure;

(e) other than with respect to introducing credit risk exposure to the counterparty on the Hedge Transaction, the relevant Hedge Transaction does not change the Issuer's credit risk exposure to the Obligor on the applicable Collateral Debt Obligation;

(f) the relevant Hedge Transaction is documented pursuant to an ISDA Master Agreement, including pursuant to a confirmation for each Hedge Transaction thereunder;

(g) payment dates under the relevant Hedge Transaction correspond to or occur on or about Payment Dates or the relevant Collateral Debt Obligation payment dates;

(h) the notional amount of the relevant Hedge Transaction will decline in line with the principal amount of the relevant Collateral Debt Obligation;

(i) in the Investment Manager's view, in the context of the transaction as a whole, the relevant Hedge Transaction will not change the Noteholders' investment experience in any material way by virtue thereof;

(j) either (i) the relevant Hedge Transaction must terminate automatically in whole or in part (as applicable) when the subject matter of the Collateral Debt Obligation is sold or matures; or (ii) the Issuer must have the right to terminate the relevant Hedge

Transaction in whole or in part (as applicable) when the applicable Collateral Debt Obligation is sold or matures and at the time the relevant Hedge Transaction is entered into the Investment Manager intends to cause the Issuer to exercise such right; and

(k) for so long as the Issuer relies on Rule 3a-7 under the Investment Company Act, such Hedge Transaction is designed to assure the servicing or timely distribution of proceeds to security holders.

"**Hedge Counterparty**" means any Interest Rate Hedge Counterparty or Asset Swap Counterparty, as applicable.

"**Hedge Replacement Payment**" means any Interest Rate Hedge Replacement Payment or Asset Swap Replacement Payment, as applicable.

"**Hedge Replacement Receipt**" means any Interest Rate Hedge Replacement Receipt or Asset Swap Replacement Receipt, as applicable.

"**Hedge Termination Account**" means the account (or accounts) of the Issuer with the Account Bank into which Hedge Termination Receipts and Hedge Replacement Receipts shall be paid, which account (or accounts) shall be maintained in each relevant currency in relation to the Asset Swap Transactions.

"**Hedge Termination Payment**" means any Interest Rate Hedge Termination Payment or Asset Swap Termination Payment, as applicable.

"**Hedge Termination Receipt**" means any Interest Rate Hedge Termination Receipt or Asset Swap Termination Receipt, as applicable.

"**Hedge Transaction**" means any Interest Rate Hedge Transaction or Asset Swap Transaction, as applicable.

"**High Yield Bond**" means a debt security 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 Investment Manager, excluding any debt security which is secured directly on, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security and which is not a Secured Senior Bond.

"**Holder FATCA Information**" means information requested by or on behalf of the Issuer, an agent or broker through which a holder purchases its Notes, or any nominee or other entity through which a holder holds its Notes (such agent, broker, nominee or other entity, collectively referred to as an "Intermediary") to be provided by the holders or beneficial owners of the Notes to the Issuer or an Intermediary that in the reasonable determination of the Issuer or Intermediary is required to be requested by FATCA.

"**IM Removal Resolution**" means any vote, written direction or consent of the Noteholders in relation to the removal of the Investment Manager in accordance with the Investment Management Agreement.

"**Incentive Investment Management Fee**" means the fee payable to the Investment Manager pursuant to the Investment Management Agreement on each Payment Date on which the Incentive Investment Management Fee IRR Threshold of 12.0 per cent. has been met or surpassed, such Incentive Investment Management Fee being payable (exclusive of any value added tax thereon) from 15 per cent. of any Interest Proceeds, Principal Proceeds and Collateral

Enhancement Obligation Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with paragraph (BB) of the Interest Proceeds Priority of Payments, paragraph (R) of the Principal Proceeds Priority of Payments, paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, paragraph (AA) of the Post-Acceleration Priority of Payments and paragraph (N) of the Interest Redemption Proceeds Priority of Payments.

"**Incentive Investment Management Fee IRR Threshold**" means the threshold which will have been reached on the relevant Payment Date if the Subordinated Notes Outstanding have received an IRR of least 12 per cent. on the Principal Amount Outstanding of the Subordinated Notes as of the first day of the Due Period preceding such Payment Date (after giving effect to all payments in respect of the Subordinated Notes to be made on such Payment Date).

"**Incurrence Covenant**" means a covenant by any Obligor to comply with one or more financial covenants only upon the occurrence of certain actions of the Obligor, including a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"**Ineligible Obligation**" means:

(a) all or any portion of any Defaulted Obligation, Exchanged Security, Collateral Enhancement Obligation or Collateral Debt Obligation which the Issuer expects to receive in connection with a workout, restructuring or exchange that, in the Investment Manager's reasonable discretion, could cause the Issuer to violate the Operating Guidelines or to be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes; or

(b) an obligation whose acquisition was permitted pursuant to paragraph (cc) of the definition of Eligibility Criteria at the time the Issuer committed to acquire the obligation but which no longer satisfies paragraph (cc) of the definition of Eligibility Criteria upon or following the receipt of such obligation; or

(c) any obligation whose acquisition was permitted pursuant to paragraph (v) of the definition of Eligibility Criteria at the time the Issuer committed to acquire the obligation but which no longer satisfies paragraph (v) of the definition of Eligibility Criteria upon or following the receipt of such obligation; or

(d) any other asset of the Issuer that, in the Investment Manager's reasonable discretion, could cause the Issuer to violate the Operating Guidelines or to be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes.

"**Initial Ratings**" means in respect of any Class of Notes and any Rating Agency, the ratings assigned to such Class of Notes by such Rating Agency as at the Issue Date and "**Initial Rating**" means each such rating.

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

"**Interest Amount**" means in respect to a Class of Notes:

(a) in the case of the Floating Rate Notes, the amount calculated by the Calculation Agent in accordance with Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*);

(b) in the case of the Fixed Rate Notes, the amount calculated by the Collateral Administrator in accordance with Condition 6(f) (*Interest on the Fixed Rate Notes*); and

(c) in the case of the Subordinated Notes, the amount calculated by the Collateral Administrator in accordance with Condition 6(g) (*Interest Proceeds in respect of Subordinated Notes*).

"**Interest Coverage Amount**" means, on any particular Measurement Date:

(a) the Balance standing to the credit of the Interest Account; *plus*

(b) the sum of all scheduled interest payments (and 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 syndication fees, delayed compensation and all other fees and commissions due but not yet received in respect of Collateral Debt Obligations and Eligible Investments but only to the extent not representing Principal Proceeds (in each case, regardless of whether the applicable due date has yet occurred) in the Due Period in which such Measurement Date occurs, excluding:

(i) accrued and unpaid interest on Defaulted 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 unless such withholding or deduction can be sheltered by an application being made under the applicable double tax treaty or otherwise and, in respect of any Ineligible Obligation held by a Blocker Subsidiary, (i) any income taxes applicable (or which are anticipated to be applicable) to such Blocker Subsidiary in relation to such holding and (ii) any amounts expected to be withheld at source or otherwise deducted in respect of taxes arising from any distribution relating to such Ineligible Obligation made (or anticipated to be made) by the relevant Blocker Subsidiary to the Issuer (unless such withholding or deduction can be sheltered by an application being made under the applicable double tax treaty or otherwise);

(v) any scheduled interest payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made;

(vi) any Purchased Accrued Interest;

(vii) fees and commissions in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments; and

(viii) work-out or restructuring fees of any Defaulted Obligation or Collateral Debt Obligation and any arranging or underwriting fees which the Investment Manager is entitled to retain,

provided that, in respect of a Non-Euro Obligation (i) that is an Asset Swap Obligation, this paragraph (b) shall be deemed to refer to the related Scheduled Periodic Asset Swap Counterparty Payment, subject to the exclusions set out above and (ii) that is not subject to an Asset Swap Transaction, the amount taken into account for this paragraph (b) shall be an amount equal to the scheduled interest payments due but not yet received in respect of such Collateral Debt Obligation, subject to the exclusions set out above, converted into Euro at the then prevailing Spot Rate; *minus*

(c) the amounts payable pursuant to paragraphs (A) through to (F) of the Interest Proceeds Priority of Payments on the following Payment Date; *minus*

(d) 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; *plus*

(e) any amounts that would be payable from the Interest Smoothing Account, the Expense Reserve Account or the Unused Proceeds Account (to the extent such amounts are not designated for transfer to the Principal Account), to the Interest Account in respect of the Due Period in which such Measurement Date falls (without double counting any such amounts which have been already transferred to the Interest Account); *plus*

(f) any Scheduled Periodic Interest Rate Hedge Counterparty Payments payable to the Issuer in the Due Period in which such Measurement Date occurs under any Hedge Transaction (but only to the extent not already included in accordance with (a) above); *minus*

(g) any interest in respect of a PIK Obligation that has been deferred (but only to the extent such amount has not already been excluded in accordance with (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, the Class E Interest Coverage Ratio and, for purposes of determining whether a Frequency Switch Event has occurred only, the Class F 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**" means the second Business Day prior to the commencement of each Accrual Period.

"**Interest Proceeds**" means all amounts paid or payable into the Interest Account from time to time and, with respect to any Payment Date, means any Interest Proceeds received or receivable by the Issuer during the related Due Period to be disbursed pursuant to the Interest Proceeds Priority of Payments on such Payment Date, together with any other amounts to be disbursed out of the Payment Account as Interest Proceeds on such Payment Date pursuant to Condition 3(i) (*Accounts*).

"**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 Redemption Proceeds Priority of Payments**" means the priority of payments in respect of Interest Proceeds set out in Condition 3(l)(i) (*Application of Interest Proceeds on the Issue Date*).

"**Interest Rate Hedge Agreement**" means a 1992 ISDA Master Agreement (Multicurrency-Cross-Border) or a 2002 ISDA Master Agreement (or such other pro forma Master Agreement as may be published by ISDA from time to time), together with the schedule and confirmations thereto including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof, each as amended or supplemented from time to time, and entered into by the Issuer with an Interest Rate Hedge Counterparty which shall govern one or more Interest Rate Hedge Transactions entered into by the Issuer and such Interest Rate Hedge Counterparty (including any Replacement Interest Rate Hedge Transaction).

"**Interest Rate Hedge Counterparty**" means each financial institution with which the Issuer enters into an Interest Rate Hedge Transaction or any permitted assignee or successor thereto under the terms of the related Interest Rate Hedge Transaction and, in each case, which satisfies, at the time of entry into the relevant Interest Rate Hedge Transaction, the applicable Rating

Requirement (or whose obligations are guaranteed by a guarantor which satisfies the applicable Rating Requirement).

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

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

"**Interest Rate Hedge Termination Payment**" means the amount payable to an Interest Rate Hedge Counterparty by the Issuer upon termination or modification of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement excluding, for purposes other than payment by the Issuer, any due and unpaid Scheduled Periodic Interest Rate Swap Counterparty Payments.

"**Interest Rate Hedge Termination Receipt**" means the amount payable by an Interest Rate Hedge Counterparty to the Issuer upon termination of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement, excluding, for purposes other than payment to the applicable Account to which the Issuer shall credit such amounts, the portion thereof representing any due and unpaid Scheduled Periodic Interest Rate Swap Counterparty Payments.

"**Interest Rate Hedge Transaction**" means each interest rate protection transaction, which may be an interest rate swap transaction, an interest rate cap, an interest rate floor transaction, or an asset specific interest rate swap, in each case, entered into under an Interest Rate Hedge Agreement. The entry into any Interest Rate Hedge Transaction, save for a Form-Approved Interest Rate Hedge Agreement, will be subject to (among other things) Rating Agency Confirmation.

"**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 the amounts are deposited in accordance with Condition 3(j)(xi) (*Interest Smoothing Account*).

"**Interest Smoothing Amount**" means in respect of each Determination Date following (and including) 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

(1) the product of:

(i) 0.25; multiplied by

(ii) the sum of:

(A) EURIBOR (as of the relevant Determination Date); *plus*

(B) the Weighted Average Spread provided that, for the purpose of calculating the Weighted Average Spread, such calculation shall only include Floating Rate Collateral Debt Obligations which are Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period; *multiplied by*

(iii) the Aggregate Principal Balance (excluding Defaulted Obligations) of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period which are Floating Rate Collateral Debt Obligations; and

(2) the product of:

(i) 0.25; multiplied by

(ii) 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 that were Semi-Annual Obligations at all times during the related Due Period; multiplied by

(iii) the Aggregate Principal Balance (excluding Defaulted Obligations) of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period which are Fixed Rate Collateral Debt Obligations,

provided that, in each case, excluding all interest and other amounts received in respect of any Defaulted Obligations save for any Defaulted Obligation Excess Amounts; and (x) such amount may not be less than zero and (y) following redemption in full of the Rated Notes or if the Aggregate Principal Balance of the Semi-Annual Obligations (as at the last day of the Due Period) is less than or equal to 5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be its S&P Collateral Value), such amount shall be deemed to be zero.

"**Intermediary Obligation**" means an interest in relation to a loan which is structured to be acquired indirectly by lenders therein at or prior to primary syndication thereof, including pursuant to a collateralised deposit or guarantee, a sub-participation or other arrangement which has the same commercial effect and in each case, in respect of any obligation of the lender to a "fronting bank" in respect of non-payment by the Obligor, is 100 per cent. collateralised by such lenders.

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

"**Investment Gains**" means in respect of any Collateral Debt Obligation which is repaid, prepaid, redeemed or sold, the excess (if any) of (a) the Scheduled Principal Proceeds, Unscheduled Principal Proceeds or Sale Proceeds (as applicable) received in respect thereof over (b) the greater of (x) the Principal Balance of such Collateral Debt Obligation and (y) the purchase price thereof paid by or on behalf of the Issuer for such Collateral Debt Obligation, in each case net of (i) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof, and (ii) in the case of a sale of such Collateral Debt Obligation, any interest accrued but not paid thereon which has not been capitalised as principal and included in the sale price thereof.

"**Investment Management Fee**" means each of the Senior Investment Management Fee, the Subordinated Investment Management Fee and Incentive Investment Management Fee.

"**Investment Manager Advance**" means any amount which may be advanced during the Reinvestment Period by the Investment Manager to the Issuer pursuant to the Investment Management Agreement on the terms set out therein for the purpose of acquiring or exercising rights under one or more Collateral Enhancement Obligations, provided that no more than four Investment Manager Advances may be made during such period, and no single Investment Manager Advance may be for an amount less than €500,000 and the aggregate of all Investment Manager Advances may not exceed €8,000,000.

"**Irish Excluded Assets**" means the Issuer Irish Account and the Corporate Services Agreement.

"**Irish Stock Exchange**" means The Irish Stock Exchange plc.

"**IRR**" means the compounded annual rate (computed on the basis of a 365-day year and the actual number of days elapsed) derived with the Microsoft Excel XIRR function that, when used to discount all of the payments made (including those payments already made or to be made on the date of determination) by the Issuer to the holders of the Subordinated Notes as distributions in respect of the Subordinated Notes, results in a present value at the Original Issue Date that is equal to the aggregate Principal Amount Outstanding of the Subordinated Notes on the Original Issue Date.

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

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Issue Date**" means 26 May 2017 (or such other date as may shortly follow such date as may be agreed between the Issuer, the Initial Purchaser and the Retention Holder and is notified to the Noteholders in accordance with Condition 16 (*Notices*) and the Irish Stock Exchange).

"**Issue Date Collateral Debt Obligation**" means an obligation for which the Issuer (or the Investment Manager, acting on behalf of the Issuer) has entered into a binding commitment to purchase on or prior to the Issue Date.

"**Issuer Irish Account**" means the account in the name of the Issuer established for the purposes of, *inter alia*, holding the proceeds of the issued share capital of the Issuer and any fees received by the Issuer in connection with the issue of the Refinancing Notes.

"**Issue Proceeds**" means the net proceeds of the issue of the Refinancing Notes after (i) payment of fees and expenses payable on or about the Issue Date and (ii) without duplication, the deposit of amounts into the Expense Reserve Account in accordance with Condition 3(j)(x)(A) (*Expense Reserve Account*).

"**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 to the Issuer as a fee for entering into the transaction.

"**Maintenance Covenant**" means a covenant by any Obligor to comply with one or more financial covenants at least once every six months.

"**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 Abuse Regulation**" means, Regulation (EU) No 596/2014 on market abuse (market abuse regulation) and any delegated or implementing regulation made thereunder.

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

(a) the bid-price of such Collateral Debt Obligation determined by an independent recognised pricing service; or

(b) if such independent recognised pricing service is not available, the mean of the bid-prices (in the case of any High Yield Bond, Secured Senior Bond or PIK Obligation, excluding accrued interest) determined by three independent broker-dealers active in the trading of such Collateral Debt Obligations; or

(c) if three such broker-dealer prices are not available, the lower of the bid-prices (in the case of any High Yield Bond, Secured Senior Bond or PIK Obligation, excluding accrued interest) determined by two such broker-dealers; or

(d) if two such broker-dealer prices are not available, the bid-price (in the case of any High Yield Bond, Secured Senior Bond or PIK Obligation, excluding accrued interest) determined by one independent broker-dealer (unless, in each case, the fair market value thereof determined by the Investment Manager pursuant to (e) hereafter 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) the lower of: (x) the Moody's Recovery Rate of such Collateral Debt Obligation and (y) the S&P Recovery Rate of such Collateral Debt Obligation; and

(ii) the fair market value thereof determined by the Investment Manager on a best efforts basis (x) in a manner consistent with reasonable and customary market practice, (y) in a manner consistent with any determination the Investment Manager applies with respect to any other similar obligation managed by the Investment Manager, and (z) using the same fair market value as is assigned by the Investment Manager to such Collateral Debt Obligation for all other purposes, in each case, as notified to the Collateral Administrator on the date of determination thereof, provided however that, if the Investment Manager is not subject to Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 or such superseding or other comparable regulation or is not a registered investment adviser under the Advisers Act, the Market Value of any asset may not be determined in accordance with this paragraph (e)(ii) for more than 30 days, after which time if the Market Value cannot be ascertained by a third party the Market Value shall be deemed to be zero,

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 Investment Manager.

"**Maturity Date**" means 15 July 2030 or if such day 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).

"**Measurement Date**" means:

(a) for the purposes of determining satisfaction of the Reinvestment Criteria, any Business Day on which such criteria are required to be determined, which determination shall be made, firstly, by reference immediately prior to receipt of any Principal Proceeds which are to be reinvested without taking into account and, secondly, taking into account on a projected basis, the proposed sale of Collateral Debt Obligations and reinvestment of the Sale Proceeds thereof in Substitute Collateral Debt Obligations;

(b) for the purposes of determining compliance with the EU Retention Requirements or in determining whether a Retention Deficiency has occurred, any Business Day;

(c) the date of acquisition of any additional Collateral Debt Obligation;

(d) each Determination Date;

(e) the date as at which any Report is prepared; and

(f) 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.

"**Mezzanine Obligation**" means a mezzanine loan obligation or other comparable debt obligation, including any such loan obligation with attached warrants and any such obligation

which is evidenced by an issue of notes (other than High Yield Bonds), as determined by the Investment Manager in its reasonable business judgement, or a Participation therein.

"**Minimum Denomination**" means:

(a) in the case of the Regulation S Notes of each Class, €100,000; and

(b) in the case of the Rule 144A Notes of each Class, €250,000.

"**Minimum Weighted Average Spread Test**" has the meaning set out in the Investment Management Agreement.

"**Monthly Report**" means any monthly report defined as such in the Investment Management Agreement which is prepared by the Collateral Administrator (in consultation with the Investment Manager) on behalf of the Issuer on such dates as are set forth in the Investment Management Agreement, and is made available by means of a dedicated website to the Issuer, the Trustee, the Investment Manager, the Hedge Counterparties, the Initial Purchaser and the Rating Agencies and, upon request therefor in accordance with Condition 4(e) (*Information Regarding the Collateral*), to any Noteholder and which shall include information regarding the status of certain of the Collateral pursuant to the Investment Management Agreement.

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

"**Moody's Collateral Value**" means:

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

(i) its prevailing Market Value; and

(ii) the relevant Moody's Recovery Rate,

multiplied by its Principal Balance; or

(b) in the case of any other applicable Collateral Debt Obligation the relevant Moody's Recovery Rate multiplied by its Principal Balance.

"**Moody's Maximum Weighted Average Rating Factor Test**" has the meaning given to it in the Investment Management Agreement.

"**Moody's Minimum Diversity Test**" has the meaning given to it in the Investment Management Agreement.

"**Moody's Minimum Weighted Average Recovery Rate Test**" has the meaning given to it in the Investment Management Agreement.

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

"**Moody's Recovery Rate**" means, in respect of each Collateral Debt Obligation, the recovery rate determined in accordance with the Investment Management Agreement or as so advised by Moody's.

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

"**Non-Call Period**" means the period from and including the Issue Date up to, but excluding, 15 July 2019 or, if such day is not a Business Day, on the next following day that is a Business Day (unless it would fall in the following month in which case such date shall be brought forward to the immediately preceding Business Day).

"**Non-Eligible Issue Date Collateral Debt Obligation**" means an Issue Date Collateral Debt Obligation which does not comply with the Eligibility Criteria on the Issue Date.

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

"**Noteholders**" means the several persons in whose name the Notes are registered from time to time in accordance with and subject to their terms and the terms of the Trust Deed, and "**holder**" (in respect of the Notes) shall be construed accordingly.

"**Note Payment Sequence**" means the application of Interest Proceeds or Principal Proceeds, as applicable, in accordance with the relevant Priority of Payments in the following order:

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

(b) *secondly*, to the redemption of the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes (on a *pro rata* and *pari passu* basis) at the applicable Redemption Price in whole or in part until the Class B Notes have been fully redeemed;

(c) *thirdly*, to the redemption of the Class C-1 Notes and the Class C-2 Notes including any Deferred Interest thereon (on a *pro rata* and *pari passu* basis) at the applicable Redemption Price in whole or in part until the Class C Notes have been fully redeemed;

(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 or as soon as the relevant Coverage Test has been remedied, if earlier.

"**Note Tax Event**" means, at any time:

(a) the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final) which results in (or would on the next Payment Date result in) any payment of principal or interest on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and/or the Subordinated Notes becoming properly subject to any withholding tax other than:

(i) a payment in respect of Deferred Interest becoming properly subject to any withholding tax;

(ii) withholding tax in respect of FATCA; and

(iii) by reason of the failure by the relevant Noteholder or beneficial owner 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;

(b) United Kingdom or U.S. federal, state or local tax authorities impose net income, profits or similar tax upon the Issuer in an amount in excess of £1,000 per annum; or

(c) the Issuer is liable to pay net income, profits or similar tax in Ireland (other than Irish corporate income tax in relation to the Issuer Profit Amount) in an amount in excess of £1,000 per annum.

"**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 Investment Manager on behalf of the Issuer).

"**Offer**" means, with respect to any Collateral Debt Obligation, (a) any offer by the Obligor under such obligation or by any other Person made to all of the creditors of such Obligor in relation to such obligation to purchase or otherwise acquire such obligation (other than pursuant to any redemption in accordance with the terms of the related Underlying Instruments) or to convert or exchange such obligation into or for cash, securities or any other type of consideration or (b) any solicitation by the Obligor of such obligation or any other Person to amend, modify or waive any provision of such obligation or any related Underlying Instrument.

"**Ongoing Expense Excess Amount**" means on any Payment Date, an amount equal to the excess, if any, of (i) the Senior Expenses Cap, over (ii) the sum of (without duplication) (x) all amounts paid pursuant to paragraphs (B) and (C) of Condition 3(c)(i) (*Application of Interest Proceeds*) on such Payment Date *plus* (y) all Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period.

"**Ongoing Expense Reserve Amount**" means, an amount equal to the lesser of (i) the Ongoing Expense Reserve Ceiling and (ii) the Ongoing Expense Excess Amount.

"**Ongoing Expense Reserve Ceiling**" means, on any Payment Date, the excess, if any, of €250,000 (or €500,000 following the occurrence of a Frequency Switch Event) over the amount then on deposit in the Expense Reserve Account without giving effect to any deposit thereto on such Payment Date pursuant to paragraph (D) of Condition 3(c)(i) (*Application of Interest Proceeds*).

"**Operating Guidelines**" means the Operating Guidelines attached to the Investment Management Agreement.

"**Opt Out Condition**" means a condition that will be satisfied on any date as of which the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that an election not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act would not result in the Issuer being considered to be a "covered fund" for purposes of the Volcker Rule because (i) all of the assets held by the Issuer are permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule or (ii) the Issuer is able to rely on an exemption or exclusion from registration under the Investment Company Act other than Section 3(c)(1) or 3(c)(7) thereunder.

"**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.

"**Original Subscription Agreement**" means the subscription agreement between the Issuer and the Initial Purchaser dated on or about the Original Issue Date.

"**Other Plan Law**" means any federal, state, local or non-U.S. law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

"**Outstanding**" means in relation to the Notes of a Class as of any date of determination, all of the Notes of such Class issued, as further defined in the Trust Deed.

"**Par Value Ratio**" means the Class A/B Par Value Ratio, the Class C Par Value Ratio, the Class D Par Value Ratio, the Class E Par Value Ratio and 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) (*Optional Redemption*) 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 (x) to the lesser of (a) the amount of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed and (b) the amount the Investment Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed on the next subsequent Payment Date (or in the case of a Partial Redemption Date that is occurring on a Payment Date, on such date) if such Notes had not been refinanced or redeemed *plus* (y) if the Partial Redemption Date is not otherwise a Payment Date, an amount equal to the amount the Investment Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of Trustee Fees and Expenses and Administrative Expenses on the next Payment Date.

"**Partial Redemption Priority of Payments**" means the priority of payments in respect of Refinancing Proceeds and Partial Redemption Interest Proceeds set out in Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

"**Participation**" means an undivided 100 per cent. interest in a Collateral Debt Obligation taken indirectly by the Issuer by way of sub-participation from a Selling Institution which shall include, for the purposes of the Bivariate Risk Table set forth in the Investment Management Agreement, Intermediary Obligations.

"**Participation Agreement**" means an agreement between the Issuer and a Selling Institution in relation to the purchase by the Issuer of a Participation.

"**Paying Agent**" means each of the Principal Paying Agent and any additional or further paying agent appointed under the Agency Agreement.

"**Payment Account**" means the account described as such in the name of the Issuer held with the Account Bank to which amounts shall be transferred by the Account Bank and/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 Payments shall be paid.

"**Payment Date**" means:

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

Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either April or October); and

(b) at all other times, the Quarterly Payment Dates,

in each case, in each year commencing on 17 July 2017, up to and including the Maturity Date (each a "**Scheduled Payment Date**"), any Redemption Date in connection with a redemption of each Class of Rated Notes in whole and each Unscheduled Payment Date, provided that if any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day that is a Business Day (unless it would thereby fall in the following month, in which case it shall be brought forward to the immediately preceding Business Day).

"**Payment Date Report**" means the report defined as such in the Investment Management Agreement which is prepared by the Collateral Administrator (in consultation with the Investment Manager) on behalf of the Issuer and made available by means of a dedicated website to the Issuer, the Trustee, the Investment Manager, the Hedge Counterparties, any holder of a beneficial interest in any Note (upon written request of such holder in accordance with Condition 4(e) (*Information Regarding the Collateral*)) and each Rating Agency not later than the Business Day preceding the related Payment Date.

"**Person**" means an individual, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

"**PIK Obligation**" means any Collateral Debt Obligation which is a debt obligation or 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 Obligations.

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

"**Portfolio Acquisition and Disposition Requirements**" means:

(a) a Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment, if being acquired by the Issuer, is an Eligible Asset;

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

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

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

provided that, on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by

written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references to such requirements in the Investment Management Agreement and other Transaction Documents shall no longer be in effect.

"**Portfolio Profile Tests**" means the Portfolio Profile Tests each as defined in the Investment Management Agreement.

"**Post-Acceleration Priority of Payments**" means the priority of payments set out in Condition 11 (*Enforcement*).

"**Presentation Date**" means a day which (subject to Condition 12 (*Prescription*)):

(a) is a Business Day;

(b) is or falls after the relevant due date or, if the due date is not or was not a Business Day in the place of presentation, is or falls after the next following Business Day which is a Business Day in the place of presentation; and

(c) is a Business Day in which the account specified by the payee is open.

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

"**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 the right to give directions or instructions 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*).

"**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 Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation), provided however that:

(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) save in the case of paragraph (f) below, 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 an Asset Swap Obligation, the Euro notional amount of the Asset Swap Transaction entered into in respect thereof; or

(ii) in the case of a Non-Euro Obligation that is not subject to an Asset Swap Transaction, shall be an amount equal to the Euro equivalent of the outstanding

principal amount of such Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate; and

(d) the Principal Balance of any cash shall, where denominated in a currency other than Euro, be the amount of such cash converted into Euro at the Applicable Exchange Rate;

(e) if in respect of any Corporate Rescue Loan either (A) (x) no Moody's Rating is available or (y) no credit estimate assigned to it by Moody's, in each case, within 90 days following the Issuer entering into a binding commitment to acquire such Corporate Rescue Loan, then the Principal Balance of such Corporate Rescue Loan shall be the lower of its Market Value and its Moody's Collateral Value unless and until a Moody's Rating or credit estimate is available or assigned by Moody's or (B) (x) no S&P Rating is available or (y) no credit estimate assigned to it by S&P, in each case, within 90 days following the Issuer entering into a binding commitment to acquire such Corporate Rescue Loan, then the Principal Balance of such Corporate Rescue Loan shall be zero unless and until an S&P Rating or credit estimate is available or assigned by S&P, *provided* that if both paragraphs (A) and (B) apply then the Principal Balance of such Corporate Rescue Loan shall be zero, *provided further* that 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 Corporate Rescue Loan shall be the outstanding principal amount thereof (including any accrued interest which is paid for on the date of acquisition thereof);

(f) 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 Investment Manager 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 *provided* that 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 such Collateral Debt Obligation shall be the outstanding principal amount thereof (including any accrued interest which is paid for on the date of acquisition thereof);

(g) the Principal Balance of any Zero Coupon Obligation shall be the accreted value of such Zero Coupon Obligation; and

(h) 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 Exchanged Security, any Collateral Enhancement Obligation or any other obligation which does not constitute a Collateral Debt Obligation (other than any Collateral Enhancement Obligation) shall be:

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

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

(iii) in the case of any other equity securities, the nominal value thereof as reasonably determined by the Investment Manager.

"**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 Payments**" means:

(a) save for (i) in connection with any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*), (ii) in connection with a redemption in whole pursuant to Condition 7(f) (*Redemption Following Note Tax Event*) or (iii) following the acceleration of the Notes which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), in the case of Interest Proceeds, the Interest Proceeds Priority of Payments and in the case of Principal Proceeds, the Principal Proceeds Priority of Payments;

(b) in the event of any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) (other than in the case of the Issue Date), or following the acceleration of the Notes which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), the Post-Acceleration Priority of Payments;

(c) in the case of Collateral Enhancement Obligation Proceeds, the Collateral Enhancement Obligation Proceeds Priority of Payments set out in Condition 3(c)(iii) (*Application of Collateral Enhancement Obligation Proceeds*);

(d) in connection with any optional redemption of the Notes in part but not in whole pursuant to Condition 7(b) (*Optional Redemption*) and the Refinancing Proceeds and Partial Redemption Interest Proceeds in relation thereto, the Partial Redemption Priority of Payments; and

(e) on the Issue Date, in the case of Issue Proceeds, the Redemption Proceeds Priority of Payments and in the case of Interest Proceeds, the Interest Redemption Proceeds Priority of Payments.

"**Purchased Accrued Interest**" means, with respect to any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of the acquisition thereof with Principal Proceeds and/or amounts paid out of the Unused Proceeds Account.

"**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.

"**QP**" mean a Person who is a qualified purchaser as defined in Section 2(a)(51)(A) of the Investment Company Act.

"**Qualifying Country**" means each of:

(a) Australia, Austria, Belgium, Canada, the Channel Islands, Croatia, Czech Republic, Denmark, Finland, France, Germany, Iceland, the Republic of Ireland, the Isle of Man, Italy, Japan, Liechtenstein, Luxembourg, the Netherlands, New Zealand, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom and the United States; and

(b) any country having a foreign currency issuer credit rating, at the time of acquisition of the relevant Collateral Debt Obligation, of at least "BBB-" by S&P and a local currency country risk ceiling at the time of acquisition of the relevant Collateral Debt Obligation of at least "A3" by Moody's (provided that Rating Agency Confirmation is received in respect of any such country which is not in the Euro zone).

"**Qualifying Currency**" means Sterling, U.S. Dollars, Norwegian Krone, Danish Krone, Swedish Krona, Swiss Francs, Australian Dollars, Canadian Dollars and Japanese Yen, or such other currency in respect of which Rating Agency Confirmation is received in respect of Moody's.

"**Quarterly Payment Dates**" means 15 January, 15 April, 15 July and 15 October, in each case, in each year commencing 17 July 2017, up to and including the Maturity 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).

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

"**Rating Agencies**" means Moody's and S&P, provided that if at any time Moody's and/or S&P ceases to provide rating services, "**Rating Agencies**" shall mean any other nationally recognised investment rating agency or rating agencies (as applicable) selected by the Issuer (a "**Replacement Rating Agency**") and "**Rating Agency**" means any such rating agency. If 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 Investment Management Agreement shall be deemed instead to be references to the equivalent categories of the relevant Replacement Rating Agency as of the most recent date on which such other rating agency published ratings for the type of security in respect of which such Replacement Rating Agency is used and all references herein to "Rating Agencies" shall be construed accordingly. Any rating agency shall cease to be a Rating Agency if, at any time, it ceases to assign a rating in respect of any Class of Rated Notes.

"**Rating Agency Confirmation**" means, with respect to any specified action, determination or appointment, receipt by the Issuer and/or the Trustee of written confirmation (which may take the form of a bulletin, press release, email or other written communication) by each Rating Agency which has, as at the relevant date assigned ratings to any Class of the Rated Notes that are Outstanding (or, if applicable, the Rating Agency specified in respect of any such action or determination, provided that such Rating Agency has, as at the relevant date assigned ratings to any Class of the Rated Notes) that such specified action, determination or appointment will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency. Notwithstanding anything to the contrary in any Transaction Document and these Conditions, no Rating Agency Confirmation shall be required from a Rating Agency in respect of any action or determination if such Rating Agency has declined a request from the Trustee, the Investment Manager or the Issuer to review the effect of such action, determination or appointment or if such Rating Agency announces or confirms to the Trustee, the Investment

Manager or the Issuer that Rating Agency Confirmation from such Rating Agency is not required, or that its practice is to not give such confirmations for such type of action, determination or appointment or such Rating Agency has ceased to engage in the business of providing ratings or has made a public statement to the effect that it will no longer review events or circumstances of the type requiring Rating Agency Confirmation under any Transaction Documents or these Conditions for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of obligations rated by such Rating Agency.

"**Rating Requirement**" means:

(a) in the case of the Account Bank and the Custodian (including any sub-custodian appointed thereby):

(i) a short-term senior unsecured deposit rating of "P-1" by Moody's and a long-term senior unsecured issuer credit rating of at least "A2" by Moody's; and

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

(b) in the case of the Principal Paying Agent, a short-term senior unsecured deposit rating of "P-3" by Moody's and a long-term senior unsecured issuer credit rating of at least "Baa3" by Moody's;

(c) in the case of any Hedge Counterparty, the ratings requirement(s) as set out in the relevant Hedge Agreement;

(d) in the case of a Selling Institution with regards to a Participation only, a counterparty which satisfies the ratings set out in the Bivariate Risk Table set forth in the Investment Management Agreement; and

(e) in each case, 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.

"**Receiver**" has the meaning given thereto in Condition 10(a)(vi) (*Insolvency Proceedings*).

"**Record Date**" means the fifteenth day before the relevant due date for payment of principal and interest in respect of such Note.

"**Redemption Date**" means each date specified for a redemption of the Notes of a Class pursuant to Condition 7 (*Redemption and Purchase*) or, if such day is not a Business Day, the next following Business Day or the date on which the Notes of such Class are accelerated pursuant to Condition 10 (*Events of Default*).

"**Redemption Determination Date**" has the meaning given thereto in Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*).

"**Redemption Notice**" means a redemption notice in the form available from any of the Transfer Agents which has been duly completed by a Noteholder and which specifies, amongst other things, the applicable Redemption Date.

"**Redemption Price**" means, when used with respect to:

(a) any Subordinated Note, such Subordinated Note's pro rata share (calculated in accordance with paragraph (BB) of Condition 3(c)(i) (*Application of Interest Proceeds*), paragraph (R) of Condition 3(c)(ii) (*Application of Principal Proceeds*), paragraphs (A) and (B) of Condition 3(c)(iii) (*Application of Collateral Enhancement Obligation Proceeds*) and paragraph (AA) of the Post-Acceleration Priority of Payments) of the aggregate proceeds of liquidation of the Collateral, or realisation of the security thereover

in such circumstances, remaining following application thereof in accordance with the Priorities of Payments; and

(b) any Class X Note, Class A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, 100 per cent. of the Principal Amount Outstanding thereof (if any), together with any accrued and unpaid interest in respect thereof to the relevant day of redemption and in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, any Deferred Interest.

"**Redemption Proceeds Priority of Payments**" means the priority of payments in respect of the Issue Proceeds set out in Condition 3(l)(ii) (*Application of Issue Proceeds on the Issue Date*).

"**Redemption Threshold Amount**" means the aggregate of all amounts which would be due and payable on redemption of the Rated Notes on the scheduled Redemption Date pursuant to Condition 11(b) (*Enforcement*) which rank in priority to payments in respect of the Subordinated Notes in accordance with the Priorities of Payments.

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

"**Refinancing**" has the meaning given to it in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

"**Refinancing Costs**" means the fees, costs, charges and expenses incurred by or on behalf of the Issuer in respect of a Refinancing, provided that such fees, costs, charges and expenses have been incurred as a direct result of a Refinancing, as determined by the Investment Manager.

"**Refinancing Proceeds**" means the cash proceeds from a Refinancing.

"**Register**" means the register of holders of the legal title to the Notes kept by the Registrar pursuant to the terms of the Agency Agreement.

"**Regulation S**" means Regulation S under the Securities Act.

"**Regulation S Notes**" means the Notes offered for sale to non-U.S. persons outside of the United States in offshore transactions in reliance on Regulation S.

"**Regulatory Change Condition**" means a condition that will be satisfied on any date as of which either of the following conditions is satisfied: (i) the Investment Manager has caused the Issuer to amend or supplement the applicable Transaction Documents, in accordance with the terms thereof, in a manner sufficient to permit the Issuer to rely on an exemption or exclusion from registration under the Investment Company Act other than Section 3(c)(1) or 3(c)(7) thereunder, each such amendment or supplement is effective as of such date and the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer is in compliance with such exemption or exclusion, or (ii) solely in the event that clause (i) is unable to be satisfied, the Investment Manager has used commercially reasonable efforts consistent with the trading requirements and standard of care under the Investment Management Agreement and taking into account the Issuer's obligations under Rated Notes, to sell each asset held by the Issuer that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule.

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

"**Reinvestment Overcollateralisation Test**" means the test which will apply as of any Measurement Date during the Reinvestment Period which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to 104.2 per cent.

"**Reinvestment Period**" means the period from and including the Issue Date up to and including the earliest of: (i) the end of the Due Period preceding 15 July 2021 or, if such day is not a Business Day, the immediately following Business Day; (ii) the date of the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*) (provided such acceleration has not been rescinded or annulled in accordance with Condition 10(c) (*Curing of Default*)); and (iii) the date on which the Investment Manager reasonably believes and notifies the Issuer, the Rating Agencies and the Trustee in writing that it can no longer reinvest in additional Collateral Debt Obligations in compliance with the Reinvestment Criteria.

"**Reinvestment Target Par Balance**" means, as of any date of determination: (i) the Target Par Amount; *plus* (ii) the Principal Amount Outstanding of any additional Notes issued pursuant to Condition 17 (*Additional Issuances*), or, if greater, the aggregate amount of Principal Proceeds that result from the issuance of such additional Notes; *minus* (iii) the amount of any reduction in the Principal Amount Outstanding of the Notes (other than the repayment of any Deferred Interest).

"**Replacement Asset Swap Transaction**" means any Asset Swap Transaction entered into by the Issuer, or the Investment Manager on its behalf, in accordance with the provisions of the Investment Management Agreement upon termination of an existing Asset Swap Transaction on substantially the same terms as such terminated Asset Swap Transaction, that preserves for the Issuer the economic effect of the terminated Asset Swap Transaction, subject to such amendments thereto as may be agreed by the Investment Manager, acting on behalf of the Issuer.

"**Replacement Interest Rate Hedge Transaction**" means any Interest Rate Hedge Transaction entered into by the Issuer, or the Investment Manager on its behalf, in accordance with the provisions of the Investment Management Agreement upon termination of an existing Interest Rate Hedge Transaction on substantially the same terms as such terminated Interest Rate Hedge Transaction, that preserves for the Issuer the economic effect of the terminated Interest Rate Hedge Transaction, subject to such amendments thereto as may be agreed by the Investment Manager, acting on behalf of the Issuer and in respect of which Rating Agency Confirmation is obtained unless such Replacement Interest Rate Hedge Transaction is a Form-Approved Interest Rate Hedge Agreement.

"**Report**" means each Monthly Report and Payment Date Report.

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

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

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

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

(a) the Moody's Rating and the S&P Rating of the Class A Notes is withdrawn (and not reinstated) or is one or more sub-categories below its rating on the Issue Date; or

(b) the Moody's Rating and the S&P Rating of the Class B Notes, Class C Notes or the Class D Notes is withdrawn (and not reinstated) or is two or more sub-categories below its rating on the Issue Date;

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

(i) if:

(A) the sum of: (1) the Aggregate Principal Balance of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, any related reinvestment and the anticipated cash proceeds, if any, of such sale), and (2) amounts standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts have not and will not be designated as Interest Proceeds to be credited to the Interest Account and including Eligible Investments therein but save for any interest accrued on Eligible Investments) is equal to or greater than the Reinvestment Target Par Balance; and

(B) each of the Coverage Tests and Collateral Quality Tests is satisfied; and

(C) if the downgrade or withdrawal of such rating is as a result of a change in the relevant Rating Agency's structured finance rating criteria; or

(ii) upon the direction of the Issuer with the consent of the Controlling Class acting by Ordinary Resolution,

provided further, that no Restricted Trading Period shall restrict any sale of a Collateral Debt Obligation entered into by the Issuer at a time when a Restricted Trading Period is not in effect, regardless of whether such sale has settled.

"**Restructured Obligation**" means a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) and which satisfies the Restructured Obligation Criteria as at its applicable Restructuring Date provided that the failure of a Restructured Obligation to satisfy the Restructured Obligation Criteria at any time after the applicable Restructuring Date shall not cause such obligation to cease to constitute a Restructured Obligation unless it is subsequently restructured again, in which case such obligation shall constitute a Restructured Obligation provided it satisfies the Restructured Obligation Criteria as at its Restructuring Date.

"**Restructured Obligation Criteria**" means the restructured obligation criteria specified in the Investment Management Agreement which are required to be satisfied in respect of each Restructured Obligation at the applicable Restructuring Date.

"**Restructuring Date**" means the date a restructuring of a Collateral Debt Obligation becomes binding on the holders thereof provided 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**" means the holding of Subordinated Notes by the Retention Holder with an aggregate Principal Amount Outstanding, at any time, equal to an amount not less than five per cent. of the Aggregate Collateral Balance.

"**Retention Deficiency**" means, as of any date of determination any event which occurs when the Principal Amount Outstanding of the Subordinated Notes held by the Retention Holder is less than five per cent. of the Aggregate Collateral Balance.

"**Retention Event**" means an event which occurs if at any time the Retention Holder (a) sells, hedges or otherwise mitigates its credit risk under or associated with the Retention or the underlying portfolio of Collateral Debt Obligations, except to the extent required in accordance with, or not restricted by, the EU Retention Requirements or (b) materially breaches the terms of the Risk Retention Letter.

"**Retention Holder**" means KKR Credit Advisors (Ireland) Unlimited Company in its capacity as initial retention holder and any successor, assign or transferee to the extent permitted under the Risk Retention Letter and 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 and Morgan Stanley & Co. International plc in its capacity as sole arranger to be dated on or around 26 May 2017.

"**Risk Retention U.S. Person**" means "U.S. persons" within the meaning given to such term in the U.S. Risk Retention Rules.

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

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

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

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

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

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

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

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

"**S&P Collateral Value**" means, in the case of any Eligible Investment, Defaulted Obligation or Deferring Security, the lower of:

(a) its prevailing Market Value; and

(b) the relevant S&P Recovery Rate,

in each case, multiplied by its Principal Balance, provided that for a period of 30 days after a Collateral Debt Obligation becomes a Defaulted Obligation or Deferring Security or, in the case of an Eligible Investment, becomes treated as a Collateral Debt Obligation for the purpose of calculating its Balance, the S&P Collateral Value shall be the S&P Recovery Rate multiplied by its Principal Balance.

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

"**S&P Recovery Rate**" means, in respect of each Collateral Debt Obligation and an assumed S&P rating of "AAA", the recovery rate determined in accordance with the Investment Management Agreement or as advised by S&P. Extracts of the S&P Recovery Rates applicable under the Investment Management Agreement are set out in Annex B (*S&P Recovery Rates*) of this Prospectus.

"**Sale Proceeds**" means:

(a) all proceeds received upon the sale of any Collateral Debt Obligation (save for any Asset Swap Obligation), excluding any sale proceeds representing accrued interest designated as Interest Proceeds by the Investment Manager, provided that no such designation may be made in respect of: (i) Purchased Accrued Interest; or (ii) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts; or (iii) proceeds that represent deferred interest accrued in respect of any PIK Obligation; (iv) proceeds representing accrued interest received in respect of any Defaulted Obligation unless and until (x) such amounts represent Defaulted Obligation Excess Amounts and (y) any Purchased Accrued Interest in relation to such Defaulted Obligation has been paid, together with all proceeds received upon the sale of any Collateral Enhancement Obligation or Exchanged Security or (v) proceeds received in respect of any Zero Coupon Obligation;

(b) in the case of any Asset Swap Obligation, all amounts in Euro (or other currencies if applicable) payable to the Issuer by the applicable Asset Swap Counterparty in exchange for payment by the Issuer of the sale proceeds of any Collateral Debt Obligation as described in paragraph (a) above but amended to apply to such Asset Swap Obligation, under the related Asset Swap Transaction (after netting against any Asset Swap Termination Payment (determined without regard to the exclusions of unpaid amounts and Asset Swap Issuer Principal Exchange Amounts set forth in the definition thereof) payable by the Issuer in such circumstances); and

(c) in the case of any Collateral Enhancement Obligation, all proceeds and any fees received upon the sale of such Collateral Enhancement Obligation,

in each case net of any amounts expended by or payable by the Issuer or the Collateral Administrator (on behalf of the Issuer) in connection with sale, disposition or termination of such Collateral Debt Obligation and where applicable converted into Euro at the Applicable Exchange Rate.

"**Scheduled Periodic Asset Swap Counterparty Payment**" means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the Issuer by the applicable Asset Swap Counterparty pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Receipts, any Asset Swap Replacement Receipts and any Asset Swap Counterparty Principal Exchange Amounts.

"**Scheduled Periodic Asset Swap Issuer Payment**" means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the applicable Asset Swap Counterparty by the Issuer pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Payments, any Asset Swap Replacement Payments and any Asset Swap Issuer Principal Exchange Amounts.

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

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

"**Scheduled Principal Proceeds**" means:

(a) in the case of any Collateral Debt Obligation (other than Asset Swap Obligations with a related Asset Swap Transaction), scheduled principal repayments received by the Issuer (including scheduled amortisation, instalment or sinking fund payments);

(b) in the case of any Asset Swap Obligation, scheduled final and interim payments in the nature of principal payable to the Issuer by the applicable Asset Swap Counterparty under the related Asset Swap Transaction; and

(c) in the case of any Hedge Agreements, any Hedge Replacement Receipts and Hedge Termination Payments transferred from the Hedge Termination Account into the Principal Account.

"**Second Lien Loan**" means an obligation (other than a Secured Senior 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. For the avoidance of doubt, First-Lien Last-Out Loans are Second Lien Loans.

"**Secured Obligations**" has the meaning given thereto in the Trust Deed.

"**Secured Party**" means each of the Class X Noteholders, the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Subordinated Noteholders, the Initial Purchaser, the Investment Manager, the Retention Holder, any Receiver, any Appointee, the Trustee, the Agents, each Hedge Counterparty, each Reporting Delegate and the Corporate Services Provider and "**Secured Parties**" means any two or more of them as the context so requires.

"**Secured Senior 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 Secured Senior Loan) as determined by the Investment Manager in its reasonable business 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), or otherwise (ii) by at least 80 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 (a) above provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or shares if an enforcement in respect of such loan occurs, provided such loan represents no more than the Secured Senior RCF Percentage of the Obligor's senior debt.

"**Secured Senior Loan**" means a collateral debt obligation (which may be a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation) that is a senior secured loan obligation as determined by the Investment Manager in its reasonable business 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), or otherwise (ii) by at least 80 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 stock referred to in (a) above provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or shares in the event of an enforcement in respect of such loan representing up to the Secured Senior RCF Percentage of the Obligor's senior debt.

"**Secured Senior RCF Percentage**" means 15 per cent.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Selling Institution**" means an institution from whom (i) a Participation is taken and satisfies the applicable Rating Requirement; or (ii) an Assignment is acquired.

"**Semi-Annual Obligations**" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than quarterly.

"**Senior Expenses Cap**" means, in respect of each Payment Date, the sum of:

(a) €300,000 per annum (pro rated for the Due Period relating to such Payment Date on the basis of a 360 day year comprised of twelve 30-day months); and

(b) 0.02 per cent. per annum (pro rated for the Due Period relating to such Payment Date on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the Determination Date immediately preceding the Payment Date in respect of such Due Period,

provided however that if the amount of the Trustee Fees and Expenses and the Administrative Expenses paid on each of the three immediately preceding Payment Dates or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date or during the related Due Period(s) is less than the stated Senior Expenses Cap, the amount of such shortfall shall be applied to the Senior Expenses Cap with respect to the then current Payment Date. For the avoidance of doubt, any such shortfall may not at any time result in an increase of the Senior Expenses Cap on a per annum basis.

"**Senior Investment Management Fee**" means the fee payable (exclusive of any VAT) to the Investment Manager in arrear on each Payment Date in accordance with the Priorities of Payments in respect of the immediately preceding Due Period pursuant to the Investment Management Agreement in an amount, equal to 0.15 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case on the basis of a 360-day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the first day of such Due Period (or if such day is not a Business Day, the next day which is a Business Day), as determined by the Collateral Administrator.

"**Senior Loan**" means a collateral debt obligation that is a Secured Senior Loan, an Unsecured Senior Loan or a Second Lien Loan.

"**Share Charge**" means the share charge entered into between the Investment Manager, the Issuer and Law Debenture Trust Company of New York as trustee on the Original Issue Date as novated on the Issue Date to The Bank of New York Mellon, London Branch (as successor to Law Debenture Trust Company of New York) as Trustee.

"**Similar Law**" means any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) to any federal, state, local or non-U.S. law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

"**Solvency II**" means Directive 2009/138/EC, as may be amended, replaced or supplemented from time to time.

"**Solvency II Level 2 Regulation**" means Delegated Regulation No 2015/35, supplementing Solvency II.

"**Solvency II Retention Requirements**" means Article 254 of the Solvency II Level 2 Regulation, including any guidance published in relation thereto and any implementing laws or regulations in force in any Member State of the European Union, provided that references to Solvency II Retention Requirements shall be deemed to include any successor or replacement provisions of Article 254 included in any European Union directive or regulation subsequent to Solvency II or the Solvency II Level 2 Regulation.

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

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

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

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

"**Step-Up Coupon Obligation**" means an obligation 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 obligation.

"**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 asset backed security.

"**STS Regulation**" means the proposed regulation of the European Union relating to a European framework for simple, transparent and standardised securitisations including any implementing regulation, technical standards and official guidance related thereto.

"**Subordinated Investment Management Fee**" means the fee payable (exclusive of any VAT) to the Investment Manager in arrear on each Payment Date in accordance with the Priorities of Payments in respect of the immediately preceding Due Period, pursuant to the Investment Management Agreement equal to 0.35 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case on the basis of a 360-day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the first day of such Due Period (or if such day is not a Business Day, the next day which is a Business Day), as determined by the Collateral Administrator.

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

"**Subscription Agreement**" means the subscription agreement between the Issuer and the Initial Purchaser on or about the Issue Date.

"**Substitute Collateral Debt Obligation**" means a Collateral Debt Obligation purchased in substitution for a previously held Collateral Debt Obligation pursuant to the terms of the Investment Management Agreement which satisfies the Eligibility Criteria and an investment in which by the Issuer complies with the Reinvestment Criteria.

"**Swap Tax Credit**" means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Hedge Counterparty to the Issuer or a reduced payment from the Issuer to the Hedge Counterparty.

"**Swapped Non-Discount Obligation**" means any Collateral Debt Obligation that would otherwise be considered a Discount Obligation, but that is purchased with the Sale Proceeds of a Collateral Debt Obligation (the "**Original Obligation**") that was not a Discount Obligation at the time of its purchase and will not be considered a Discount Obligation so long as such purchased Collateral Debt Obligation: (a) is purchased or committed to be purchased within 30 days of the sale of the Original Obligation; (b) is purchased at a price (as a percentage of par) equal to or greater than the sale price of Original Obligation; (c) is purchased at a price not less than 60 per cent. of the Principal Balance thereof; and (d) has a Moody's Rating and/or S&P Rating equal to or higher than the Moody's Rating and/or S&P Rating of the Original Obligation; *provided* that:

(a) to the extent the Aggregate Principal Balance of Swapped Non-Discount Obligations exceeds 5 per cent. of the Aggregate Collateral Balance as at the date the Issuer (or the Investment Manager on its behalf) enters into a binding commitment to acquire such Collateral Debt Obligation, such excess will constitute Discount Obligations;

(b) to the extent the cumulative Aggregate Principal Balance of all Swapped Non-Discount Obligations acquired by the Issuer after the Issue Date exceeds 10 per cent. of the Target Par Amount, such excess will constitute Discount Obligations; and

(c) such Collateral Debt Obligation will cease to be a Swapped Non-Discount Obligation (and will not be treated as a Discount Obligation) at such time as the Market Value (expressed as a percentage of par) for such Collateral Debt Obligation on each day during any period of 30 consecutive days since the acquisition of such Collateral Debt Obligation equals or exceeds (i) for a Floating Rate Collateral Debt Obligation, 90 per cent. or (ii) for all other Collateral Debt Obligations, 85 per cent.

"**Target Par Amount**" means €500,000,000.

"**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).

"**Taxes Act 1997**" means the Taxes Consolidation Act 1997 (as amended) of Ireland.

"**Third Party Indemnity Receipts**" has the meaning given to it in Condition 3(j)(x) (*Expense Reserve Account*).

"**Transaction Documents**" means the Trust Deed (including these Conditions), the Agency Agreement, the Subscription Agreement, the Original Subscription Agreement, the Euroclear Security Agreement, the Investment Management Agreement, any Hedge Agreements, the Risk Retention Letter, any Reporting Delegation Agreement, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Share Charge and any document supplemental thereto or issued or novated in connection therewith.

"**Trustee Fees and Expenses**" means the fees, costs and expenses and all other liabilities (including by way of indemnity) and all other amounts payable to the Trustee pursuant to the Trust Deed or any other Transaction Document from time to time *plus* any applicable VAT thereon payable under the Trust Deed or any other Transaction Document, including such indemnity payments and any fees, costs, charges and expenses properly incurred by the Trustee in respect of any Refinancing.

"**UCITS Directive**" means Directive 2009/65/EC on Undertakings for Collective Investment in Transferable Securities, including any implementing and or delegated regulation, technical standards, level 2 measures and/or guidance related thereto, as may be amended, replaced or supplemented 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.

"**Unpaid Class X Principal Amortisation Amount**" means, for any Payment Date, the aggregate amount of all or any portion of the Class X Principal Amortisation Amount for any prior Payment Dates that were not paid on such prior Payment Dates.

"**Unsaleable Asset**" means any (a) (i) Defaulted Obligation, (ii) Exchanged Security, (iii) obligation received in connection with an Offer, (iv) or other security or debt obligation that is part of the Collateral in respect of which the Issuer has not received a payment in cash during the preceding 12 months or (b) asset, claim or other property identified by the Investment Manager as having a market value of less than €1,000, if in the case of (a) or (b) the Investment Manager certifies to the Trustee (on which certification the Trustee shall be entitled to rely without liability or further enquiry) that it has made commercially reasonable efforts to dispose of such obligation for at least 90 days and, in its commercially reasonable judgement, such obligation is not expected to be saleable at any price for the foreseeable future.

"**Unscheduled Payment Date**" has the meaning given to it in Condition 3(k) (*Unscheduled Payment Dates*).

"**Unscheduled Principal Proceeds**" means (a) with respect to any Collateral Debt Obligation (other than an Asset Swap Obligation), 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) in the case of any Asset Swap Obligation, the Asset Swap Counterparty Principal Exchange Amount payable in respect of the amounts referred to in (a) above pursuant to the related Asset Swap Transaction, together with (i) any related Asset Swap Termination Receipts but less any related Asset Swap Termination Payment (to the extent any are payable and in each case determined without regard to the exclusions of unpaid amounts and Asset Swap Counterparty Principal Exchange Amounts or (as applicable) Asset Swap Issuer Principal Exchange Amounts set forth in the definitions thereof) and only to the extent not required for application towards the cost of entry into a Replacement Asset Swap Transaction and (ii) any related Asset Swap Replacement Receipts but only to the extent not required for application towards any related Asset Swap Termination Payments.

"**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 Investment Manager in its reasonable business judgement; and

(b) is not secured (i) by assets of the Obligor or guarantor thereof if and to the extent that the granting of security over assets is permissible under applicable law or (ii) by at least 80 per cent. of the equity interests in the shares of an entity owning such assets.

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

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

"**U.S. Risk Retention Restricted Period**" means the period commencing on the Issue Date and ending 40 calendar days thereafter.

"**U.S. Risk Retention Rules**" means the federal interagency credit risk retention rules, codified at 17 C.F.R. Part 246.

"**U.S. Risk Retention Waiver**" means a written waiver (which may be delivered by email) which, subject to the satisfaction of certain conditions prior to the Issue Date, shall be irrevocable on and from the Issue Date, provided by the Investment Manager to a prospective Noteholder (and copied to the Initial Purchaser) that is a Risk Retention U.S. Person, which permits a Risk Retention U.S. Person to purchase Refinancing Notes.

"**VAT**" means:

(a) any tax, interest or penalties imposed in compliance with the European Council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) (including, in relation to Ireland, value added tax imposed by Value-Added Tax Consolidation Act 2010 and supplemental legislation and regulations and, in relation to the United Kingdom, value added tax imposed by the Value Added Tax Act 1994 and supplemental legislation and regulations); and

(b) any other tax, interest or penalties of a similar fiscal 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 elsewhere.

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

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

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

"**Written Resolution**" means any Resolution of the Noteholders in writing, as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

"**Zero Coupon Obligation**" means a security (other than a Step-Up Coupon Obligation and a PIK Obligation) that, at the time of determination, does not provide for periodic payments of interest, but provides for the payment of principal amounts as at the maturity date thereof.

2. **Form and Denomination, Title, Transfer and Exchange**

(a) Form and Denomination

The Notes of each Class will be issued in definitive, certificated, fully registered form, without interest coupons, talons and principal receipts attached, in the applicable Minimum Denomination and integral multiples of any Authorised Integral Amount in excess thereof. A Definitive Certificate 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.

(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

One or more 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 such 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. The Issuer shall procure that at all times the Register and any counterpart thereof is kept and maintained outside the UK.

(d) Delivery of New Certificates

Each new Definitive Certificate to be issued pursuant to Condition 2(c) (*Transfer*) will be available for delivery within 5 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 any 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 Definitive Certificates representing such Notes in accordance with these Conditions of the Notes on registration or transfer will be effected without charge to the Noteholders by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

(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 days' notice of any such change having been given to the Noteholders in accordance with Condition 16 (*Notices*)), is not prejudicial to the interests of the holders of the relevant Class of Notes. A copy of the current regulations may be inspected at the offices of any Transfer Agent during usual business hours

on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes and will be sent by the Registrar to any Noteholder who so requests.

(h) Forced Transfer of Rule 144A Notes

If the Issuer determines at any time that any holder of an interest in a Rule 144A Note (1) is a U.S. person and (2) is not a QIB/QP (any such person, a "**Non-Permitted Holder**"), the Issuer shall promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its Notes outside the United States to a non-U.S. person or within the United States to a U.S. person that is a QIB/QP within 30 days of the date of such notice. If such Non-Permitted Holder fails to effect the transfer of its Rule 144A Notes within such 30 day period, (a) upon direction from the Issuer or the Investment Manager on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, shall cause such Rule 144A Notes to be transferred in a sale to a person or entity that certifies to the Issuer and such Transfer Agent, in connection with such transfer, that such person or entity either is not a U.S. person or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the 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 to the Non-Permitted Holder by its acceptance of an interest in the Rule 144A Notes agrees to cooperate with the Issuer to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer, subject to the transfer restrictions set out herein, and the Issuer shall not be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion. The Issuer reserves the right to require any holder of Notes to submit a written certification substantiating that it is a QIB/QP or a non-U.S. person. If such holder fails to submit any such requested written certification on a timely basis, the Issuer has the right to assume that the holder of the Notes from whom such a certification is requested is not a QIB/QP or a non-U.S. person. Furthermore, the Issuer reserves the right to refuse to honour a transfer of beneficial interests in a Rule 144A Note to any Person who is not either a non-U.S. person or a U.S. person that is a QIB/QP.

(i) Forced sale pursuant to FATCA

Under FATCA, the Issuer may be required to, among other things, provide certain information about the Noteholders (which may include a nominee or beneficial owner of a Note for these purposes) to a taxing authority. The Issuer expects to require each Noteholder to provide certifications and identifying information about itself and certain of its owners.

The Issuer may force the sale of a Noteholder's Notes in order to achieve FATCA Compliance, including Notes held by a Noteholder that fails to provide or update or fails to cause to be provided or updated Holder FATCA Information or if the Issuer otherwise reasonably determines that a Noteholder's acquisition or holding of an interest in such a Note would cause the Issuer to be unable to achieve FATCA Compliance (and such sale could be for less than its then fair market value). For these purposes, the Issuer shall have the right to sell a Noteholder's interest in its Notes in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve FATCA Compliance. If the Issuer exercises its right to force such sale, the Issuer shall require the holder to sell its Notes to a purchaser selected by the Issuer on such terms as the Issuer may choose, subject to the transfer restrictions set out herein. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities and selling such Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder and each other person in the chain of title, by its acceptance of

an interest in the Notes agrees to cooperate with the Issuer to effect such transfers if required. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer subject to the transfer restrictions set out herein, and the Issuer shall not be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion.

(j) Forced Transfer pursuant to ERISA

If any Noteholder is determined by the Issuer to be a Noteholder who has made or is deemed to have made a prohibited transaction, Benefit Plan Investor, Controlling Person, Other Plan Law or Similar Law representation that is subsequently shown to be false or misleading, or whose beneficial ownership otherwise causes a violation of the 25 per cent. limitation set out in Title I of ERISA and Section 4975 of the Code (any such Noteholder a "**Non-Permitted ERISA Holder**"), the Non-Permitted ERISA Holder shall be required by the Issuer to sell or otherwise transfer its Notes to an eligible purchaser (selected by the Issuer) at a price to be agreed between the Issuer (exercising its sole discretion) and such eligible purchaser at the time of sale, subject to the transfer restrictions set out in the Trust Deed. Each Noteholder and each other Person in the chain of title from the Noteholder, by its acceptance of an interest in such Notes, agrees to cooperate with the Issuer to the extent required to effect such transfers. None of the Issuer, the Trustee and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted ERISA Holder will receive the balance, if any.

(k) Forced Transfer following breach of U.S. Risk Retention Rules U.S. Person requirements

If (x) any purchaser in the initial offering of the Refinancing Notes on or about 26 May 2017 of an interest in a Refinancing Note (i) (a) is a Risk Retention U.S. Person and (b) has not received a U.S. Risk Retention Waiver from the Investment Manager or (ii) acquired such Refinancing Notes or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules or (y) a transfer of an interest in a Regulation S Refinancing Note is to a Risk Retention U.S. Person or to a transferee which otherwise requires such interest to be exchanged for an interest in a Rule 144A Refinancing Note at any time during the U.S. Risk Retention Restricted Period (each such a person under (x) or (y) above, a "**Non-Permitted Risk Retention U.S. Person**"), the Issuer shall, promptly after determination that such person (or transferee) is a Non-Permitted Risk Retention U.S. Person by the Issuer, send notice to such Non-Permitted Risk Retention U.S. Person demanding that such Noteholder immediately transfer its interest to a person that is not a Non-Permitted Risk Retention U.S. Person. If such Noteholder fails to effect the transfer required, (a) the Issuer or the Investment Manager on its behalf, shall cause such beneficial interest to be transferred to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity either is not a Non-Permitted Risk Retention U.S. Person at a price to be agreed between the Issuer (exercising its sole discretion) and such person at the time of sale and (b) pending such transfer, no further payments will be made in respect of such beneficial interest. None of the Issuer, the Trustee, the Transfer Agent and the Registrar shall be liable to any Noteholder having an interest in the Refinancing 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 Risk Retention U.S. Person will receive the balance, if any.

3. **Status**

(a) Status

The Notes of each Class constitute direct, general, secured, unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 4(c) (*Limited Recourse and Non-Petition*). The Notes of each Class are secured in the manner described in Condition 4(a) (*Security*) and, within each Class, shall at all times rank pari passu and without any preference amongst themselves.

(b) Relationship Among the Classes

The Notes of each Class are constituted by the Trust Deed and are secured on the Collateral as further described in the Trust Deed. Payments of interest on the Class X Notes and the Class A Notes will rank senior to payments of interest on each Payment Date in respect of each other Class; payment of interest on the Class B Notes (where the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes will be treated as a single Class) will be subordinated in right of payment to payments of interest in respect of the Class X Notes and the Class A Notes, but senior in right of payment to payments of interest in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class C Notes (where the Class C-1 Notes and the Class C-2 Notes will be treated as a single Class) will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes and the Class B Notes, but senior in right of payment to payments of interest on the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class D Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest on the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class E Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, but senior in right of payment to payments of interest on the Class F Notes and the Subordinated Notes; payment of interest on the Class F Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, but senior in right of payment to payment of interest on the Subordinated Notes. Payment of interest on the Subordinated Notes will be subordinated in right of payment to payment of interest in respect of the Rated Notes. Residual distributions on the Subordinated Notes shall be paid *pari passu* and without any preference amongst themselves. Payments of interest on (i) the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes and (ii) the Class C-1 Notes and the Class C-2 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 X Notes and the Class A Notes. No amount of principal in respect of the Class C Notes shall become due and payable until redemption and payment in full of the Class X Notes, the Class A Notes and the Class B Notes. No amount of principal in respect of the Class D Notes shall become due and payable until redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes. No amount of principal in respect of the Class E Notes shall become due and payable until redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. No amount of principal in respect of the Class F Notes shall become due and payable until redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Subject to the applicability of the Post-Acceleration Priority of Payments, the Subordinated Notes will be entitled to receive, out of Principal Proceeds, the amounts described under the Principal Proceeds Priority of Payments on a *pari passu* basis. Payments on the Subordinated Notes are subordinated to payments on the Rated Notes and other amounts described in the Priorities of Payments and no payments out of Principal Proceeds will be made on the Subordinated Notes until the Rated Notes and other payments ranking prior to the Subordinated Notes in accordance with the Priorities of Payments are paid in full. Payments of

principal on the Class X Notes shall rank *pari passu* with payments of interest on the Class X Notes and the Class A Notes in accordance with the Interest Proceeds Priority of Payments. Payments of principal on (i) the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes and (ii) the Class C-1 Notes and the Class C-2 Notes shall be paid *pari passu* and without any preference amongst themselves.

(c) Priorities of Payments

The Collateral Administrator shall (on the basis of the Payment Date Report prepared by the Collateral Administrator in consultation with the Investment Manager pursuant to the terms of the Investment Management Agreement on each Determination Date), on behalf of the Issuer (i) on each Payment Date prior to the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*); (ii) following acceleration of the Notes 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(f) (*Redemption Following Note Tax Event)* (other than in the case of the Issue Date and 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), cause the Account Bank to disburse Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds transferred to the Payment Account, in each case, in accordance with the following Priorities of Payments:

(i) Application of Interest Proceeds

Subject as further provided below, Interest Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

(A) to the payment of the Issuer Profit Amount for deposit in the Issuer Irish Account and of taxes or statutory fees owing by the Issuer accrued in respect of the related Due Period, as certified by an Authorised Officer of the Issuer to the Trustee and the Collateral Administrator, if any (save for any VAT payable in respect of any Investment Management Fee);

(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 (less any amounts that have been distributed as Partial Redemption Interest Proceeds in accordance with paragraphs (A) and (B) of Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*) to the extent such amounts would not have been paid but for limb (y) of the definition of "Partial Redemption Interest Proceeds");

(C) 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 (1) any amounts that have been distributed as Partial Redemption Interest Proceeds in accordance with paragraphs (A) and (B) of Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*) to the extent such amounts would not have been paid but for limb (y) of the definition of "Partial Redemption Interest Proceeds" and (2) any amounts paid pursuant to paragraph (B) above;

(D) to the Expense Reserve Account, at the Investment Manager's discretion, of an amount equal to the Ongoing Expense Reserve Amount;

(E) to the payment:

(1) *firstly*, to the Investment Manager of the Senior Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority) (save for any Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts) except that the Investment Manager may, in its sole discretion, elect to (x) designate for reinvestment or (y) defer payment of some or all of the amounts that would have been payable to the Investment Manager under this paragraph (E) (any such amounts, being "**Deferred Senior Investment Management Amount**") on any Payment Date, *provided* that any such amount in the case of (x) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations (*provided* that the Investment Manager determines in its sole discretion that any such deposit to the Principal Account would not cause (or would not be likely to cause) a Retention Deficiency) and (b) not be treated as unpaid for the purposes of this paragraph (E) or paragraph (W) below or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (F) through (V) and (X) through (AA) below, subject to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied; and

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

(F) to the payment:

(1) *firstly*, on a pro rata basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid out of the Interest Account) and Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Asset Swap Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments) (to the extent not paid out of the Hedge Termination Account); and

(2) *secondly*, on a pro rata basis, any Hedge Replacement Payments (to the extent not paid out of the Hedge Termination Account);

(G) to the payment on a *pro rata* and *pari passu* basis of (i) *pro rata* and *pari passu*, (a) the Interest Amounts due and payable on the Class X Note in respect of the Accrual Period ending on such Payment Date, (b) the Class X Principal Amortisation Amount due and payable on such Payment Date and (c) any Unpaid Class X Principal Amortisation Amount as of such Payment Date, and (ii) 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;

(H) 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 (where the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes shall be treated as a single Class);

(I) if either of the Class A/B Coverage Tests is not satisfied on any Determination Date, 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;

(J) 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) (where the Class C-1 Notes and the Class C-2 Notes shall be treated as a single Class);

(K) 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(d) (*Payment of Deferred Interest*) (where the Class C-1 Notes and the Class C-2 Notes shall be treated as a single Class);

(L) if either of the Class C Coverage Tests is not satisfied on any Determination Date, 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 met if recalculated following such redemption;

(M) 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);

(N) 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(d) (*Payment of Deferred Interest*);

(O) if either of the Class D Coverage Tests is not satisfied on any Determination Date, 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 met if recalculated following such redemption;

(P) 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);

(Q) 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(d) (*Payment of Deferred Interest*);

(R) if either of the Class E Coverage Tests is not satisfied on any Determination Date, 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 met if recalculated following such redemption;

(S) 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);

(T) 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(d) (*Payment of Deferred Interest*);

(U) if the Class F Par Value Test is not satisfied on any Determination Date, 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 met if recalculated following such redemption;

(V) if, on any Payment Date during the Reinvestment Period, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) above, the Reinvestment Overcollateralisation Test has not been met, to the payment in an amount (such amount, the "**Required Diversion Amount**") equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) above, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met, into the Principal Account as Principal Proceeds to purchase Collateral Debt Obligations, provided that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Investment Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) a Retention Deficiency;

(W) to the payment:

(1) *firstly*, to the Investment Manager of the Subordinated Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority) until such amount has been paid in full except that the Investment Manager may, in its sole discretion, elect to (x) designate for reinvestment or (y) defer payment of some or all of the amounts that would have been payable to the Investment Manager under this paragraph (W) (any such amounts, being "**Deferred Subordinated Investment Management Amounts**") on any Payment Date, provided that any such amount in the case of (x) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations (*provided* that the Investment Manager determines in its sole discretion that any such deposit to the Principal Account would not cause (or would not be likely to cause) a Retention Deficiency) and (b) not be treated as unpaid for the purposes of this paragraph (W) or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (X) through (AA) below, subject to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied;

(2) *secondly*, to the Investment Manager of any previously due and unpaid Subordinated Investment Management Fee (other than Deferred Senior Investment Management Amounts, Deferred

Subordinated Investment Management Amounts) and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(3) *thirdly*, at the election of the Investment Manager (at its sole discretion) to the Investment Manager in payment of any previously Deferred Senior Investment Management Amounts and any Deferred Subordinated Investment Management Amounts;

(X) to the payment of Trustee Fees and Expenses (if any) not paid by reason of the Senior Expenses Cap;

(Y) 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;

(Z) to the payment on a *pro rata* basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty not paid in accordance with paragraph (F) above;

(AA) during the Reinvestment Period at the direction and in the discretion of the Investment Manager, either to (i) transfer to the Collateral Enhancement Account, any Collateral Enhancement Amount or (ii) (a) the Investment Manager in repayment of any Investment Manager Advances outstanding, but only to the extent used for the purposes of acquiring or exercising rights under one or more Collateral Enhancement Obligations and (b) any interest accrued thereon; and

(BB)

(1) if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds to the payment of interest on the Subordinated Notes on a *pro rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Investment Management Fee IRR Threshold is reached; and

(2) if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders (including any distributions made (i) prior to the Issue Date, and (ii) on the Issue Date in accordance with Condition 3(l) (*Payments on the Issue Date in connection with an Optional Redemption in whole*)) on such Payment Date in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments, the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, 15 per cent. of any remaining Interest Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Investment Management Fee referred to in (a)

above (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Interest Proceeds, to the payment of interest on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(ii) Application of Principal Proceeds

Principal Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

(A) to the payment on a sequential basis of the amounts referred to in paragraphs (A) through (I) (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 (J) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class C Notes are the Controlling Class;

(C) 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 if the Class C Notes are the Controlling Class;

(D) to the payment of the amounts referred to in paragraph (L) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date with respect to the Class C Notes to be met as of the related Determination Date;

(E) 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 if the Class D Notes are the Controlling Class;

(F) 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 if the Class D Notes are the Controlling Class;

(G) to the payment of the amounts referred to in paragraph (O) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date with respect to the Class D Notes to be met as of the related Determination Date;

(H) 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 if the Class E Notes are the Controlling Class;

(I) 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 if the Class E Notes are the Controlling Class;

(J) to the payment of the amounts referred to in paragraph (R) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class E Coverage Tests 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 (S) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder and only if the Class F Notes are the Controlling Class;

(L) 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 if the Class F Notes are the Controlling Class;

(M) to the payment of the amounts referred to in paragraph (U) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder and only to the extent 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) if such Payment Date is a Special Redemption Date, at the election of the Investment Manager, to make payments in an amount equal to the Special Redemption Amount (if any) applicable to such Payment Date in accordance with the Note Payment Sequence;

(O)

(1) during the Reinvestment Period, at the discretion of the Investment Manager, either to the purchase of Substitute Collateral Debt Obligations or to the Principal Account pending reinvestment in Substitute Collateral Debt Obligations at a later date in each case in accordance with the Investment Management Agreement; and

(2) after the Reinvestment Period, in the case of Principal Proceeds representing Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations, at the discretion of the Investment Manager either to the purchase of Substitute Collateral Debt Obligations, or to the Principal Account pending reinvestment in Substitute Collateral Debt Obligations (but for no longer than the later of (i) 30 calendar days following receipt by the Issuer and (ii) the end of the following Due Period), in each case in accordance with the Investment Management Agreement,

provided, in each case, that such payment would not, in the Investment Manager's sole discretion, cause (or be likely to cause) a Retention Deficiency;

(P) after the Reinvestment Period, to redeem the Notes in accordance with the Note Payment Sequence;

(Q) to the payment on a sequential basis of the amounts referred to in paragraphs (W) through (AA) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder; and

(R)

(1) if the Incentive Investment Management Fee IRR Threshold has not been reached, 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 thereon 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 Investment Management Fee IRR Threshold is reached; and

(2) if, after taking into account all prior distributions to Subordinated Noteholders (including any distributions made (i) prior to the Issue Date, and (ii) on the Issue Date in accordance with Condition 3(l) (*Payments on the Issue Date in connection with an Optional Redemption in whole*)) 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, the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, 15 per cent. of any remaining Principal Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Investment Management Fee referred to in (a) above (whether payable to the Investment Manager or directly to the relevant taxing authority);

(c) *thirdly*, (i) to the Investment Manager in repayment of any Investment Manager Advances outstanding, but only to the extent used for the purposes of acquiring or exercising rights under one or more Collateral Enhancement Obligations and (ii) any interest accrued thereon; and

(d) *fourthly*, 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 Investment Manager) shall be paid on the Payment Date immediately following such Due Period in the following order of priority:

(A) to the Subordinated Notes until the Incentive Investment Management Fee IRR Threshold has been reached; and

(B) if the Incentive Investment Management Fee IRR Threshold has been reached:

(1) *firstly*, 15 per cent. of any remaining Collateral Enhancement Obligation Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee;

(2) *secondly*, to the payment of any VAT in respect of the Incentive Investment Management Fee referred to in (1) above (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(3) *thirdly*, any remaining Collateral Enhancement Obligation Proceeds, to the payment of principal on the Subordinated Notes on a *pro rata* basis and thereafter to the payment of interest on a *pro rata* basis on the Subordinated Notes (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(iv) Withholding Taxes

Where the payment of any amount in accordance with the Priorities of Payments set out above is subject to any deduction or withholding for or on account of any tax, 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.

(d) Non-payment of Amounts

Failure on the part of the Issuer to pay the Interest Amounts due and payable on any Class of Rated Notes pursuant to Condition 6 (*Interest*) in accordance with the Priorities of Payments by reason solely that there are insufficient funds standing to the credit of the Payment Account shall not be an Event of Default pursuant to Condition 10(a)(i) (*Non-payment of interest*) unless and until such failure continues for a period of at least five Business Days or, save in the case of administrative error or omission only, where such failure continues for a period of at least 10 Business Days and:

(i) in the case of the non-payment of interest due and payable on the Class C Notes, the Class X Notes, the Class A Notes and the Class B Notes have been redeemed in full;

(ii) in the case of the non-payment of interest due and payable on the Class D Notes, the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes have been redeemed in full;

(iii) in the case of the non-payment of interest due and payable on the Class E Notes, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in full; and

(iv) in the case of the non-payment of interest due and payable on the Class F Notes, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes have been redeemed in full,

and except in each case as the result of any deduction therefrom or the imposition of any withholding tax thereon as set out in Condition 9 (*Taxation*).

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 Investment Management Fees (and

VAT payable in respect thereof), in the event of non-payment of any amounts referred to in the Interest Proceeds Priority of Payments or the Principal Proceeds Priority of Payments on any Payment Date, such amounts shall remain due and shall be payable on each subsequent Payment Date in the orders of priority provided for in this Condition 3 (*Status*). References to the amounts referred to in the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments of this Condition 3 (*Status*) shall include any amounts thereof not paid when due in accordance with this Condition 3 (*Status*) on any preceding Payment Date.

(e) Determination and Payment of Amounts

The Collateral Administrator will, in consultation with the Investment Manager, on each Determination Date, calculate the amounts payable on the applicable Payment Date pursuant to the Priorities of Payments and will notify the Issuer and the Trustee of such amounts. The Account Bank or the Custodian, as applicable, (acting on the instructions of the Collateral Administrator and in accordance with the Payment Date Report compiled by the Collateral Administrator on behalf of the Issuer) shall, on behalf of the Issuer not later than 12.00 noon (London time) on the Business Day preceding each Payment Date, cause the amounts standing to the credit of the Principal Account, the Unused Proceeds Account, the Interest Account and, if applicable, 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, the Redemption 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 Investment Manager, adjust the amounts required to be applied in payment of principal on the Class X Notes, the Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class B-3 Notes, the Class C-1 Notes, the Class C-2 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 Payments so that the amount to be so applied in respect of each Class X Note, Class A Note, Class B-1 Note, Class B-2 Note, Class B-3 Note, Class C-1 Note, Class C-2 Note, Class D Note, Class E Note, Class F Note and each 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 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 and on each Redemption Date (if different) in respect of the Notes to be notified at the expense of the Issuer to the Issuer, the Trustee, the Principal Paying Agent, the Registrar and the Irish Stock Exchange by no later than 11.00 a.m. (London time) on the Business Day following the applicable Payment Date or, as the case may be, Redemption Date (if different) and the Registrar shall procure that details of such amounts are notified at the expense of the Issuer to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible after notification thereof to the Registrar in accordance with the above but in no event later than (to the extent applicable) the third Business Day after the last day of the applicable Due Period or, as the case may be, the third Business Day after the Redemption Date.

(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 Investment Manager, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agents and all Noteholders and (in the absence of the Collateral Administrator's negligence, wilful misconduct or fraud) no liability to the Issuer or the Noteholders shall attach to the Collateral Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 3 (*Status*).

(i) Accounts

The Issuer, shall, on or prior to the Issue Date (or, in respect of each Counterparty Downgrade Collateral Account, on or about the date of entry by the Issuer into a Hedge Agreement with a new Hedge Counterparty), establish the following accounts with the Account Bank or (as the case may be) with the Custodian:

(i) the Principal Account;

(ii) the Interest Account;

(iii) the Unused Proceeds Account;

(iv) the Payment Account;

(v) the Counterparty Downgrade Collateral Accounts;

(vi) the Collateral Enhancement Account;

(vii) the Unfunded Revolver Reserve Account;

(viii) the Hedge Termination Account(s);

(ix) the Asset Swap Account(s);

(x) the Expense Reserve Account;

(xi) the Custody Account; and

(xii) the Interest Smoothing Account.

For so long as the Issuer relies on Rule 3a-7, the Issuer will grant certain control rights over the Accounts to the Trustee consistent with Rule 3a-7. Such control rights include the following:

(i) neither the Investment Manager nor the Collateral Administrator shall debit or credit any Account absent a prior instruction (which may be a standing instruction) from the Trustee; and

(ii) the Collateral Administrator shall provide a draft Payment Date Report detailing distributions to be made from the Payment Account on such Payment Date in accordance with the terms of the Agency Agreement. The Collateral Administrator shall procure such distributions from the Payment Account unless the Trustee notifies the Collateral Administrator that it objects to such payments.

The Account Bank, the Principal Paying Agent and the Custodian shall at all times be a financial institution satisfying the Rating Requirement applicable thereto. If the Account Bank, the Principal Paying Agent or the Custodian at any time fails to satisfy the Rating Requirement, the Issuer shall use reasonable endeavours to procure that a replacement Account Bank, Principal Paying Agent or Custodian, as applicable, acceptable to the Trustee, which satisfies the Rating Requirement is appointed in accordance with the provisions of the Agency Agreement.

Amounts standing to the credit of the Accounts (other than the Unfunded Revolver Reserve Account, each Counterparty Downgrade Collateral Account and the Payment Account) from time to time may be invested by the Investment Manager on behalf of the Issuer in Eligible Investments.

All interest accrued on any of the Accounts (save for each Counterparty Downgrade Collateral Account) from time to time shall be paid into the Interest Account. All principal amounts received in respect of Eligible Investments standing to the credit of any Account from time to time shall be credited to that Account upon maturity, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All interest accrued on such Eligible Investments (including capitalised interest received upon the sale, maturity or termination of any such investment) shall be paid to the Interest Account as, and to the extent provided, above.

Save for each Counterparty Downgrade Collateral Account and any Asset Swap Accounts, to the extent that any amounts required to be paid into any Account pursuant to the provisions of this Condition 3 (*Status*) are denominated in a currency other than Euro, the Investment Manager, acting on behalf of the Issuer, may convert such amounts into the currency of the Account at the Spot Rate as determined by the Collateral Administrator at the direction of the Investment Manager.

Notwithstanding any other provisions of this Condition 3(i) (*Accounts*), all amounts standing to the credit of each of the Accounts (other than (i) the Interest Account, (ii) the Payment Account, (iii) the Expense Reserve Account, (iv) the Collateral Enhancement Account, (v) all interest accrued on the Accounts, (vi) each Counterparty Downgrade Collateral Account (vii) the Interest Smoothing Account and (viii) each Asset Swap Account) shall be transferred to the Payment Account and shall constitute Principal Proceeds on the Business Day prior to any redemption of the Notes in full, and all amounts standing to the credit of each of the Interest Account, the Expense Reserve Account, the Collateral Enhancement Account and, to the extent not required to be repaid to any Hedge Counterparty or representing unpaid amounts under a terminated Hedge Transaction which constitute Principal Proceeds, 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 Swap Tax Credits received by the Issuer shall be paid out of the Interest Account to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement, without regard to the Priorities of Payments.

(j) Payments to and from the Accounts

(i) Principal Account

The Issuer will procure that the following Principal Proceeds are paid into the Principal Account promptly upon receipt thereof provided that any amounts which are received that are denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate:

(A) all principal payments received in respect of any Collateral Debt Obligation (and, in the case of any distribution from a Blocker Subsidiary, all payments received in respect of any Ineligible Obligation) including, without limitation, save to the extent that they relate to Asset Swap Obligations:

(1) Scheduled Principal Proceeds, other than any Interest Rate Hedge Replacement Receipts or Interest Rate Hedge Termination Receipts;

(2) amounts received in respect of any maturity, scheduled amortisation, mandatory prepayment or mandatory sinking fund payment on a Collateral Debt Obligation;

(3) Unscheduled Principal Proceeds;

(4) amounts received in respect of any Zero Coupon Obligation; and

(5) any other principal payments with respect to Collateral Debt Obligations or Eligible Investments (to the extent not included in the Sale Proceeds);

but excluding (i) any such payments received in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, to the extent required to be paid into the Unfunded Revolver Reserve Account and (ii) any Investment Gains required to be paid into the Interest Account in accordance with Condition 3(j)(ii)(K) (*Interest Account*);

(B) any Asset Swap Counterparty Principal Exchange Amount (other than any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction, which shall be paid into the relevant Asset Swap Account) received by the Issuer under any Asset Swap Transactions;

(C) the Balance standing to the credit of the relevant Hedge Termination Account in the circumstances described under Condition 3(j)(viii) (*Hedge Termination Account*) below;

(D) amounts received in respect of any Asset Swap Obligation which are not required to be paid to the applicable Asset Swap Counterparty pursuant to the related Asset Swap Transaction but which are required, pursuant to the Investment Management Agreement, to be paid into the Principal Account following conversion thereof into Euro at the Applicable Exchange Rate;

(E) all interest and other amounts received in respect of any Defaulted Obligation or any Mezzanine Obligation for so long as it is a Defaulted Obligation or a Defaulted Deferring Mezzanine Obligation (as applicable) (save for Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts) and amounts representing the element of deferred interest in any payments received in respect of any PIK Obligation;

(F) all premiums (including prepayment premiums) receivable upon redemption of any Collateral Debt Obligation at maturity or otherwise or upon exercise of any put or call option in respect thereof which is above the outstanding principal amount of any Collateral Debt Obligation;

(G) all fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments or work-out or restructuring of any Defaulted Obligations or Collateral Debt Obligations as determined by the Investment Manager in its reasonable discretion;

(H) all Sale Proceeds received (save for Investment Gains which are required to be paid into the Interest Account in accordance with Condition 3(j)(ii)(K) (*Interest Account*) below) in respect of a Collateral Debt Obligation;

(I) all Distributions and Sale Proceeds received in respect of Exchanged Securities;

(J) all Purchased Accrued Interest;

(K) amounts transferred to the Principal Account from any other Account as required below;

(L) all proceeds received from any additional issuance of the Notes that are not invested in Collateral Debt Obligations or required to be paid into the Interest Account;

(M) any other amounts received in respect of the Collateral which are not required to be paid into another Account;

(N) all amounts required to be transferred from the relevant Counterparty Downgrade Collateral Account;

(O) all amounts transferred from the Collateral Enhancement Account;

(P) all amounts transferred from the Expense Reserve Account;

(Q) all amounts payable into the Principal Account pursuant to paragraph (V) of the Interest Proceeds Priority of Payments upon the failure to meet the Reinvestment Overcollateralisation Test during the Reinvestment Period;

(R) all payments received in respect of any Non-Eligible Issue Date Collateral Debt Obligation or any other asset which did not satisfy the Eligibility Criteria on the date it was required to do so and which have not been sold by the Investment Manager in accordance with Investment Management Agreement;

(S) all net Refinancing Proceeds (excluding any Refinancing Proceeds that are distributed as Issue Proceeds on the Issue Date);

(T) amounts transferred to the Principal Account from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below; and

(U) 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, provided in each case that amounts deposited in the Principal Account pursuant to sub-paragraph (S) above, shall only be applied in accordance with sub-paragraph (4) below unless, after such application on the relevant Payment Date, there is a surplus of such proceeds:

(1) on the Business Day prior to each Payment Date (other than the Issue Date), all Principal Proceeds standing to the credit of the Principal Account to the Payment Account to the extent required for disbursement pursuant to the Principal Proceeds Priority of Payments, save for: (a) amounts deposited after the end of the related Due Period; and (b) any Principal Proceeds deposited prior to the end of the related Due Period to the extent such Principal Proceeds are permitted to be and have been designated for investment or reinvestment by the Investment Manager (on behalf of the Issuer) pursuant to the Investment Management Agreement (including any payments to an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction) for a period beyond such Payment Date, provided that (i) if the Coverage Tests are not satisfied, Principal Proceeds from Defaulted Obligations may not be designated for reinvestment by the Investment Manager (on behalf of the Issuer) until after the following Payment Date and (ii) no such payment shall be made to the extent that such amounts are not required to be distributed pursuant to the Principal Proceeds Priority of Payments on such Payment Date;

(2) at any time at the discretion of the Investment Manager, acting on behalf of the Issuer, in accordance with the terms of, and to the extent permitted under, the Investment Management Agreement, in the acquisition of Collateral Debt Obligations (including amounts equal to the Unfunded Amounts of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations which are required to be deposited in the Unfunded Revolver Reserve Account and including any principal exchange amounts payable by the Issuer to an Asset Swap Counterparty pursuant to any Asset Swap Transaction in connection with funding the acquisition of an Asset Swap Obligation);

(3) on any Payment Date, at the discretion of the Investment Manager, acting on behalf of the Issuer, in accordance with and subject to the terms of the Investment Management Agreement, in payment of the purchase price of any Notes purchased by the Issuer in accordance with Condition 7(j) (*Purchase*);

(4) at any time, in respect of a Refinancing, all amounts credited to the Principal Account pursuant to paragraph (S) above, to be applied in the redemption of the Class or Classes of Notes that are the subject of such Refinancing subject to and in accordance with Condition 7(b) (*Optional Redemption*); and

(5) on the Business Day prior to the Issue Date, all Principal Proceeds (save for Swap Tax Credits) standing to the credit of the Principal Account shall be transferred to the Unused Proceeds Account.

(ii) Interest Account

The Issuer will procure that the following Interest Proceeds are credited to the Interest Account promptly upon receipt thereof provided that any amounts denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate:

(A) all cash payments of interest in respect of the Collateral Debt Obligations (save for any Asset Swap Obligation) other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and in respect of a claim under any applicable double taxation treaty but excluding any interest received in respect of any Defaulted Obligations and Mezzanine Obligation for so long as it is a Defaulted Obligation or Defaulted Deferring Mezzanine Obligation (as applicable) other than Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts (as applicable) *provided* that (i) the amount of any Defaulted Obligation Excess Amounts (the "**Defaulted Obligation Excess Amounts Interest Amount**") can only be distributed as Interest Proceeds in accordance with the Interest Proceeds Priority of Payments in equal instalments over the immediately following eight Payment Dates (the "**Defaulted Obligation Excess Amounts Distribution Period**"); and (ii) the Investment Manager may at its discretion elect to apply any remaining portion of the Defaulted Obligation Excess Amounts Interest Amount not being so distributed (the "**Defaulted Obligation Excess Amounts Reinvested Amount**"), as Principal Proceeds to purchase additional Collateral Debt Obligations (provided always that the Defaulted Obligation Excess Amounts Reinvested Amount shall be treated as Interest Proceeds for the purposes of determining any Par Value Ratio), and if it so elects, an amount equal to the Defaulted Obligation Excess

Amounts Reinvested Amount may be transferred from the Principal Account to the Interest Account to be paid in equal instalments during the remaining Defaulted Obligation Excess Amounts Distribution Period;

(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 (save for the Counterparty Downgrade Collateral Accounts) (including interest on any Eligible Investments standing to the credit thereof);

(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 Investment Manager in its reasonable discretion (other than (i) fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments which fees and commissions shall be payable into the Principal Account and shall constitute Principal Proceeds or (ii) work-out or restructuring fees of any Defaulted Obligation or Collateral Debt Obligation or any arranging and underwriting fees, which the Investment Manager shall be entitled to retain);

(D) all Scheduled Periodic Asset Swap Counterparty Payments received by the Issuer under an Asset Swap Transaction and all Scheduled Periodic Interest Rate Hedge Counterparty Payments received by the Issuer under an Interest Rate Hedge Transaction;

(E) all accrued interest included in the proceeds of sale of any other Collateral Debt Obligation that are designated by the Investment Manager as Interest Proceeds pursuant to the Investment Management Agreement (provided that no such designation may be made in respect of (i) any Purchased Accrued Interest, (ii) (1) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts or (2) a Defaulted Obligation save for Defaulted Obligation Excess Amounts);

(F) all proceeds received during the related Due Period from any additional issuance of Subordinated Notes that are not reinvested or retained for reinvestment in Collateral Debt Obligations;

(G) all amounts representing the element of deferred interest in any payments received in respect of any Mezzanine Obligation which is not a Defaulted Deferring Mezzanine Obligation which by its contractual terms provides for the deferral of interest;

(H) amounts transferred to the Interest Account from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below;

(I) all 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;

(J) all amounts transferred from the Expense Reserve Account;

(K) any Investment Gains realised in respect of any Collateral Debt Obligation that the Investment Manager determines shall be paid into the Interest Account in accordance with the following provisions:

(1) if, in each case after taking into account payment of such Investment Gains to the Interest Account, (i) the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its Moody's Collateral Value and its S&P Collateral Value) is greater than or equal to the Reinvestment Target Par Balance; (ii) the Minimum Weighted Average Spread Test is satisfied; and (iii) the Moody's Maximum Weighted Average Rating Factor Test is satisfied, the Investment Manager may, in its discretion, determine that Investment Gains shall be paid into the Interest Account upon receipt; or

(2) to the extent that the deposit of such amounts into the Principal Account would, in the sole discretion of the Investment Manager, cause (or would be likely to cause) a Retention Deficiency then Investment Gains in an amount sufficient in order to ensure no Retention Deficiency occurs must be paid into the Interest Account upon receipt;

provided that no such payment shall be permitted unless the Aggregate Collateral Balance (calculated as if for the purpose of determining compliance with the EU Retention Requirements) is equal to or in excess of 104 per cent. of the Reinvestment Target Par Balance;

(L) all amounts transferred from the Collateral Enhancement Account;

(M) any Swap Tax Credit received by the Issuer;

(N) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;

(O) amounts transferred to the Interest Account from the Principal Account in the circumstances described under Condition 3(j)(i) (*Principal Account*); and

(P) on the Issue Date, Interest Proceeds payable to the Interest Account pursuant to Condition 3(l)(i)(M) (*Application of Interest Proceeds on the Issue Date*) below.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Interest Account:

(1) on the Business Day prior to each Payment Date, all Interest Proceeds (save for Swap Tax Credits) standing to the credit of the Interest Account shall be transferred to the Payment Account to the extent required for disbursement pursuant to the Interest Proceeds Priority of Payments save for amounts deposited after the end of the related Due Period;

(2) at any time, funds may be transferred to the relevant Asset Swap Account up to an amount equal to any shortfall in the Balance standing to the credit of such Account with respect to any payment

obligation by the Issuer pursuant to Condition 3(j)(ix) (*Asset Swap Account*) at such time;

(3) at any time, any amounts payable by the Issuer under any Interest Rate Hedge Transaction save for any Interest Rate Hedge Termination Payments that are Defaulted Hedge Termination Payments;

(4) at any time in accordance with the terms of, and to the extent permitted under, the Investment Management Agreement, in the acquisition of Collateral Debt Obligations to the extent that any such acquisition costs represent accrued interest;

(5) at any time, any Swap Tax Credits shall be paid to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement;

(6) on the Business Day following each Determination Date save for: (a) the first Determination Date following the Issue Date; (b) a Determination Date following the occurrence of an Event of Default which is continuing; and (c) the Determination Date immediately prior to any redemption of the Notes in full, any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account; and

(7) on the Business Day prior to the Issue Date, all Interest Proceeds (save for Swap Tax Credits) standing to the credit of the Interest Account shall be transferred to the Payment Account for disbursement on the Issue Date pursuant to the Interest Redemption Proceeds Priority of Payments.

(iii) Unused Proceeds Account

The Issuer will procure that on the Business Day prior to the Issue Date, all Principal Proceeds standing to the credit of the Principal Account are credited to the Unused Proceeds Account.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the applicable sub-ledger of the Unused Proceeds Account:

(1) on or about the Issue Date, such amounts equal to the aggregate of the purchase price for certain Collateral Debt Obligations on or prior to the Issue Date, if any; and

(2) the Balance standing to the credit of the Unused Proceeds Account, to the Principal Account or the Interest Account, in each case, at the discretion of the Investment Manager, acting on behalf of the Issuer, *provided* that as at such date: (i) the Issuer has acquired or entered into binding commitments to acquire Collateral Debt Obligations, the Aggregate Principal Balance (provided that for the purposes of determining the Aggregate Principal Balance, any repayments or prepayments of any Collateral Debt Obligation subsequent to the Issue Date not subsequently reinvested shall be disregarded and the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Moody's Collateral Value) of which equals or exceeds the Reinvestment Target Par Balance (after taking into account any

transfer in (ii)); and (ii) not more than one per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account.

(iv) Payment Account

The Issuer will procure that (i) all Issue Proceeds are paid into the Payment Account on the Issue Date and (ii) 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 cause the Account Bank (acting on the basis of the Payment Date Report), to disburse such amounts in accordance with the Priorities of Payments. No amounts shall be transferred to or withdrawn from the Payment Account at any other time or in any other circumstances.

(v) Counterparty Downgrade Collateral Accounts

The Issuer will procure that all Counterparty Downgrade Collateral transferred pursuant to a Hedge Agreement shall be deposited in a separate account in respect of each Hedge Counterparty. All Counterparty Downgrade Collateral deposited from time to time in any Counterparty Downgrade Collateral Account shall be held and released pursuant to the terms set out below.

The funds or securities credited to a Counterparty Downgrade Collateral Account and any interest or distributions thereon or liquidation proceeds thereof are held separate from and do not form part of Principal Proceeds, Interest Proceeds or of Collateral Enhancement 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 on the books and records of the Custodian from (i) any other funds from any other party held by the Custodian and (ii) from the proprietary assets 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. The Issuer will procure the payment of the following amounts (and shall ensure that no other payments are made, save to the extent required hereunder):

(1) prior to the occurrence or designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" (as defined in the relevant Hedge Agreement) entered into under the relevant Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early, solely in or towards payment or transfer of:

(a) any "Return Amounts" (as defined in the applicable "Credit Support Annex" of the applicable Hedge Agreement);

(b) any "Interest Amounts" and "Distributions" (each as defined in the applicable "Credit Support Annex" of the applicable Hedge Agreement) or such other equivalent amounts representing equivalent payments; and

(c) any return of collateral to the relevant Hedge Counterparty upon a novation of its obligations under such Hedge Agreement to a replacement Hedge Counterparty, directly to such Hedge Counterparty,

in each case in accordance with the terms of the "Credit Support Annex" of the applicable Hedge Agreement;

(2) following the designation of an "Early Termination Date" in respect of all "Transactions" under a Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early where (A) an "Event of Default" (as defined in such Hedge Agreement) in respect of the relevant Hedge Counterparty or an "Additional Termination Event" (as defined in such Hedge Agreement) in relation to which the relevant Hedge Counterparty is the sole "Affected Party" (as defined in such Hedge Agreement) and (B) the Issuer enters into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in such Hedge Agreement), in the following order of priority:

(a) first, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account);

(b) second, in or towards payment of any Hedge Replacement Payment (to the extent not funded from the Hedge Termination Account); and

(c) third, the surplus remaining (if any) (the "**Counterparty Downgrade Collateral Account Surplus**") be transferred to the Principal Account;

(3) following the designation of an "Early Termination Date" in respect of all "Transactions" under a Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early (A) other than in respect of an "Event of Default" (as defined in such Hedge Agreement) in respect of the relevant Hedge Counterparty and other than in respect of an "Additional Termination Event" (as defined in such Hedge Agreement) in relation to which the relevant Hedge Counterparty is the sole "Affected Party" (as defined in such Hedge Agreement) and (B) the Issuer enters into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in such Hedge Agreement) of such Hedge Agreement, in the following order of priority:

(a) first, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account);

(b) second, in or towards payment of any Hedge Replacement Payment (to the extent not funded from the Hedge Termination Account); and

(c) third, the Counterparty Downgrade Collateral Account Surplus to be transferred to the Principal Account; and

(4) following the designation of an "Early Termination Date" (as defined in each Hedge Agreement) in respect of all "Transactions" under a Hedge Agreement pursuant to which all "Transactions" under the relevant Hedge Agreement are terminated early, if for any reason the Issuer is unable to or elects not to enter into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in such Hedge Agreement), in the following order of priority:

(a) first, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account); and

(b) second, the Counterparty Downgrade Collateral Account Surplus to be transferred to the Principal Account.

(vi) Collateral Enhancement Account

The Issuer will procure that, all Collateral Enhancement Obligation Proceeds are credited on receipt into the Collateral Enhancement Account, and that on each Payment Date, any Collateral Enhancement Amount applied in payment into the Collateral Enhancement Account pursuant to paragraph (AA) of the Interest Proceeds Priority of Payments, is credited to the Collateral Enhancement Account.

The Issuer will (at the direction of the Investment Manager which shall be made in its sole discretion) procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Collateral Enhancement Account:

(1) 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;

(2) at any time to the Principal Account (x) during the Reinvestment Period to reinvest in Substitute Collateral Debt Obligations or (y) otherwise for distribution on the next following Payment Date in accordance with the Priorities of Payments (but only to the extent that such payment into the Principal Account would not cause (or would not be likely to cause) a Retention Deficiency);

(3) at any time to the Interest Account for distribution in accordance with the Priorities of Payments;

(4) 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 Investment Management Agreement; and

(5) at any time to purchase any Rated Notes in accordance with Condition 7(j) (*Purchase*).

For the avoidance of doubt, the Investment Manager may, in its sole discretion, but shall not be obliged to, direct the Issuer to transfer all or any portion of the Balance standing to the credit of the Collateral Enhancement Account to the Payment Account to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments.

(vii) 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 Investment Manager, acting on behalf of the Issuer; and

(C) all repayments of collateral to the Issuer originally paid by the Issuer pursuant to (2) below.

The Issuer shall procure payment of the following amounts (and shall ensure that no other amounts are paid) out of the Unfunded Revolver Reserve Account:

(1) all amounts required to fund any drawings under any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation;

(2) in respect of Delayed Drawdown Collateral Debt Obligations or Revolving Obligations, all amounts required to be deposited in the Issuer's name with any third party which satisfies the Rating Requirement applicable to an Account Bank (or if the third party does not satisfy the Rating Requirement applicable to an Account Bank, subject to receipt of Rating Agency Confirmation) as collateral for any 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 Investment Manager acting on behalf of the Issuer and the Trustee);

(3) (x) at any time at the direction of the Investment Manager (acting on behalf of the Issuer) or (y) upon the sale (in whole or in part) of a Revolving Obligation or the reduction, cancellation or expiry of any commitment of the Issuer to make future advances or otherwise extend credit thereunder, any excess of (a) the amount standing to the credit of the Unfunded Revolver Reserve Account over (b) the

sum of the Unfunded Amounts of all Revolving Obligations and Delayed Drawdown Collateral Debt Obligations after taking into account such sale or such reduction, cancellation or expiry of such commitment or notional amount to the Principal Account; and

(4) all interest accrued on the Balance standing to the credit of the Unfunded Revolver Reserve Account from time to time (including capitalised interest received upon the sale, maturity or termination of any Eligible Investment) to the Interest Account.

(viii) Hedge Termination Account

The Issuer will procure that all Hedge Termination Receipts and Hedge Replacement Receipts are paid into the relevant Hedge Termination Account promptly upon receipt thereof.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made save to the extent otherwise permitted) out of the relevant Hedge Termination Account as provided below:

(A) at any time, in the case of any Hedge Replacement Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Termination Payment due and payable to a Hedge Counterparty under the Hedge Transaction being replaced or to the extent not required to make such payment, in payment of such amount to the Principal Account;

(B) at any time, in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Replacement Payment and any other amounts payable by the Issuer upon entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable in accordance with the Investment Management Agreement; and

(C) in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, if:

(1) the Issuer, or the Investment Manager on its behalf, determines not to replace the Hedge Transaction and Rating Agency Confirmation is received in respect of such determination; or

(2) termination of the Hedge Transaction under which such Hedge Termination Receipts are payable occurs on a Redemption Date (other than in connection with a Refinancing); or

(3) to the extent that such Hedge Termination Receipts are not required for application towards costs of entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable,

in payment of such amounts (save for accrued interest thereon) to the Principal Account.

(ix) Asset Swap Account

The Issuer will procure that all amounts due to the Issuer in respect of each Asset Swap Obligation (including, any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction) shall, on receipt, be deposited in the Asset Swap Account maintained in the currency of such Asset Swap Obligation. Additional amounts may also be transferred to the relevant Asset Swap Account from the Interest Account at any

time to the extent of any shortfall in the Balance standing to the credit of the relevant Asset Swap Account in respect of any payment required to be made by the Issuer pursuant to (ii) below at such time.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the relevant Asset Swap Account:

(A) at any time, to the extent of any initial principal exchange amount deposited into the relevant Asset Swap Account in accordance with the terms of and to the extent permitted under the Investment Management Agreement, in the acquisition of Asset Swap Obligations;

(B) Scheduled Periodic Asset Swap Issuer Payments due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction;

(C) Asset Swap Issuer Principal Exchange Amounts (other than any initial asset swap principal exchange amount denominated in Euro and due to an Asset Swap Counterparty pursuant to an Asset Swap Transaction, which shall be paid from the Principal Account or Unused Proceeds Account) due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction; and

(D) cash amounts (representing any excess standing to the credit of the relevant Asset Swap Account after provisioning for any amounts to be paid to any Asset Swap Counterparty pursuant to any Asset Swap Transaction) to the Principal Account after conversion thereof into Euro at the then Applicable Exchange Rate.

(x) Expense Reserve Account

The Issuer shall procure that the following amounts are paid into the Expense Reserve Account:

(A) on the Issue Date, €850,000 (such amount to be taken from the proceeds of the issuance of the Class X Notes only);

(B) any amount applied in payment into the Expense Reserve Account pursuant to paragraph (D) of the Interest Proceeds Priority of Payments; and

(C) any amounts received by the Issuer by way of indemnity payments from third parties ("**Third Party Indemnity Receipts**").

The Issuer shall procure payment of the following amounts (and shall procure that no other amounts are paid) out of the Expense Reserve Account:

(1) other than Third Party Indemnity Receipts, amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to the issue of the Refinancing Notes, the entry into any Interest Rate Hedge Transactions and the entry into the Transaction Documents;

(2) other than Third Party Indemnity Receipts, 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 Investment Manager acting on its behalf);

(3) other than Third Party Indemnity Receipts, 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 receipt of invoices therefor from the relevant creditor, provided that any such payments, in aggregate, shall not cause the balance of the Expense Reserve Account to fall below zero;

(4) on any date, any Third Party Indemnity Receipts due and payable by the Issuer to the Trustee, in an amount which shall not at any time exceed the lesser of (i) the amount paid into the Expense Reserve Account in accordance with paragraph (C) above; and (ii) the amount of any indemnity payments payable by the Issuer to the Trustee. Any such amount so paid shall not be taken into account for the purposes of the application of the Senior Expenses Cap; and

(5) any Third Party Indemnity Receipts in excess of (4) above shall be transferred to the Interest Account on the Business Day prior to each Payment Date for application in accordance with the Interest Proceeds Priority of Payments on such Payment Date.

(xi) Interest Smoothing Account

On the Business Day following each Determination Date save for:

(A) the first Determination Date following the Issue Date;

(A) each Determination Date following the occurrence of an Event of Default which is continuing;

(B) the Determination Date immediately prior to any redemption of the Notes in full; and

(C) any Determination Date on or following the occurrence of a Frequency Switch Event,

the Interest Smoothing Amount (if any) shall be credited to the Interest Smoothing Account from the Interest Account.

The Issuer shall procure, on the Business Day falling after the Payment Date following the Determination Date on which any Interest Smoothing Amount was transferred to the Interest Smoothing Account, such Interest Smoothing Amount to be transferred to the Interest Account.

(k) Unscheduled Payment Dates

The Issuer or the Investment Manager on its behalf may (and shall, in either case, 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) such date is a Business Day falling after the date upon which the Rated Notes have been repaid or redeemed in full;

(ii) such date falls no less than 5 Business Days after the Investment Manager (on behalf of the Issuer) has notified the Trustee, the Collateral Administrator, the Principal Paying Agent and the Noteholders (in accordance with Condition 16 (*Notices*)) of such designation in writing;

(iii) such date falls more than 5 Business Days prior to the next following Scheduled Payment Date; and

(iv) such date falls no less than 5 Business Days after the immediately preceding Scheduled Payment Date and no less than 5 Business Days after any prior Unscheduled Payment Date.

(l) Payments on the Issue Date in connection with an Optional Redemption in whole

The Collateral Administrator shall (on the basis of the Payment Date Report prepared as of the Determination Date applicable to the Refinanced Notes (the terms "Payment Date Report", "Due Period" and "Determination Date" being as defined in the Original Trust Deed)), on behalf of the Issuer on the Issue Date cause the Account Bank to disburse Interest Proceeds and the Issue Proceeds transferred to the Payment Account, in each case, in accordance with the following:

(i) Application of Interest Proceeds on the Issue Date

Subject as further provided below, Interest Proceeds in respect of the Due Period relating to the Issue Date shall be paid on the Issue Date in the following order of priority:

(A) to the payment of accrued and unpaid Trustee Fees and Expenses other than those Trustee Fees and Expenses incurred in connection with the issuance of the Refinancing Notes;

(B) to the payment of Administrative Expenses in the priority stated in the definition thereof other than any Administrative Expenses incurred in connection with the issuance of the Refinancing Notes;

(C) to the payment:

(1) *firstly*, to the Investment Manager of the Senior Investment Management Fee due and payable on such Issue Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority) (save for any Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts) except that the Investment Manager may, in its sole discretion, elect to (x) designate for reinvestment or (y) defer payment of some or all of the amounts that would have been payable to the Investment Manager under this paragraph (C) (any such amounts, being "**Deferred Senior Investment Management Amount**") on the Issue Date, provided that any such amount in the case of (x) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations (provided that the Investment Manager determines in its sole discretion that any such deposit to the Principal Account would not cause (or would not be likely to cause) a Retention Deficiency) and (b) not be treated as unpaid for the purposes of this paragraph (C) or paragraph (J) below or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (D) through (I) below and (K) below, subject to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied; and

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

(D) to the payment:

(1) *firstly*, on a pro rata basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid out of the Interest Account) and Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Asset Swap Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments) (to the extent not paid out of the Hedge Termination Account); and

(2) *secondly*, on a pro rata basis, any Hedge Replacement Payments (to the extent not paid out of the Hedge Termination Account);

(E) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class A Notes comprising accrued interest due and payable thereon;

(F) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class B Notes comprising accrued interest due and payable thereon;

(G) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class C Notes comprising accrued interest due and payable thereon;

(H) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class D Notes comprising accrued interest due and payable thereon;

(I) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class E Notes comprising accrued interest due and payable thereon;

(J) to the payment on a *pro rata* basis of the portion of the Redemption Price of the Original Class F Notes comprising accrued interest due and payable thereon;

(K) to the payment:

(1) *firstly*, to the Investment Manager of the Subordinated Investment Management Fee due and payable on such Issue Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority) until such amount has been paid in full except that the Investment Manager may, in its sole discretion, elect to (x) designate for reinvestment or (y) defer payment of any Deferred Subordinated Investment Management Amounts on the Issue Date, provided that any such amount in the case of (x) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations (*provided* that the Investment Manager determines in its sole discretion that any such deposit to the Principal Account would not cause (or would not be likely to cause) a Retention Deficiency) and

(b) not be treated as unpaid for the purposes of this paragraph (K) or in the case of (y), shall be applied to the payment of amounts in accordance with paragraph (L) below, subject to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Issue Date of any amounts to be so applied;

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

(3) *thirdly*, at the election of the Investment Manager (at its sole discretion) to the Investment Manager in payment of any previously Deferred Senior Investment Management Amounts and any Deferred Subordinated Investment Management Amounts;

(L) to the payment on a *pro rata* basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty not paid in accordance with paragraph (D) above;

(M) to the Interest Account in an amount determined by the Investment Manager for distribution on the first Payment Date in accordance with the Interest Proceeds Priority of Payments; and

(N)

(1) if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds to the payment of interest on the Subordinated Notes on a *pro rata* basis, until the Incentive Investment Management Fee IRR Threshold is reached; and

(2) if, after taking into account all prior distributions to Subordinated Noteholders in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments and any distributions to be made to Subordinated Noteholders on the Issue Date, the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to the Issue Date):

(a) *firstly*, 15 per cent. of any remaining Interest Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Investment Management Fee referred to in (a) above (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Interest Proceeds, to the payment of interest on the Subordinated Notes on a *pro rata* basis.

(ii) Application of Issue Proceeds on the Issue Date

Subject as further provided below, the Issue Proceeds shall be paid on the Issue Date in the following order of priority:

(A) to the payment of the amounts referred to in paragraph (A) of the Interest Redemption 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 (B) of the Interest Redemption Proceeds Priority of Payments but only to the extent not paid in full thereunder;

(C) to the payment on a pro rata basis of the Redemption Prices of the Original Class A Notes, the Original Class B Notes, the Original Class C Notes, the Original Class D Notes, the Original Class E Notes and the Original Class F Notes in accordance with the Note Payment Sequence and, in respect of the portion comprising accrued interest due and payable thereon to the extent not paid in full under the Interest Redemption Proceeds Priority of Payments; and

(D) any remaining Issue Proceeds to the credit of the Unused Proceeds Account.

(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 cause the Account Bank to disburse Refinancing Proceeds received in respect of the Optional Redemption in part of any Class or Classes of Rated Notes and Partial Redemption Interest Proceeds transferred to the Payment Account, shall be paid on the Partial Redemption Date in each case, in accordance with the following order of priority:

(A) to the payment of accrued and unpaid Trustee Fees and Expenses, to the extent incurred in connection with such Optional Redemption in part;

(B) to the payment of Administrative Expenses in the priority stated in the definition thereof, to the extent incurred in connection with any Optional Redemption in part; and

(C) to the redemption on a pro rata basis of the Class or Classes of Rated Notes to be redeemed in part at the applicable Redemption Prices in accordance with the Note Payment Sequence (in the case of any Partial Redemption Date that is a Payment Date without duplication of any amounts received by any Class of Notes pursuant to the Principal Proceeds Priority of Payment, the Interest Proceeds Priority of Payment and Post-Acceleration Priority of Payments);

(D) 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 owed to the Secured Parties under the Notes of each Class, the Trust Deed, the Agency Agreement, the Subscription Agreement, the Investment Management Agreement and any other Transaction Document are secured in favour of the Trustee for the benefit of the Secured Parties by:

(i) an assignment by way of security of all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Securities, Collateral Enhancement

Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts) and any other investments (other than the Counterparty Downgrade Collateral), in each case held by the Issuer from time to time (where such rights are contractual rights (other than contractual rights the assignment of which would require the consent of a third party or the entry by the Trustee into an intercreditor agreement or deed) and where such contractual rights arise other than under securities), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

(ii) a first fixed charge and first priority security interest granted over all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Securities, Collateral Enhancement Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts) and any other investments (other than 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 paragraph (i) above and which are capable of being the subject of a first fixed charge and first priority security interest), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

(iii) a first fixed charge over all present and future rights of the Issuer in respect of each of the Accounts and all moneys from time to time standing to the credit of such Accounts and the debts represented thereby and including, without limitation, all interest accrued and other moneys received in respect thereof, subject to, in the case of each Counterparty Downgrade Collateral Account, the rights of a Hedge Counterparty pursuant to the terms of the applicable Hedge Agreement and these Conditions respectively (or, in each case, any security interest entered into by the Issuer in relation thereto);

(iv) a first fixed charge and first priority security interest (where the applicable assets are securities) over, or an assignment by way of security (where the applicable rights are contractual obligations) of, all present and future rights of the Issuer in respect of any Counterparty Downgrade Collateral standing to the credit of each Counterparty Downgrade Collateral Account; including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof and over each Counterparty Downgrade Collateral Account and all moneys from time to time standing to the credit of each Counterparty Downgrade Collateral Account and the debts represented thereby, subject, in each case, to the rights of any Hedge Counterparty to Counterparty Downgrade Collateral pursuant to the terms of the relevant Hedge Agreement and these Conditions and any security interest entered into by the Issuer 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 contained in 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 Investment Management Agreement and all sums derived therefrom;

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

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

(x) an assignment by way of security of all the Issuer's present and future rights under the Risk Retention Letter and all sums derived therefrom;

(xi) an assignment by way of security of all the Issuer's present and future rights under the Collateral Acquisition Agreements and all sums derived therefrom;

(xii) an assignment by way of security of all of the Issuer's present and future rights under any other Transaction Document not listed above and all sums derived therefrom;

(xiii) a first equitable charge over all of the Issuer's future right, title and interest (and all entitlements or other benefits relating thereto) in any Blocker Subsidiaries that may be incorporated from time to time; and

(xiv) a floating charge over the whole of the Issuer's undertaking and assets to the extent that such undertaking and assets are not subject to any other security created pursuant to the Trust Deed,

excluding for the purpose of (i) to (xiv) above, (A) any and all assets, property or rights which are pledged pursuant to the Euroclear Security Agreement; and (B) the Issuer's rights to the Irish Excluded Assets.

The security will extend to the ultimate balance of obligations of the Issuer owed to the Secured Parties, regardless of any intermediate payment or discharge in part.

The security created pursuant to paragraphs (i) to (xiv) above is granted to the Trustee for itself and as trustee for the 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 and (if a title transfer arrangement) to the extent that no equivalent amount is owed to the Hedge Counterparty pursuant to the relevant Hedge Agreement and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) which shall be held solely for the benefit of such Hedge Counterparty in order to secure the Issuer's obligations to the Hedge Counterparty to account for the relevant amount. The security will extend to the ultimate balance of all sums payable by the Issuer to the Secured Parties 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 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 Investment Management Agreement, if no Event of Default has occurred and is continuing, the Issuer (or the Investment Manager acting on behalf of 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 (to the extent required):

(1) by way of a first priority security interest to a Hedge Counterparty over:

(A) the Counterparty Downgrade Collateral deposited by such Hedge Counterparty in the Counterparty Downgrade Collateral Account related to such Hedge Counterparty including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof; and

(B) the Counterparty Downgrade Collateral Account related to such Hedge Counterparty, all moneys from time to time standing to the credit of such Counterparty Downgrade Collateral Account and the debts represented thereby including without limitation, all interest accrued and other moneys received in respect thereof,

as security for the Issuer's obligations to apply, repay or return such Counterparty Downgrade Collateral pursuant to the terms of the applicable Hedge Agreement and these Conditions (subject to such security documentation as may be agreed between such third party, the Investment Manager acting on behalf of the Issuer and the Trustee). For the avoidance of doubt, the Issuer may grant such security interest directly to the Hedge Counterparty; and/or

(2) by way of a first priority security interest over amounts representing all or part of the Unfunded Amount of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation and deposited in its name with a third party as security for any payment obligations of the Issuer in respect of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation including but not limited to reimbursement or indemnification obligation of the Issuer owed to any other lender under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, subject to the terms of Condition 3(j)(vii) (*Unfunded Revolver Reserve Account*) (including Rating Agency Confirmation).

All deeds, documents, assignments, instruments, bonds, notes, negotiable instruments, papers and any other instruments comprising, evidencing, representing and/or transferring the Portfolio will be deposited with or held by or on behalf of the Custodian until the security over such obligations is irrevocably discharged in accordance with the provisions of the Trust Deed. If the ratings of the Custodian are downgraded to below the Rating Requirement or withdrawn, the Issuer shall use reasonable endeavours to procure that a replacement Custodian with the Rating Requirement and who is acceptable to the Trustee is appointed in accordance with the provisions of the Agency Agreement.

Pursuant to the terms of the Trust Deed, the Trustee is exempted from any liability in respect of any loss or theft or reduction in value of the Collateral, from any obligation to insure the Collateral and from any claim arising from the fact that the Collateral is held in a clearing system or in safe custody by the Custodian, a bank or other custodian. The Trustee has no responsibility for ensuring that the Custodian, the Account Bank, the Principal Paying Agent or any Hedge Counterparty satisfies the Rating Requirement applicable to it or, in the event of its failure to satisfy such Rating Requirement, to procure the appointment of a replacement custodian, account bank, principal paying agent or hedge counterparty. The Trustee has no responsibility for the management of the Portfolio by the Investment Manager or to supervise the administration of the Portfolio by the Collateral Administrator or the performance of its functions by any other party and is entitled to rely on the certificates, statements or notices of any relevant party without further enquiry and without liability. The Trust Deed also provides that the Trustee shall accept without investigation, requisition or objection such right, benefit, title and interest, if any, as the Issuer may have in and to any of the Collateral and is not bound to make any investigation into the same or into the Collateral in any respect.

Pursuant to the Euroclear Security Agreement, the Issuer has also created in favour of the Trustee on behalf of the Secured Parties, a Belgian law pledge over the Collateral Debt Obligations from time to time held by the Custodian on behalf of the Issuer in Euroclear.

(b) Application of Proceeds upon Enforcement

The Trust Deed provides that the net proceeds of realisation of, or enforcement with respect to the security over, the Collateral constituted by the Trust Deed, shall be applied in accordance with the priority of payments set out in Condition 11 (*Enforcement*).

(c) Limited Recourse and Non-Petition

The obligations of the Issuer to pay amounts due and payable in respect of the Notes and to the other Secured Parties at any time shall be limited to the proceeds available at such time to make such payments in accordance with the Priorities of Payments. If the net proceeds of realisation of the security constituted by the Trust Deed and the Euroclear Security Agreement, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Notes and to the other Secured Parties (such negative amount being referred to herein as a "**shortfall**"), the obligations of the Issuer in respect of the Notes of each Class and its obligations to the other Secured Parties in such circumstances will be limited to such net proceeds, which shall be applied in accordance with the Priorities of Payments. In such circumstances, the other assets (including the Issuer Irish Account and the Issuer's rights under the Corporate Services Agreement) of the Issuer will not be available for payment of such shortfall which shall be borne by the Class X Noteholders and the Class A Noteholders (on a *pro rata* and *pari passu* basis), the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Subordinated Noteholders and the other Secured Parties in accordance with the Priorities of Payments (applied in reverse order). The rights of the Secured Parties to receive any further amounts in respect of such obligations shall be extinguished and none of the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the Noteholders of any Class, the Trustee or the other Secured Parties (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer or any Blocker Subsidiary, or join in any institution against the Issuer or any Blocker Subsidiary of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes of any Class, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer or any Blocker Subsidiary which is initiated by another non-Affiliated party or taking proceedings to obtain a declaration as to the obligations of the Issuer and without limitation to the Trustee's right to

enforce and/or realise the security constituted by the Trust Deed and the Euroclear Security Agreement (including by appointing a Receiver).

In addition, none of the Noteholders or any of the other Secured Parties shall have any recourse against any Director, shareholder or officer of the Issuer in respect of any obligations, covenants or agreements entered into or made by the Issuer pursuant to the terms of these Conditions or any other Transaction Document to which the Issuer is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

None of the Trustee, the Directors, the Initial Purchaser, the Investment Manager or any Agent has any obligation to any Noteholder of any Class for payment of any amount by the Issuer in respect of the Notes of any Class.

(d) Exercise of Rights in Respect of the Portfolio

Pursuant to the Investment Management Agreement, the Issuer authorises the Investment Manager, prior to enforcement of the security over the Collateral, to exercise all rights and remedies of the Issuer in its capacity as a holder of, or person beneficially entitled to, the Portfolio. In particular, the Investment Manager is authorised, subject to any specific direction given by the Issuer, to attend and vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) under, the Portfolio and to give any consent, waiver, indulgence, time or notification, make any declaration or agree any composition, compounding or other similar arrangement with respect to any obligations forming part of the Portfolio.

(e) Information Regarding the Collateral

The Issuer shall procure that a copy of each Monthly Report and any Payment Date Report is made available upon publication, to each Noteholder of each Class, to the Trustee, the Investment Manager, each Hedge Counterparty and each Rating Agency via the Collateral Administrator's website currently located at https://gctinvestorreporting.bnymellon.com. It is not intended that such Reports will be made available in any other format, save in limited circumstances with the Collateral Administrator's agreement. The Collateral Administrator's website does not form part of the information provided for the purposes of the Prospectus 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.

5. **Covenants of and Restrictions on the Issuer**

(a) Covenants of the Issuer

Unless otherwise provided and as more fully described in the Trust Deed, the Issuer covenants to the Trustee on behalf of the holders of the Notes that, for so long as any Note remains Outstanding, the Issuer will:

(i) take such steps as are reasonable to enforce all of its rights:

(A) under the Trust Deed;

(B) in respect of the Collateral;

(C) under the Agency Agreement;

(D) under the Investment Management Agreement;

(E) under the Subscription Agreement;

(F) under the Corporate Services Agreement;

(G) under the Collateral Acquisition Agreements;

(H) under the Risk Retention Letter;

(I) under any Hedge Agreements;

(J) under the Euroclear Security Agreement (if applicable);

(K) under the Share Charge; and

(L) under any other Transaction Document;

(ii) comply with its obligations under the Notes, the Trust Deed, the Agency Agreement, the Subscription Agreement, the Investment Management Agreement and each other Transaction Document to which it is a party;

(iii) keep proper books of account;

(iv) at all times maintain its tax residence in Ireland and, for the avoidance of doubt, outside the United Kingdom, for the purpose of United Kingdom taxation, and outside the United States, for the purpose of United States taxation and will not establish a branch, agency, permanent establishment (and in this regard no account shall be taken of the activities which the Investment Manager or the Collateral Administrator carries out on behalf of the Issuer pursuant to the Investment Management Agreement irrespective of whether such activities constitute a permanent establishment or not and for this purpose "permanent establishment" shall be construed pursuant to section 1141 of the Corporation Tax Act 2010) or place of business or register as a company in the United Kingdom, the United States or any other jurisdiction outside Ireland and shall not do or permit anything within its control which might result in its residence being considered to be outside Ireland for tax purposes;

(v) conduct its business and affairs in accordance with its Constitution from within Ireland such that, at all times:

(A) it shall maintain its registered office in Ireland;

(B) it shall maintain its central management and control and its place of effective management only in Ireland and in particular shall not be treated as being resident in any other jurisdiction under any double taxation treaties entered into by Ireland or otherwise;

(C) it shall 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 all meetings of the Directors shall be held in Ireland and all the Directors (acting independently) shall exercise their authority only from and within Ireland by taking all major strategic decisions relating to the Issuer in Ireland pursuant to and in accordance with the Transaction Documents;

(D) it shall not open any office or branch or place of business outside of Ireland; and

(E) it shall not knowingly take any action (save to the extent necessary for the Issuer to comply with its obligations under the Transaction Documents) which will cause its "centre of main interests" (within the meaning of European Council Regulation No. 1346/2000 on Insolvency Proceedings (the "**Insolvency Regulations**")) to be located in any jurisdiction other than Ireland and will not establish any offices, branches or other establishments (as defined in the Insolvency Regulations) or register as a Company in any jurisdiction other than Ireland;

(vi) it shall at all times maintain a board of Directors with a majority of Independent Directors. For the purposes of this provision "**Independent Director**" means a duly appointed member of the board of Directors of the Issuer who was not, at the time of such appointment, or at any time in the preceding five years, (i) a direct or indirect legal or beneficial owner of any of the Secured Parties or their respective Affiliates, (ii) a creditor, supplier, employee, officer, director, family member, manager or contractor of any of the Secured Parties or their respective Affiliates, or (iii) a person who controls (whether directly, indirectly, or otherwise) any of the Secured Parties or their respective Affiliates, provided that an employee or a director of the Corporate Services Provider shall be considered an Independent Director;

(vii) pay its debts generally as they fall due;

(viii) do all such things as are necessary to maintain its corporate existence;

(ix) use its best endeavours to obtain and maintain the listing on the regulated market of the Irish Stock Exchange of the outstanding Notes of each Class. If, however, it is unable to do so, having used such endeavours, or if the maintenance of such listings are agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the holders of the Outstanding Notes of each Class would not thereby be materially prejudiced, the Issuer will instead use all reasonable endeavours promptly to obtain and thereafter to maintain a listing for such Notes on such other stock exchange(s) as it may (with the approval of the Trustee) decide, provided that such other stock exchange is a recognised stock exchange for the purposes of Section 64 of the Taxes Act 1997;

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

(xi) 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; and

(xii) ensure that its tax residence is and remains at all times solely in Ireland for Irish tax purposes.

(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 (vii) only, subject to Rating Agency Confirmation from Moody's):

(i) sell, factor, discount, transfer, assign, lend or otherwise dispose of any of its right, title or interest in or to the Collateral, other than in accordance with the Investment Management Agreement, nor will it create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over the Collateral except in accordance with the Trust Deed, these Conditions or the Transaction Documents;

(ii) sell, factor, discount, transfer, assign, lend or otherwise dispose of, nor create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over, any of its other property or assets or any part thereof or interest therein other than in accordance with the Trust Deed, these Conditions or the Transaction Documents;

(iii) except as expressly permitted by the Transaction Documents, engage in activities other than purchasing, holding and selling Eligible Assets and activities related to or incidental to investment in such Eligible Assets;

(iv) engage in any business other than the holding or managing or both the holding and managing, in each case in Ireland, of "qualifying assets" within the meaning of Section 110 of the Taxes Act 1997 and in connection therewith shall not engage in any business other than:

(A) acquiring and holding any property, assets or rights that are capable of being effectively secured in favour of the Trustee or that are capable of being held on trust by the Issuer in favour of the Trustee under the Trust Deed;

(B) issuing and performing its obligations under the Notes;

(C) entering into, exercising its rights and performing its obligations under or enforcing its rights under the Trust Deed, the Agency Agreement, the Investment Management Agreement and each other Transaction Document to which it is a party, as applicable; or

(D) performing any act incidental to or necessary in connection with any of the above;

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

(vi) agree to any amendment to any provision of, or grant any waiver or consent under the Trust Deed, the Agency Agreement, the Subscription Agreement, the Investment Management Agreement, the Corporate Services Agreement or any other Transaction Document to which it is a party;

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

(A) the Notes (including the issuance of additional Notes pursuant to Condition 17 (*Additional Issuances*)) or any document entered into in connection with the Notes or the sale thereof or any additional Notes or the sale thereof;

(B) any Refinancing; or

(C) as otherwise contemplated or permitted pursuant to the Trust Deed or the Investment Management Agreement;

(viii) amend its Constitution (save to the extent necessary to change its name);

(ix) have any subsidiaries or establish any offices, branches or other "establishment" (as that term is used in article 2(h) of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings) outside of Ireland other than any Blocker Subsidiaries;

(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 shares as are 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, prior to the date that is two years and one day after all the related obligations of the Issuer have been paid in full (or, if longer, the applicable preference period under applicable insolvency law), such Person shall not take any action or institute any proceeding against the Issuer or any Blocker Subsidiary under any insolvency law applicable to the Issuer or any Blocker Subsidiary or which would reasonably be likely to cause the Issuer or any Blocker Subsidiary 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 Investment Manager or the Collateral Administrator under the Investment Management Agreement (including, in each case, any transactions entered into thereunder) or, in each case, from any executory obligation thereunder;

(xvi) commingle its assets with those of any other Person or entity;

(xvii) make any election within the meaning of Section 110(6) of the Taxes Act 1997;

(xviii) take any action, or permit any action to be taken, which would cause it to cease to be a "qualifying company" within the meaning of Section 110 of the Taxes Act 1997;

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

(xx) take any action or institute any proceeding against any Blocker Subsidiary under any insolvency law applicable to such Blocker Subsidiary or which would reasonably be likely to cause such Blocker Subsidiary to be subject to or seek protection of, any such insolvency law.

(c) Additional covenant of the Issuer

For so long as the Issuer relies on Rule 3a-7 under the Investment Company Act, the Issuer covenants to the Trustee on behalf of the holders of such Outstanding Notes that (to the extent applicable) it will not 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 Portfolio Acquisition and Disposition Requirements.

6. **Interest**

(a) Payment Dates

(i) Rated Notes

The Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes each bear interest from (and including) the Issue Date and such interest will be payable:

(A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the Payment Date falling on or about 17 July 2017;

(B) following the occurrence of a Frequency Switch Event, semi-annually; and

(C) at all other times, quarterly,

in each case, in arrear on each Payment Date.

(ii) Subordinated Notes

Residual distributions shall be payable on the Subordinated Notes to the extent funds are available in accordance with paragraph (BB) of the Interest Proceeds Priority of Payments, paragraph (R) of the Principal Proceeds Priority of Payments, paragraphs (A) and (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, paragraph (AA) of the Post-Acceleration Priority of Payments and paragraph (N) of Interest Redemption Proceeds Priority of Payments on each Payment Date and shall continue to be payable in accordance with this Condition 6 (*Interest*) notwithstanding redemption in full of any Subordinated Note at its applicable Redemption Price.

Notwithstanding any other provision of these Conditions or the Trust Deed, all references herein and therein to the Subordinated Notes being redeemed in full or at their Principal Amount Outstanding shall be deemed to be amended to the extent required to ensure that a minimum of €1 principal amount of each such Class of Notes remains Outstanding at all times and any amounts which are to be applied in redemption of each such Class of Notes pursuant hereto which are in excess of the Principal Amount Outstanding thereof minus €1, shall constitute interest payable in respect of such Notes and shall not be applied in redemption of the Principal Amount Outstanding thereof, provided always however that such €1 principal shall no longer remain Outstanding and each such Class of Notes shall be redeemed in full on the date on which all of the Collateral securing the Notes has been realised and is to be finally distributed to the Noteholders.

If the aggregate of income and gains earned by the Issuer during an accounting period exceeds the costs and expenses accrued for that period, such excess shall accrue as additional interest on the Subordinated Notes but shall only be payable on any Payment Date following payment in full of amounts payable pursuant to the Priorities of Payments on such Payment Date.

(b) Interest Accrual

(i) Interest Accrual

Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 6 (*Interest*) (both before and after judgment) until whichever is the earlier of (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day following seven days after the Trustee or the Principal Paying Agent has notified the Noteholders of such Class of Notes in accordance with Condition 16 (*Notices*) of receipt of all sums due in respect of all the Notes of such Class up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

(ii) Subordinated Notes

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 remain available for distribution in accordance with the Priorities of Payments.

(c) Deferral of Interest

The Issuer shall, and shall only be obliged to, pay any Interest Amount payable in respect of the Class C Notes, the Class D Notes, the Class E Notes or 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 Payments.

In the case of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, an amount of interest equal to any shortfall in payment of the Interest Amount which would, but for the first paragraph of this Condition 6(c) (*Deferral of Interest*) otherwise be due and payable in respect of such Class of Notes on any Payment Date (each such amount being referred to as "**Deferred Interest**") will not be 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 or the Class F Notes, as applicable and thereafter will accrue interest at the rate of interest applicable to that Class of Notes. The failure to pay such Deferred Interest to the holders of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes will not be an Event of Default until (i) the Maturity Date or any earlier date on which the Notes are redeemed in full or (ii) to the extent any Deferred Interest is payable in accordance with Condition 6(d) (*Payment of Deferred Interest*) and such non-payment gives rise to an Event of Default under Condition 10(a)(i) (*Non-payment of interest*) or Condition 10(a)(iii) (*Default under Priorities of Payments*).

(d) Payment of Deferred Interest

Deferred Interest in respect of any Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes shall only become payable by the Issuer to the extent that Interest Proceeds or Principal Proceeds, as applicable, are available to make such payment in accordance with the Priorities of Payments (and, if applicable, the Note Payment Sequence). For the avoidance of doubt, for so long as any Notes remain Outstanding, Deferred Interest on the Class C Notes, Class D Notes, Class E Notes and/or the Class F Notes, as applicable, will be added to the principal amount of the Class C Notes, Class D Notes, 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, Class D Notes, Class E Notes and/or the Class F Notes, as applicable.

(e) Interest on the Floating Rate Notes

(i) Floating Rate of Interest

The rate of interest from time to time in respect of the Class X Notes (the "**Class X Floating Rate of Interest**"), in respect of the Class A Notes (the "**Class A Floating Rate of Interest**"), in respect of the Class B-2 Notes (the "**Class B-2 Floating Rate of Interest**"), in respect of the Class B-3 Notes (the "**Class B-3 Floating Rate of Interest**"), in respect of the Class C-1 Notes (the "**Class C-1 Floating Rate of Interest**"), in respect of the Class C-2 Notes (the "**Class C-2 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 Interest Determination Date, the Calculation Agent will determine a straight line interpolation of the offered rate for 1 and 3 month Euro deposits by reference to the initial Accrual Period;

(2) in the case of each Interest Determination Date other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine (i) the offered rate for six month Euro deposits; and (ii) the offered rate for three month Euro deposits; and

(3) in the case of each Interest Determination Date following the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for six month Euro deposits or, in the case of the Interest Determination Date in respect of the Accrual Period prior to the Maturity Date, if the Payment Date immediately prior to the Maturity Date falls in April 2030, the offered rate for three month Euro deposits,

the applicable offered rate, the "**Designated Maturity**" and in each case, as at 11.00 am (Brussels time) on the Interest Determination Date in question. 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 X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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) and the relevant EURIBOR rate referred to in (i) paragraph (A)(1) above in respect of the initial Accrual Period; (ii) paragraph (A)(2)(i) or (A)(3) above (as applicable) in respect of any six month Accrual Period; and (iii) paragraph (A)(2)(ii) above in respect of each three month Accrual Period, which so appears, all as determined by the Calculation Agent.

(B) If the offered rate so appearing is replaced by the corresponding rates of more than one bank then paragraph (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 undertake reasonable endeavours to request each of four major banks in the Euro zone interbank market acting in each case through its principal Euro zone office (the "**Reference Banks**") to provide the Calculation Agent with its offered quotation to leading banks for Euro deposits in the Euro zone interbank market for the applicable Designated Maturity as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question. The Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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 the relevant Accrual Period shall be equal to the aggregate of the Applicable Margin (if any) and the arithmetic mean, in each case, (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of such quotations (or of such of them, being at least two, as are so provided), all as determined by the Calculation Agent.

(C) If on any Interest Determination Date one only or none of the Reference Banks provides such quotation, the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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 equal to the aggregate of the Applicable Margin (if any) and, in each case, the last available offered rate for three or six month Euro deposits as applicable as determined by the Calculation Agent.

(D) Where:

"**Applicable Margin**" means:

(1) in the case of the Class X Notes: 0.68 per cent. per annum;

(2) in the case of the Class A Notes: 0.89 per cent. per annum;

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

(4) in the case of the Class B-3 Notes: 1.75 per cent. per annum during the Non-Call Period and 1.55 per cent. per annum following the expiry of the Non-Call Period;

(5) in the case of the Class C-1 Notes: 2.15 per cent. per annum;

(6) in the case of the Class C-2 Notes: 2.35 per cent. per annum during the Non-Call Period and 2.15 per cent. per annum following the expiry of the Non-Call Period;

(7) in the case of the Class D Notes: 3.05 per cent. per annum;

(8) in the case of the Class E Notes: 5.00 per cent. per annum; and

(9) in the case of the Class F Notes: 6.40 per cent. per annum.

Notwithstanding paragraphs (A), (B) and (C) above, if in relation to any Interest Determination Date, EURIBOR in respect of any Floating Rate Notes (other than the Class B-3 Notes and the Class C-2 Notes during the Non-Call Period) 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 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

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 X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes

and the Class F Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The amount of interest (an "**Interest Amount**") payable in respect of each Authorised Integral Amount applicable to any such Notes shall be calculated by applying the Class X Floating Rate of Interest in the case of the Class X Notes, the Class A Floating Rate of Interest in the case of the Class A Notes, the Class B-2 Floating Rate of Interest in the case of the Class B-2 Notes, the Class B-3 Floating Rate of Interest in the case of the Class B-3 Notes, the Class C-1 Floating Rate of Interest in the case of the Class C-1 Notes, the Class C-2 Floating Rate of Interest in the case of the Class C-2 Notes, the Class D Floating Rate of Interest in the case of the Class D Notes, the Class E Floating Rate of Interest in the case of the Class E Notes and the Class F Floating Rate of Interest in the case of the Class F Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of such Authorised Integral Amount, multiplying the product by the actual number of days in the Accrual Period concerned, divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards).

(iii) Reference Banks and Calculation Agent

The Issuer will procure that, so long as any Class X Note, Class A Note, Class B-1 Note, Class B-2 Note, Class B-3 Note, Class C-1 Note, Class C-2 Note, Class D Note, Class E Note or Class F Note remains Outstanding:

(1) 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

(2) if the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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 (2) of Condition 6(e)(i) (*Floating Rate of Interest*), that the number of Reference Banks required pursuant to such paragraph (2) 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) Interest on the Fixed Rate Notes

The Class B-1 Notes bear interest at the rate of 2.25 per cent. per annum (the "**Class B-1 Fixed Rate of Interest**"). The amount of interest (the "**Interest Amount**") payable in respect of each Minimum Denomination or Authorised Integral Amount applicable to any such Notes shall be calculated by the Collateral Administrator by applying 2.25 per cent., to an amount equal to the Principal Amount Outstanding in respect of such Minimum Denomination or Authorised Integral Amount, as applicable, multiplying the product by the actual number of days in the Accrual Period concerned (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each) divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards).

(g) Interest Proceeds in respect of Subordinated Notes

Solely in respect of Subordinated Notes, the Collateral Administrator will on each Determination Date calculate the Interest Proceeds payable to the extent of available funds in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The Interest Proceeds payable on each Payment Date in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto shall be calculated by multiplying the amount of Interest Proceeds to be applied on the Subordinated Notes on the applicable Payment Date pursuant to paragraph (BB) of the Interest Proceeds Priority of Payments, paragraph (R) of the Principal Proceeds Priority of Payments, paragraphs (A) and (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, paragraph (AA) of the Post-Acceleration Priority of Payments and paragraph (N) of the Interest Redemption Proceeds Priority of Payments by fractions equal to the amount of such Authorised Integral Amount, as applicable, divided by the aggregate original principal amount of the Subordinated Notes.

(h) Publication of Floating Rates of Interest, Interest Amounts and Deferred Interest

The Calculation Agent will cause the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 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 Notes, Class D Notes, Class E Notes or Class F Notes for each Accrual Period and Payment Date and the Principal Amount Outstanding of each Class of Notes as of the applicable Payment Date to be notified to the Registrar, the Principal Paying Agent, the Transfer Agents, the Trustee, the Investment Manager and, for so long as the Notes are listed on the regulated market of the Irish Stock Exchange, the Irish Stock Exchange, as soon as possible after their determination but in no event later than the fourth Business Day thereafter, and the Principal Paying Agent shall cause each such rate, amount and date and the occurrence of a Frequency Switch Event (if any and to the extent notified to the Principal Paying Agent in writing by the Investment Manager) to be notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible following notification to the Principal Paying Agent but in no event later than the third Business Day after such notification. The Interest Amounts in respect of the Class X Notes, the Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class C-2 Notes, the Class C-1 Notes, the Class C-2 Notes, the Class D Notes, the Class E Notes and the Class F 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.

(i) Determination or Calculation by Trustee

If the Calculation Agent does not at any time for any reason so calculate the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B-2 Floating Rate of Interest, the Class B-3 Floating Rate of Interest, the Class C-1 Floating Rate of Interest, the Class C-2 Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest or the Class F Floating Rate of Interest for an Accrual Period, the Trustee (or a person appointed by it for the purpose and at the cost of the Issuer) shall do so and such determination or calculation shall be deemed to have been made by the Calculation Agent and shall be binding on the Noteholders. In doing so, the Trustee, or such person appointed by it, shall apply the foregoing provisions of this Condition 6 (*Interest*), with any necessary consequential

amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and reliance on such persons as it has appointed for such purpose. The Trustee shall have no liability to any person in connection with any determination or calculation (including with regard to the timelines thereof) it is required to make pursuant to this Condition 6(i) (*Determination or Calculation by Trustee*).

(j) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them), the Calculation Agent or the Trustee, will (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agents and all Noteholders and (in the absence of its fraud, negligence or wilful misconduct) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition 6(j) (*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 Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes 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 (R) 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 Retention Holder subject to consent of Investment Manager

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer at the applicable Redemption Prices, from Sale Proceeds or any Refinancing Proceeds (or a combination thereof):

(A) on any Business Day falling on or after expiry of the Non-Call Period either (i) at the direction of the Subordinated Noteholders acting by Extraordinary Resolution or (ii) at the direction in writing of the Retention Holder, in each case, as evidenced by duly completed Redemption Notices, and in either case, subject to the prior written consent of the Investment Manager acting in its sole discretion; or

(B) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of (x) the Subordinated Noteholders acting by Extraordinary Resolution or (y) the Retention Holder, in each case, as evidenced by duly completed Redemption Notices.

(ii) Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder

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 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 the Subordinated Noteholders acting by Ordinary Resolution, as evidenced by duly completed Redemption Notices, or at the written direction of the Investment Manager or the Retention Holder, in each case subject to the prior written consent of the Investment Manager acting in its sole discretion. No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed represents the entire Class of such Rated Notes (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes or (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes).

(iii) Optional Redemption in Whole - Investment Manager or Retention Holder Clean-up Call

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer, at the applicable Redemption Prices, from Sale Proceeds on any Payment Date 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 15 per cent. of the Target Par Amount and if directed in writing by the Investment Manager or the Retention Holder.

(iv) Terms and Conditions of an Optional Redemption

In connection with any Optional Redemption:

(A) the Issuer shall procure that at least 30 days' prior written notice of such Optional Redemption, including the applicable Redemption Date, and the relevant Redemption Price therefor, is given to the Trustee and the Noteholders in accordance with Condition 16 (*Notices*);

(B) the Rated Notes to be redeemed shall be redeemed at their applicable Redemption Prices (subject, in the case of an Optional Redemption of the Rated Notes in whole, to the right of holders of 100 per cent. of the aggregate Principal Amount Outstanding of any Class of Rated Notes to elect to receive less than 100 per cent. of the Redemption Price that would otherwise be payable to the holders of such Class of Rated Notes). Such right shall be exercised by delivery by each holder of the relevant Class of Rated Notes of a written direction confirming such holder's election to receive less than 100 per cent. of the Redemption Price that would otherwise be payable to it, together with evidence of their holding to the Issuer, the Trustee and the Investment Manager no later than 25 days (or such shorter period of time as may be agreed by the Trustee and the Investment Manager, acting reasonably) prior to the relevant Redemption Date;

(C) any such redemption must comply with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*); and

(D) any redemption in part of the Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*) may be effected from Refinancing Proceeds in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below.

(v) Optional Redemption effected in whole or in part through Refinancing

Following receipt of, or as the case may be, confirmation from the Registrar of receipt of a direction in writing from the required party or requisite percentage of Noteholders, 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 Retention Holder subject to consent of Investment Manager*) or Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*), the Issuer may:

(A) in the case of a redemption in whole of all Classes of Rated Notes in accordance with 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*) (1), enter into a loan (as borrower thereunder) with one or more financial institutions; or (2) issue replacement notes; and

(B) in the case of a redemption in part of the entire Class of a Class of Rated Notes (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes or (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes) in accordance with Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*), issue replacement notes (each, a "**Refinancing Obligation**"), whose terms in each case will be negotiated by the Investment Manager on behalf of the Issuer,

(any such refinancing, a "**Refinancing**"), provided that any Refinancing shall be subject to the prior written consent of the Investment Manager acting in its sole discretion.

Refinancing Proceeds shall be applied in addition to (or in place of) Sale Proceeds in the redemption of the Rated Notes in whole pursuant to Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*). In addition, Refinancing Proceeds may be applied in the redemption of the Rated Notes in part by Class (or, (i) in relation to the Class B Notes, the redemption in whole of the Class B-1 Notes and/or the Class B-2 Notes and/or the Class B-3 Notes or (ii) in relation to the Class C Notes, the redemption in whole of the Class C-1 Notes and/or the Class C-2 Notes) pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*).

(C) Refinancing in relation to a Redemption in Whole

In the case of a Refinancing in relation to the redemption of all Classes of Rated Notes in whole but not in part pursuant to Condition 7(b)(i) (*Optional Redemption*

in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager) as described above, such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to S&P and Moody's;

(2) any issuance of replacement notes is consented to by the Investment Manager and would not result in non-compliance with the EU Retention Requirements or the U.S. Risk Retention Rules;

(3) all Refinancing Proceeds, all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments and all other available funds will be at least sufficient to pay any Refinancing Costs and all amounts due and payable in respect of all Classes of Notes save for the Subordinated Notes (including without limitation Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority thereto (subject to any election of a Class of Noteholders to receive less than 100 per cent. of Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments;

(4) all Principal Proceeds, Refinancing Proceeds, Sale Proceeds, if any, and other available funds are used (to the extent necessary) to make such redemption;

(5) 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

(6) all Refinancing Proceeds and all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments, are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee by the Investment Manager upon which certification the Trustee shall rely without liability and without further enquiry.

(D) Refinancing in relation to a Redemption in Part of a Class or Classes of Notes in whole

In the case of a Refinancing in relation to a redemption of the Rated Notes in part of any Class or Classes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*), such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to S&P and Moody's;

(2) any issuance of replacement notes is consented to by the Investment Manager and would not result in non-compliance with the EU Retention Requirements or the U.S. Risk Retention Rules;

(3) the Refinancing Obligations are in the form of notes;

(4) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption;

(5) the sum of (A) the Refinancing Proceeds and (B) Partial Redemption Interest Proceeds will be at least sufficient to pay in full:

(a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption; *plus*

(b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses incurred in connection with such Refinancing;

(6) the Refinancing Proceeds are used (to the extent necessary) to make such redemption;

(7) the Refinancing Proceeds and Partial Redemption Interest Proceeds are applied in accordance with the Partial Redemption Priority of Payments;

(8) 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;

(9) the aggregate principal amount of the Refinancing Obligations in respect of each Class of Notes being redeemed is equal to the aggregate Principal Amount Outstanding of the relevant Class of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;

(10) 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;

(11) the interest rate of any Refinancing Obligations will not be greater than the interest rate of the Rated Notes subject to such Optional Redemption;

(12) payments in respect of the Refinancing Obligations are subject to the Priorities of Payments and do not rank higher in priority pursuant to the Priorities of Payments than the relevant Class or Classes of Rated Notes being redeemed;

(13) the voting rights, consent rights, redemption rights (other than any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem by refinancing the Refinancing Obligations) and all other rights of the Refinancing Obligations are the same as the rights of the corresponding Class of Rated Notes being redeemed; and

(14) all Refinancing Proceeds are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee by the Investment Manager upon which certification the Trustee shall rely without liability and without further enquiry.

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 Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*). Such cancellation shall not constitute an Event of Default.

None of the Issuer, the Investment Manager, the Collateral Administrator or the Trustee shall be liable to any party, including the Subordinated Noteholders, for any failure to obtain a Refinancing (including as a result of the Investment Manager determining in its sole discretion not to provide its consent thereto).

(E) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed to the extent the Issuer certifies to the Trustee (upon which certification the Trustee shall rely without liability and without further enquiry) that such modification is necessary to reflect the terms of the Refinancing (including any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem by refinancing the Class or Classes of Notes subject to a Refinancing). No further consent for such amendments shall be required from the holders of Notes.

The Trustee will not be obliged to enter into any modification which, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, indemnities or protections, of the Trustee in respect of the Transaction Documents, and the Trustee will be entitled to conclusively rely upon an officer's certificate of the Issuer and/or opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgement of counsel delivering such opinion of counsel) provided by the Issuer to the effect that such amendment meets the requirements specified above and is permitted under the Trust Deed without the consent of the holders of the Notes (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds).

(vi) Optional Redemption in whole of all Classes of Notes effected through Liquidation only

Following receipt of notice from the Issuer or, as the case may be, of confirmation from the Registrar of a direction in writing from the required party or requisite percentage of Noteholders, as the case may be, in accordance with Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders or Retention Holder subject to consent of Investment Manager*), Condition 7(f) (*Redemption Following Note Tax Event*) or Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders, Investment Manager or Retention Holder*) to exercise any right of optional redemption pursuant to this Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) to be effected solely through the liquidation or realisation of the Collateral, the Collateral Administrator shall, as soon as practicable, and in any event not later than 17 Business Days prior to the scheduled Redemption Date (the "**Redemption Determination Date**") provided that it has received such notice or confirmation at least 20 Business Days prior to

the Scheduled Redemption Date, calculate the Redemption Threshold Amount in consultation with the Investment Manager. The Investment Manager or any of its Affiliates will be permitted to purchase Collateral Debt Obligations in the Portfolio on arm's length terms where the Subordinated Noteholders or the Retention Holder exercise their right of early redemption pursuant to this Condition 7(b) (*Optional Redemption*).

The Notes shall not be optionally redeemed where such Optional Redemption is to be effected solely through the liquidation or realisation of the Portfolio unless:

(A) at least five Business Days before the scheduled Redemption Date the Investment Manager shall have furnished to the Trustee a certificate (upon which certificate the Trustee may rely upon absolutely and without further liability or enquiry), signed by an officer of the Investment Manager, that the Investment Manager, on behalf of the Issuer, has entered into a binding agreement or agreements with a financial or other institution or institutions (which (a) either (x) has a short-term senior unsecured rating of "P-1" by Moody's or (y) in respect of which Rating Agency Confirmation from Moody's has been obtained and (b) either (x) has a long-term issuer credit rating of at least "A" by S&P and a short-term issuer credit rating of at least "A-1" by S&P or, if it does not have such a short-term issuer credit rating by S&P, a long-term issuer credit rating of at least "A+" by S&P, or (y) in respect of which a Rating Agency Confirmation from S&P has been obtained) to purchase (directly or by participation or other arrangement) from the Issuer, not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Portfolio at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date, to meet the Redemption Threshold Amount; or

(B) (i) prior to selling any Collateral Debt Obligations and/or Eligible Investments, the Investment Manager certifies to the Trustee that, in its judgement, the aggregate sum of (x) expected proceeds from the sale of Eligible Investments, and (y) for each Collateral Debt Obligation, the product of its Principal Balance and its Market Value, shall be at least sufficient to meet the Redemption Threshold Amount; and

(ii) at least one Business Day before the scheduled Redemption Date, the Issuer shall have received proceeds of disposition of all or part of the Portfolio at least sufficient to meet the Redemption Threshold Amount.

Prior to the scheduled Redemption Date, the Collateral Administrator shall give notice to the Trustee in writing of the amount of all expenses incurred by the Issuer up to and including the scheduled Redemption Date in effecting such liquidation.

Any certification delivered by the Investment Manager pursuant to this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*) must include (1) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Debt Obligations and/or Eligible Investments and (2) all calculations required by this Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) (as applicable). The Trustee shall rely upon such certification without further enquiry and without liability. Any Noteholder, the Investment Manager or any of the Investment Manager's Affiliates shall have the right, subject to the same terms and conditions afforded to other bidders, to bid on

Collateral Debt Obligations to be sold as part of an Optional Redemption pursuant to this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*).

If neither condition (A) nor (B) above is satisfied on the Business Day falling immediately prior to the Redemption Date, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*).

Such cancellation shall not constitute an Event of Default.

If the condition in (B)(i) is satisfied and the condition in (B)(ii) above is not satisfied on the Business Day immediately prior to the Redemption Date solely as result of the fact that one or more of the trades has not been settled on or prior to that date, the Issuer shall give notice of such to the Trustee, the Collateral Administrator and the Noteholders in accordance with Condition 16 (*Notices*) and the Subordinated Noteholders (acting by Ordinary Resolution) shall have the right to elect to direct the Issuer to redeem the Notes on a date falling not less than 3 Business Days after the first date notified to Noteholders as the date of such redemption (the "**Original Redemption Date**") and no more than 30 Business Days after the Original Redemption Date.

If the condition in (B)(ii) above is not satisfied on the Business Day immediately prior to the Redemption Date as extended pursuant to the immediately preceding paragraph, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Collateral Administrator, the Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*). For the avoidance of doubt, such cancellation shall not constitute an Event of Default.

(vii) Mechanics of Redemption

Following calculation by the Collateral Administrator in consultation with the Investment Manager of the relevant Redemption Threshold Amount, if applicable, the Collateral Administrator shall make such other calculations as it is required to make pursuant to the Investment Management Agreement and shall notify the Issuer, the Trustee, the Investment Manager and the Registrar, whereupon the Registrar shall, no later than 1 Business Day following such notification, notify the Noteholders (in accordance with Condition 16 (*Notices*)) of such amounts.

Any exercise of a right of Optional Redemption by (x) the Subordinated Noteholders or (y) the Retention Holder pursuant to this Condition 7(b) (*Optional Redemption*) or the Retention Holder, the Subordinated Noteholders or the Controlling Class pursuant to Condition 7(f) (*Redemption Following Note Tax Event*) shall be effected by delivery to a Transfer Agent, by the requisite amount of Subordinated Noteholders, the Retention Holder or the requisite amount of Notes comprising the Controlling Class (as applicable), of duly completed Redemption Notices not less than 30 days, or such shorter period of time as the Trustee and the Investment Manager find reasonably acceptable, prior to the proposed Redemption Date. No Redemption Notice and Subordinated Note or Notes comprising the Controlling Class so delivered or any direction given by the Investment Manager may be withdrawn without the prior consent of the Issuer. The Registrar shall copy each Redemption Notice or any direction given by the Investment Manager received to each of the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and, if applicable, the Investment Manager.

The Investment Manager shall notify the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and the Registrar upon satisfaction of the conditions set out in this Condition 7(b) (*Optional Redemption*) and shall arrange for liquidation and/or realisation of the Portfolio in whole or in part as necessary, on behalf of the Issuer in accordance with the Investment Management Agreement. The Issuer shall deposit, or cause to be deposited, the funds required for an optional redemption of the Notes in accordance with this Condition 7(b) (*Optional Redemption*) into 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. Refinancing Proceeds received in connection with a redemption in whole of a Class of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such Class of Notes to the extent required to redeem such Class of Notes.

(viii) Optional Redemption of Subordinated Notes

The Subordinated Notes may be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the direction of any of (x) the Subordinated Noteholders (acting by Extraordinary Resolution), (y) the Investment Manager or (z) the Retention Holder.

(c) Mandatory Redemption upon Breach of Coverage Tests

(i) Class X Notes, Class A Notes and Class B Notes

If the Class A/B Par Value Test or the Class A/B Interest Coverage Test is not met on any Determination Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes and the Class B Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Tests are satisfied if recalculated following such redemption.

(ii) Class C Notes

If the Class C Par Value Test or the Class C Interest Coverage Test is not met on any Determination Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iii) Class D Notes

If the Class D Par Value Test or the Class D Interest Coverage Test is not met on any Determination Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iv) Class E Notes

If the Class E Par Value Test or the Class E Interest Coverage Test is not met on any Determination Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (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 met on any Determination Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, 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 Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(d) Special Redemption

Principal payments on the Notes under paragraph (O) of the Principal Proceeds Priority of Payments shall be made in accordance with the Principal Proceeds Priority of Payments at the sole and absolute discretion of the Investment Manager (acting on behalf of the Issuer) if, at any time during the Reinvestment Period, the Investment Manager (acting on behalf of the Issuer) certifies to the Trustee (upon which certification the Trustee may rely without further enquiry and without liability) that using reasonable endeavours it has been unable, for a period of 20 consecutive Business Days, to identify additional Collateral Debt Obligations or Substitute Collateral Debt Obligations that are deemed appropriate by the Investment Manager (acting on behalf of the Issuer) in its discretion and which meet the Eligibility Criteria and whose acquisition by the Issuer would be in compliance with, to the extent applicable, the Reinvestment Criteria, in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Account that are to be invested in additional Collateral Debt Obligations. On the first Payment Date following the Due Period in which such notice is given (a "**Special Redemption Date**"), the funds in the Principal Account representing Principal Proceeds which, using reasonable endeavours, cannot be reinvested in additional Collateral Debt Obligations or Substitute Collateral Debt Obligations (the "**Special Redemption Amount**") will be applied in accordance with paragraph (O) of the Principal Proceeds Priority of Payments. Notice of payments pursuant to this Condition 7(d) (*Special Redemption*) shall be given by the Issuer in accordance with Condition 16 (*Notices*) not less than three Business Days prior to the applicable Special Redemption Date to each Noteholder and to each Rating Agency. For the avoidance of doubt, the exercise of a Special Redemption shall be at the sole and absolute discretion of the Investment Manager (acting on behalf of the Issuer) and the Investment Manager shall be under no obligation to, or have any responsibility for, any Noteholder or any other person for the exercise or non-exercise (as applicable) of such Special Redemption.

(e) Redemption Following Expiry of the Reinvestment Period

Following expiry of the Reinvestment Period, the Issuer shall, on each Payment Date occurring thereafter, apply Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date in redemption of the Notes at their applicable Redemption Prices in accordance with the Priorities of Payments.

(f) 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 change the territory in which it is resident

for tax purposes to another jurisdiction which, at the time of such change, would not give rise to a Note Tax Event. Upon the earlier of (a) the date upon which the Issuer certifies to the Trustee (upon which certification the Trustee may rely without further enquiry and without liability) and notifies (or procures the notification of) the Noteholders that it is not able to effect such change of residence and (b) the date which is 90 days from the date upon which the Issuer first becomes aware of such Note Tax Event (provided that such 90 day period shall be extended by a further 90 days if during the former period the Issuer has notified (or procured the notification of) the Trustee and the Noteholders in accordance with Condition 16 (*Notices*) that, based on advice received by it, it expects that it shall have changed its place of residence by the end of the latter 90 day period), (i) the Controlling Class or the Subordinated Noteholders, in each case acting by way of Extraordinary Resolution, or (ii) the Retention Holder may direct that the Notes of each Class are redeemed, in whole but not in part, on any Payment Date thereafter, at their respective Redemption Prices in accordance with the Note Payment Sequence, in which case the Issuer shall so redeem the Notes on such terms, provided that such Note Tax Event would affect payment of principal or interest in respect of the Controlling Class or, as the case may be, the Subordinated Notes (in addition to any other Class of Notes) on such Payment Date; provided further that such redemption of the Notes, whether pursuant to the exercise of such option by the Controlling Class or the Subordinated Noteholders, shall take place in accordance with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*).

(g) 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 Payments.

(h) 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(j) (*Purchase*) below, for registration of transfer, exchange or redemption, or for replacement in connection with any Note mutilated, defaced or deemed lost or stolen.

(i) 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 and Noteholders in accordance with Condition 16 (*Notices*) and promptly in writing to the Rating Agencies.

(j) Purchase

On any Payment Date, at the discretion of the Investment Manager, acting on behalf of the Issuer in accordance with and subject to the terms of the Investment Management Agreement, the Issuer may, subject to the conditions below, purchase any of the Rated Notes (in whole or in part) using Principal Proceeds standing to the credit of the Principal Account or Collateral Enhancement Amounts.

No purchase of Rated Notes by the Issuer may occur 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 X Notes and the Class A Notes on a *pro rata* and *pari passu* basis, until the Class X Notes and the Class A Notes are

redeemed or purchased in full and cancelled; *second*, the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes on a *pro rata* and *pari passu* basis, until the Class B Notes are redeemed or purchased in full and cancelled; *third*, the Class C-1 Notes and the Class C-2 Notes on a *pro rata* and *pari passu* basis, until the Class C Notes are redeemed or purchased in full and cancelled; *fourth*, the Class D Notes, until the Class D Notes are redeemed or purchased in full and cancelled; *fifth*, the Class E Notes, until the Class E Notes are redeemed or purchased in full and cancelled; and *sixth*, the Class F Notes until the Class F Notes are redeemed or purchased in full and cancelled;

(B)

(1) each such purchase of Rated Notes of any Class (or Classes in respect of the Class X Notes and the Class A Notes) shall be made pursuant to an offer made to all holders of the Rated Notes of such Class (or Classes in respect of the Class X Notes and the Class A Notes), 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 (or Classes in respect of the Class X Notes and the Class A Notes) held by holders who accept such offer exceeds the amount of Principal Proceeds specified in such offer, such Principal Proceeds shall be applied in the purchase by the Issuer of the relevant Class (or Classes in respect of the Class X Notes and the Class A Notes), *pro rata* among such Classes based on the respective Principal Amount Outstanding of each Class and a portion of the Notes of each accepting holder shall be purchased *pro rata* based on the respective Principal Amount Outstanding of each Class held by each such holder, subject, in each case, to adjustment for Authorised Denominations if required;

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

(D) each such purchase of Rated Notes shall occur prior to the expiry of the Reinvestment Period;

(E) each Coverage Test is satisfied immediately prior to each such purchase and will be satisfied after giving effect to such purchase or, if any Coverage Test is not satisfied it shall be at least maintained or improved after giving effect to such purchase as it was immediately prior thereto;

(F) if Sale Proceeds are used to consummate any such purchase, either:

(1) each requirement or test, as the case may be, of the Portfolio Profile Tests and the Collateral Quality Tests (except the S&P CDO Monitor Test) will be satisfied after giving effect to such purchase; or

(2) if any requirement or test, as the case may be, of the Portfolio Profile Tests and the Collateral Quality Tests (except the S&P CDO Monitor Test) was not satisfied immediately prior to such purchase, such requirement or test will be maintained or improved after giving effect to such purchase;

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

(H) any Rated Notes to be purchased shall be surrendered to the Registrar for cancellation and may not be reissued or resold; and

(I) each such purchase shall be effected subject to, and in accordance with, any applicable laws and regulations.

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 Notes shall be taken into account for purposes of all relevant calculations.

(k) Mandatory Redemption of the Class X Notes

The Class X Notes shall be subject to mandatory redemption in part on each Payment Date immediately following (and excluding) the Issue Date, in each case in an amount equal to the relevant Class X Principal Amortisation Amount.

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 and posted on the Business Day immediately preceding the relevant due date to the holder (or to the first named of joint holders) of the Note appearing on the Register at the close of business on the Record Date at his address shown on the register on the Record Date. 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.

(b) Payments

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 9 (*Taxation*). No commission shall be charged to the Noteholders.

(c) Payments on Presentation 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 at all times maintain (i) a Principal Paying Agent and (ii) a paying agent in an EU Member State, in each case as approved in writing by the Trustee and shall procure that it shall at all times maintain a Custodian, Account Bank, Investment Manager and Collateral Administrator. Notice of any change in any Agent or their specified offices or in the Investment Manager or Collateral Administrator will promptly be given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*).

9. **Taxation**

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Ireland, or any other jurisdiction, or any political sub division or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law (including, for the avoidance of doubt, in connection with FATCA). 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 or any such relevant taxing authority or in connection with FATCA. Any such withholding or deduction shall not constitute an Event of Default under Condition 10(a) (*Events of Default*).

Payments will be subject in all other cases to any other fiscal or other laws and regulations applicable thereto in any jurisdiction and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws or regulations.

Subject as provided below, if the Issuer certifies to the Trustee (upon which certification the Trustee may rely without further enquiry and without liability) that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged by Irish law 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, the Issuer (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 and in accordance with the Trust Deed.

Notwithstanding the above, if any taxes referred to in this Condition 9 (*Taxation*) arise:

(a) due to any present or former connection of any Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Noteholder if such Noteholder is an estate, a trust, a partnership, or a corporation) with Ireland (including without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Note or receiving principal or interest in respect thereof;

(b) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from

such tax or to provide information concerning nationality, residency or connection with Ireland or other applicable taxing authority;

(c) in connection with any withholding or deduction for or on account of FATCA; or

(d) any combination of the preceding clauses (a) through (c) inclusive,

the requirement to substitute the Issuer as a principal obligor and/or change its residence for taxation purposes shall not apply.

10. **Events of Default**

(a) Events of Default

Any of the following events shall constitute an "**Event of Default**":

(i) Non-payment of interest

the Issuer fails to pay any interest in respect of any Class X Note, Class A Note or Class B Note when the same becomes due and payable or, following redemption and payment in full of the Class X Notes, the Class A Notes and the Class B Notes, the Issuer fails to pay any interest in respect of any Class C Note when the same becomes due and payable or, following redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, the Issuer fails to pay any interest in respect of any Class D Note when the same becomes due and payable or, following redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Issuer fails to pay any interest in respect of any Class E Note when the same becomes due and payable, or, following redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes, the Issuer fails to pay any interest in respect of any Class F Note when the same becomes due and payable and, in each case, failure to pay such interest in such circumstances continues for a period of at least five Business Days *provided* that, in the case of a failure to disburse due to an administrative error or omission, irrespective of the cause of such administrative error or omission, such failure continues for a period of at least 10 Business Days and *provided further* that any non-payment of interest as the result of any deduction therefrom or the imposition of any withholding tax thereon as set out in Condition 9 (*Taxation*) 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 10 Business Days after the Trustee or the Issuer receives written notice of, or has actual knowledge of, such administrative error or omission and provided further that, failure to effect any Optional Redemption or redemption following a Note Tax Event for which notice is withdrawn in accordance with the Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails, will not constitute an Event of Default;

(iii) Default under Priorities of Payments

the failure on any Payment Date to disburse amounts (other than (i) or (ii) above) available in the Payment Account in excess of €1,000 and payable in accordance with the Priorities of Payments and continuation of such failure for a period of 10

Business Days or, in the case of a failure to disburse due to an administrative error or omission, such failure continues for 10 Business Days after the Trustee or the Issuer receives written notice of, or has actual knowledge of, such administrative error or omission;

(iv) Collateral Debt Obligations

on any Measurement Date, failure of the percentage equivalent of a fraction, (i) the numerator of which is equal to (1) the Aggregate Collateral Balance *plus* (2) in respect of each Defaulted Obligation on such date, the Market Value of such Defaulted Obligation multiplied by the Principal Balance of such Defaulted Obligation and (ii) the denominator of which is equal to the Principal Amount Outstanding of the Class A Notes, to equal or exceed 102.5 per cent.;

(v) Breach of Other Obligations

except as otherwise provided in this definition of "Event of Default" a default in a material respect in the performance by, or breach in a material respect of any material covenant of, the Issuer under the Trust Deed (provided that any failure to meet any Portfolio Profile Test, the Reinvestment Overcollateralisation Test, any Collateral Quality Test or Coverage Test is not an Event of Default, except to the extent provided in paragraph (iv) above) or the failure of any material representation or warranty of the Issuer made in the Trust Deed, these Conditions or, in either case, in any certificate or other writing delivered pursuant thereto or in connection therewith to be correct in each case in all material respects when the same shall have been made, which default, breach or failure is materially prejudicial to the interests of the Noteholders of any Class (as determined by the Trustee) and continues for a period of 45 days or more after notice thereof shall have been given to the Issuer and the Investment Manager by the Trustee, 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 Investment Manager 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) unless it continues for a period of 60 days (rather than, and not in addition to, such 45 day period specified above) after notice thereof in accordance herewith. For the purposes of this paragraph, the materiality of such default, breach, covenant, representation or warranty shall be determined by the Trustee;

(vi) Insolvency Proceedings

proceedings are initiated against the Issuer under any applicable liquidation, examinership, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or an administrative receiver, receiver and manager or other receiver, trustee, administrator, custodian, conservator, liquidator, curator, or other similar official is appointed under the Trust Deed, pursuant to statute, by a court or otherwise in relation to proceedings under any Insolvency Law (a "**Receiver**") in relation to the Issuer or in relation to the whole or any substantial part (in the opinion of the Trustee) of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of a Receiver, is not discharged within 30 days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation (other than on terms

previously approved in writing by the Trustee or by an Extraordinary Resolution of the Controlling Class);

(vii) Illegality

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Notes; or

(viii) Investment Company Act

the Issuer or any of the Collateral becomes required to register as an "Investment Company" under the Investment Company Act and such requirement continues for 45 days.

(b) Acceleration

(i) If an Event of Default occurs and is continuing, the Trustee may, at its discretion and shall, at the request of the Controlling Class acting by way of Ordinary Resolution, (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) give notice to the Issuer, each Hedge Counterparty and the Investment Manager that all the Notes are immediately due and repayable, provided that following an Event of Default described in paragraph (vi) or (vii) of the definition thereof shall occur, such notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable at their applicable Redemption Prices.

(ii) Upon any such notice being given or deemed to have been given to the Issuer in accordance with Condition 10(b)(i) (*Acceleration*), all of the Notes shall immediately become due and repayable at their applicable Redemption Prices.

(c) Curing of Default

At any time after a notice of acceleration of maturity of the Notes has been given pursuant to Condition 10(b)(i) (*Acceleration*) (or deemed to have been given in the case of an Event of Default occurring under paragraph (vi) or (vii) of the definition thereof where such notice is not required) and prior to enforcement of the security pursuant to Condition 11 (*Enforcement*), the Trustee, subject to receipt of consent from the Controlling Class, may and shall, if so requested by the Controlling Class, in each case, acting by Extraordinary Resolution, (and subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) rescind and annul such notice of acceleration under paragraph (b)(i) 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 Trustee Fees and Expenses;

(D) all unpaid Administrative Expenses; and

(E) all amounts due and payable by the Issuer under any Hedge Transaction; 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 and re-payable solely as a result of the acceleration thereof under paragraph (b) above due to such Events of Default, have been cured or waived.

Any previous rescission and annulment of a notice of acceleration (deemed or otherwise) pursuant to this paragraph (c) shall not prevent the subsequent acceleration of the Notes if the Trustee, at its discretion or, as subsequently requested, accelerates the Notes or if the Notes are automatically accelerated in accordance with paragraph (b)(i) above.

All amounts received in respect of this Condition 10(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 by any Class of Noteholders, other than the Controlling Class as provided in Condition 10(b) (*Acceleration*).

(e) Notification and Confirmation of No Default

The Issuer shall immediately notify the Trustee, the Investment Manager, the Noteholders in accordance with Condition 16 (*Notices*) 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 upon 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) below, the security constituted by the Trust Deed over the Collateral (and, if applicable, the security constituted by the Euroclear Security Agreement over the Collateral) shall become enforceable upon an acceleration of the maturity of the Notes pursuant to Condition 10(b) (*Acceleration*).

(b) Enforcement

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion, but subject always to Condition 4(c) (*Limited Recourse and Non-Petition*) and shall, if so directed by the Controlling Class acting by Ordinary Resolution, institute such proceedings or take any other action against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Notes and pursuant and subject to the terms of the Trust Deed and the Notes, realise and/or otherwise liquidate or sell the Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any Obligor in respect of the Collateral and/or take any other action to enforce 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) the Trustee (or an agent or other appointee on its behalf, including, without limitation, the Investment Manager (an "**Enforcement Agent**")) determines (in accordance with Condition 11(b)(iii) below) 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**"); 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), (ii) or (iv) 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 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, 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 Investment Manager (if applicable), bid prices with respect to each asset comprising the Portfolio from two recognised dealers (as specified by the Investment Manager in writing) at the time making a market therein and shall compute the anticipated proceeds of sale or liquidation on the basis of the lower of such bid prices for each such asset. If the Enforcement Agent, with the cooperation of the Investment Manager (if applicable) is only able to obtain bid prices with respect to an asset from one recognised dealer at the time making a market therein, the Enforcement Agent shall compute the anticipated proceeds of sale or liquidation on the basis of such one bid price. Provided that the Trustee exercises reasonable care in selecting an Enforcement Agent, the Trustee may rely on the determination of such Enforcement Agent without liability. In addition, for

the purposes of determining issues relating to the execution of a sale or liquidation of the Portfolio, the Trustee may obtain and rely on an opinion of an independent investment banking firm, or other appropriate financial or legal advisor (the cost of which shall be payable as a Trustee Fee and Expense).

The Trustee shall notify the Noteholders, the Issuer, the Agents, the Investment Manager, each Hedge Counterparty and the Rating Agencies if the Trustee or an Enforcement Agent on its behalf makes an Enforcement Threshold Determination at any time or the Trustee takes any Enforcement Action at any time (such notice an "**Enforcement Notice**"). Following acceleration of the Notes which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) or pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or Condition 7(f) (*Redemption Following Note Tax Event*) (other than in the case of the Issue Date), Interest Proceeds, Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (other than with respect to (i) any Counterparty Downgrade Collateral or expected sale proceeds required to be paid or returned to a Hedge Counterparty and exchanged into Euro outside the Priorities of Payments in accordance with the relevant Hedge Agreement, (ii) Swap Tax Credits (which are required to be paid or returned to a Hedge Counterparty outside the Priorities of Payments in accordance with the relevant Hedge Agreement) or (iii) any Collateral Enhancement Obligation Proceeds (which are required to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments)) 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 the Issuer Profit Amount and of taxes and statutory fees owing by the Issuer accrued in respect of the related Due Period as certified by an Authorised Officer of the Issuer to the Trustee, if any, (save for any VAT payable in respect of any Investment Management Fee);

(B) to the payment of accrued and unpaid Trustee Fees and Expenses up to the Senior Expenses Cap in respect of the related Due Period, provided that upon an acceleration of the Notes (which has not been rescinded or annulled) in accordance with Condition 10(b) (*Acceleration*) the Senior Expenses Cap shall not apply;

(C) to the payment of accrued and unpaid Administrative Expenses in relation to each item thereof, in the order of priority set out in the definition thereof up to an amount equal to the Senior Expenses Cap in respect of the related Due Period provided that upon an acceleration of the Notes (which has not been rescinded or annulled) in accordance with Condition 10(b) (*Acceleration*) the Senior Expenses Cap shall not apply to any Administrative Expenses due and payable to the Agents under the Agency Agreement, each Reporting Delegate under each Reporting Delegation Agreement, the Information Agent, the Investment Manager or the Collateral Administrator under the Investment Management Agreement or in the case of the Corporate Services Provider, under the Corporate Services Agreement;

(D) to the payment:

(1) *firstly*, on a pro rata basis to the Investment Manager of the Senior Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority) save for any Deferred Senior Investment Management Amounts which shall not be paid pursuant to this paragraph; and

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

(E) to the payment on a pro rata basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid for out of the Interest Account), Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Asset Swap Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments);

(F) to the payment on a *pro rata* and *pari passu* basis of all Interest Amounts due and payable on the Class X Notes and the Class A Notes;

(G) to the redemption on a *pro rata* and *pari passu* basis of the Class X Notes, and the Class A Notes, until the Class X Notes and the Class A Notes have been redeemed in full;

(H) to the payment on a *pro rata* and *pari passu* basis of the Interest Amounts due and payable on the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes;

(I) to the redemption on a *pro rata* and *pari passu* basis of the Class B-1 Notes, the Class B-2 Notes and the Class B-3 Notes, until the Class B Notes have been redeemed in full;

(J) to the payment on a *pro rata* and *pari passu* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class C-1 Notes and the Class C-2 Notes;

(K) to the payment on a *pro rata* and *pari passu* basis of any Deferred Interest on the Class C-1 Notes and the Class C-2 Notes;

(L) to the redemption on a *pro rata* and *pari passu* basis of the Class C-1 Notes and the Class C-2 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 Investment Manager of the Subordinated Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority);

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

(3) *thirdly*, to the Investment Manager in payment of any Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts, the deferral of which has been rescinded by the Investment Manager;

(W) to the payment of Trustee Fees and Expenses not paid by reason of the Senior Expenses Cap (if any);

(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 set out in the definition thereof;

(Y) to the payment on a *pro rata* basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty;

(Z) to the repayment of any Investment Manager Advances (and any accrued interest thereon) repayable to the Investment Manager in accordance with the Investment Management Agreement; and

(AA)

(1) if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds and Principal Proceeds to the payment of principal on the Subordinated Notes on a pro rata basis and thereafter 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 Investment Management Fee IRR Threshold is reached; and

(2) if, after taking into account all prior distributions to Subordinated Noteholders (including any distributions made (i) prior to the Issue Date, and (ii) on the Issue Date in accordance with Condition 3(l)

(*Payments on the Issue Date in connection with an Optional Redemption in whole*)) and any distributions to be made to Subordinated Noteholders on such Payment Date including pursuant to paragraph (1) above, the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, 15 per cent. of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee;

(b) *secondly*, to the payment of any VAT in respect of the Incentive Investment Management Fee referred to in (a) above (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(c) *thirdly*, any remaining Interest Proceeds and Principal Proceeds, to the payment of principal on the Subordinated Notes on a pro rata basis and thereafter to the payment of interest thereon 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 Priorities 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.

(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 (other than the Trustee) may proceed directly against the Issuer or any of its assets unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable period after having received notice of such failure and such failure or neglect continues for at least 30 days following receipt of such notice by the Trustee. Any proceeds received by a Noteholder or other Secured Party pursuant to any such proceedings brought by a Noteholder or other Secured Party shall be paid promptly following receipt thereof to the Trustee for application pursuant to the terms hereof. After realisation of the security which has become enforceable and distribution of the net proceeds in accordance with the Priorities of Payments, no Noteholder or other Secured Party may take any further steps against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to

such Secured Party and all claims against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer in respect of such sums unpaid shall be extinguished. In particular, none of the Trustee, any Noteholder or any other Secured Party shall be entitled in respect thereof to petition or take any other step for the liquidation or winding up of the Issuer except to the extent permitted under the Trust Deed.

(d) Purchase of Collateral by Noteholders

Upon any sale of any part of the Collateral following the acceleration of the Notes under Condition 10(b) (*Acceleration*), or the security over the Collateral becoming enforceable whether made under the power of sale under the Trust Deed or by virtue of judicial proceedings, any Noteholder may (but shall not be obliged to) bid for and purchase the Collateral or any part thereof and, upon compliance with the terms of sale, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability. In addition, any purchaser in any such sale which is a Noteholder may deliver Notes held by it in place of payment of the purchase price for such Collateral where the amount payable to such Noteholder in respect of such Notes pursuant to the Priorities of Payments 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 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 10 years, in the case of principal, from the date on which payment is respect of such Notes is received by the applicable Paying Agent.

13. **Replacement of Notes**

If any Note is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Transfer Agent, subject in each case to all applicable laws and Irish Stock Exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer or such Transfer Agent may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes must be surrendered before replacements will be issued.

14. **Meetings of Noteholders, Modification, Waiver and Substitution**

(a) Provisions in Trust Deed

The Trust Deed contains provisions for convening meetings of the Noteholders or any Class thereof (and of passing Written Resolutions) to consider matters affecting the interests of the Noteholders including, without limitation, modifying or waiving certain of the provisions of these Conditions and the substitution of the Issuer in certain circumstances. The provisions in this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) are descriptive of the detailed provisions of the Trust Deed.

(b) Decisions and Meetings of Noteholders

(i) General

Decisions may be taken by Noteholders by way of Ordinary Resolution 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 (iii) below. Meetings of the Noteholders may be convened by the Issuer, the Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) or by one or more Noteholders holding not less than 10 per cent. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary Resolution affects the holders of only one or more Classes of Notes, in which event the required quorum and minimum percentage voting requirements of such Ordinary Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes and not the holders of any other Notes as set forth in the tables below.

Notice of any Resolution passed by the Noteholders will be given by the Issuer to S&P and Moody's in writing.

(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 per cent. of the aggregate Principal Amount Outstanding of Notes (or the relevant Class or Classes only, if applicable)
Ordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

(iii) Class X Note Voting Rights

The Class X Notes shall have no voting rights in respect of, and shall not be counted for the purposes of determining a quorum and the result of voting on any IM Removal Resolutions (but, subject to the definition of "Controlling Class", shall carry a right to vote and be so counted on all other matters in respect of which the Class A Notes have a right to vote and be counted).

(iv) Minimum Percentage Voting Requirements

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) if such Resolution is being considered at a duly convened meeting of Noteholders, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding of Notes held or represented by any person or persons who vote in favour of such Resolution represents of the

aggregate Principal Amount Outstanding of all applicable Notes which are represented at such meeting and are voted or, (B) in the case of any Written Resolution, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding of Notes entitled to be voted in respect of such Resolution and which are voted in favour thereof represent of the aggregate Principal Amount Outstanding of all the Notes entitled to vote in respect of such Written Resolution.

Minimum Percentage Voting Requirements

Type of Resolution	**Per cent.**
Extraordinary Resolution of all the Noteholders (or of a certain Class or Classes only)	At least 66⅔ per cent.
Ordinary Resolution of all the Noteholders (or of a certain Class or Classes only)	More than 50 per cent.

(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) 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).

(vii) Extraordinary Resolution

Subject to the right of veto of the Retention Holder referred to in paragraph (ix) (*Retention Holder Veto*) below, any Resolution to sanction any of the following items will be required to be passed by an Extraordinary Resolution (in each case, subject to anything else specified in the Trust Deed, the Investment Management Agreement or the relevant Transaction Document, as applicable):

(A) the exchange or substitution for the Notes of a Class, or the conversion of the Notes of a Class into, shares, bonds or other obligations or securities of the Issuer or any other entity and/or cash;

(B) the modification of any provision relating to the timing and/or circumstances of the payment of interest or redemption of the Notes of a Class at maturity or otherwise (including the circumstances in which the maturity of such Notes may be accelerated);

(C) the modification of any of the provisions of the Trust Deed or these Conditions which would directly and adversely affect the calculation of the amount of any payment of interest or principal on any Note;

(D) 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*);

(E) a change in the currency of payment of the Notes of a Class;

(F) any change in the Priorities of Payments or of any payment items in the Priorities of Payments;

(G) the modification of the provisions concerning the quorum required at any meeting of Noteholders or the minimum percentage required to pass a Resolution or any other provision of the Trust Deed or these Conditions which requires the written consent of the holders of a requisite principal amount of the Notes of any Class Outstanding;

(H) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed;

(I) any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document; and

(J) any modification of this Condition 14(b) (*Decisions and Meetings of Noteholders*).

(viii) Ordinary Resolution

Any meeting of the Noteholders shall, subject to these Conditions and the Trust Deed, have the power by Ordinary Resolution to approve any other matter relating to the Notes not referred to in Condition 14(b)(vii) (*Extraordinary Resolution*) above.

(ix) Resolutions affecting other Classes

If and for so long as any Notes of more than one Class are Outstanding, in relation to any Meeting of Noteholders:

(A) subject to paragraphs (C) and (D) below, a Resolution which in the opinion of the Trustee affects only the Notes of a Class or Classes (such Class or Classes, the "**Affected Class(es)**"), but not another Class or Classes, as the case may be, shall be deemed to have been duly passed if passed at a meeting of the holders of the Notes of each Affected Class and such Resolution shall be binding on all the Noteholders, including the holders of Notes which are not an Affected Class;

(B) subject to paragraphs (C) and (D) below, a Resolution which in the opinion of the Trustee affects the Notes of each Class shall be deemed to have been duly passed only if passed at separate meetings of the Noteholders of each Class;

(C) a Resolution passed by the Controlling Class to exercise any rights granted to them pursuant to the Conditions or any Transaction Document shall be deemed to have been duly passed if passed at a meeting of the Controlling Class and such resolution shall be binding on all the Noteholders; and

(D) a Resolution passed by the Subordinated Noteholders (or any of them) to exercise the rights granted to them pursuant to the Conditions or any Transaction Document shall be deemed to have been passed if passed only at a meeting of such Subordinated Noteholders and such resolution shall be binding on all of the Noteholders,

provided, in each case, any Resolution may also be passed by way of a Written Resolution.

(x) Retention Holder Veto

Provided that no Retention Event has occurred and is continuing, no modification or any Resolution to approve the modification of the Eligibility Criteria, the Portfolio Profile Tests, the Collateral Quality Tests, the Reinvestment Criteria, or any material changes to them (save for those that are made to ensure compliance with the EU Retention Requirements) will be effective without the consent in writing of the Retention Holder. For the avoidance of doubt, if a Retention Event has occurred and is continuing, the Retention Holder shall have no veto rights in accordance with this Condition, however, this shall not affect the rights of the Retention Holder to exercise its rights as a Noteholder.

(c) Modification and Waiver

The Trust Deed and the Investment Management Agreement both provide that, without the consent of the Noteholders (save where consent of the Controlling Class is required as specified below), the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed and/or the Investment Management Agreement and/or any other Transaction Document (subject to the consent of the other parties thereto) (as applicable) and the Trustee shall consent to such amendment, modification, supplement or waiver subject as provided below (other than in the case of an amendment, modification, supplement or waiver, pursuant to paragraph (i)(B), (xii), (xiii) or (xiv) below, which shall be subject to the prior written consent of the Trustee in accordance with the relevant paragraph), for any of the following purposes:

(i) to (A) add to the covenants of the Issuer for the benefit of the Noteholders or (B) subject to the prior written consent of the Trustee, to surrender any right or power in the Trust Deed or the Investment Management Agreement (as applicable) conferred upon the Issuer;

(ii) to charge, convey, transfer, assign, mortgage or pledge any property to or with the Trustee or add to the conditions, limitations or restrictions on the authorised amount, terms and purposes of the issue, authentication and delivery of the Notes;

(iii) to correct or amplify the description of any property at any time subject to the security of the Trust Deed, or to better assure, convey and confirm unto the Trustee any property subject or required to be subject to the security of the Trust Deed (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or subject to the security of the Trust Deed any additional property;

(iv) to 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 (including the removal and appointment of any listing agent, transfer agent, paying agent or additional registrar in Ireland or the country of any other listing) as shall be necessary or advisable in order for the Notes of each Class to be (or to remain) listed on the regulated market of the Irish Stock Exchange or any other exchange, including such changes required or requested by any governmental authority, stock exchange authority, listing agent, transfer agent, paying agent or additional registrar for any Class of Notes;

(vii) save as contemplated in paragraph (d) (*Substitution*) below, to take any action advisable to prevent the Issuer from becoming subject to withholding or other taxes, fees or assessments;

(viii) to take any action advisable to prevent the Issuer from being treated as resident in the UK for UK tax purposes, as trading in the UK for UK tax purposes or as subject to UK VAT in respect of any Investment Management Fees;

(ix) to take any action advisable to reduce the risk that the Issuer will be treated as engaged in a U.S. trade or business or otherwise be subject to U.S. federal, state or local income tax on a net income basis;

(x) to reduce the risk that the Issuer will be treated other than as a corporation for U.S. federal income tax purposes;

(xi) to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) to enable the Issuer to rely upon any exemption from registration under the Securities Act or upon any exemption from, registration as, or exclusion or exception from the definition of, an "investment company" under or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required thereunder;

(xii) to enter into any additional agreements not expressly prohibited by the Trust Deed or the Investment Management Agreement (as applicable) as well as any amendment, modification or waiver of such additional agreements if the Trustee determines that such entry, amendment, modification or waiver would not, upon or after becoming effective, be materially prejudicial to the interests of the holders of any Class of Notes; in each case provided that any such additional agreements include customary limited recourse and non-petition provisions;

(xiii) to make any other modification of any of the provisions of the Trust Deed, the Investment Management Agreement or any other Transaction Document which, in the opinion of the Trustee, is of a formal, minor or technical nature or is made to correct a manifest error;

(xiv) to make any other modification (save as otherwise provided in the Trust Deed, the Investment Management Agreement or the relevant Transaction Document), and/or give any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or any other Transaction Document which in the opinion of the Trustee is not materially prejudicial to the interests of the Noteholders of any Class;

(xv) to amend the name or the Constitution of the Issuer to the extent necessary to effect the change of name;

(xvi) to amend, modify or otherwise accommodate changes to the Transaction Documents to comply with any rule or regulation, including without limitation Rule 3a-7 under the Investment Company Act, enacted or modified by any regulatory agency of the United States federal government after the Issue Date that is applicable to the Notes;

(xvii) to make any amendments to the Trust Deed to enable the Issuer to achieve FATCA Compliance, CRS Compliance or to make any other modification of any of the provisions of the Trust Deed, the Investment Management Agreement or any other Transaction Document to comply with the EU Retention Requirements;

(xviii) to make any other modification of any of the provisions of the Trust Deed, the Investment Management Agreement or any other Transaction Document to

comply with changes in the EU Retention Requirements or the U.S. Risk Retention Rules or which result from the implementation of any implementing technical standards or any subsequent risk retention legislation or official guidance in relation thereto;

(xix) notwithstanding paragraph (xx) below, to modify or amend any component numbers, figures or percentages of (x) subject to receipt of Rating Agency Confirmation from Moody's, the Moody's Test Matrix or (y) subject to receipt of Rating Agency Confirmation from S&P, the S&P CDO Monitor BDR or the S&P CDO Monitor SDR (or any input, coefficient or formula provided by S&P relating thereto), in order that they may be consistent with the criteria of each respective Rating Agency;

(xx) subject to paragraph (xix) above, to (A) modify or amend any component numbers, figures or percentages of the Portfolio Profile Tests or the Collateral Quality Tests and the definitions related thereto which affect the calculation thereof or (B) modify the definition of "Credit Improved Obligation", "Credit Improved Obligation Criteria", "Credit Impaired Obligation", "Credit Impaired Obligation Criteria", "Defaulted Obligation" or "Exchanged Security", the restrictions on the sales of Collateral Debt Obligations or the Eligibility Criteria set forth in the Investment Management Agreement, in each case under (A) and (B) above, *provided* that: (I) any such modification or amendment would not materially adversely affect any holder of the Notes (as confirmed by the Investment Manager to the best of its knowledge), (II) Rating Agency Confirmation has been obtained from the Rating Agencies then rating the Rated Notes in relation to such modification or amendment and (III) the approval of the holders of the Controlling Class (acting by way of Ordinary Resolution) has been obtained in relation to such modification or amendment;

(xxi) to make any changes necessary to permit any additional issuances of Notes pursuant to Condition 17 (*Additional Issuances*), or to issue replacement notes in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);

(xxii) at any time during the Reinvestment Period, to facilitate the issuance by the Issuer of (A) subject to Condition 17 (*Additional Issuances*), additional notes of any one or more new classes that are fully subordinated to the existing Rated Notes (or to the most junior class of notes of the Issuer (other than the Subordinated Notes) issued pursuant to the Trust Deed, if any class of securities issued pursuant to the Trust Deed other than the Rated Notes and the Subordinated Notes is then outstanding); (B) subject to Condition 17 (*Additional Issuances*), additional notes of any one or more existing Classes; or (C) subject to Condition 7(b) (*Optional Redemption*), replacement notes in connection with a Refinancing;

(xxiii) to (A) 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, in each case, subject to receipt of Rating Agency Confirmation from Moody's in respect of its rating methodology or any requirement or condition of Moody's set forth in the Transaction Documents and receipt of Rating Agency Confirmation from S&P in respect of its rating methodology or any requirement or condition of S&P set forth in the Transaction Documents, as applicable, or (B) to otherwise cure any inconsistency or ambiguity or omission in any Transaction Document by conforming it to the Prospectus, subject in each case under (A) and (B) above to the consent of the Controlling Class acting by way of Ordinary Resolution;

(xxiv) to modify the Transaction Documents in order to comply with Rule 17g-5 of the Exchange Act;

(xxv) to make such changes as shall be necessary to facilitate the Issuer to effect a Refinancing in part in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);

(xxvi) to accommodate the settlement of the Notes in book-entry form through the facilities of DTC or otherwise;

(xxvii) to reduce the permitted Minimum Denomination of the Notes; provided that any such reduction in Minimum Denomination shall not result in a material disadvantage to the holders or the Issuer in respect of any legal or regulatory requirement or tax treatment of the Issuer (including pursuant to the laws and regulations of Ireland);

(xxviii) to change the date within the month on which reports are required to be delivered;

(xxix) to modify the terms of the Transaction Documents (including but not limited to any Hedge Agreements) and/or the Conditions in order to enable the Issuer to comply with any requirements of the CFTC or in relation to the Dodd-Frank Act subject to, in respect of the Hedge Agreements, to the extent that it would constitute a Form-Approved Interest Rate Hedge Agreement or a Form-Approved Asset Swap Agreement, as applicable, following such modification, subject to receipt by the Trustee of a certificate of the Issuer certifying to the Trustee upon which certification the Trustee shall rely without liability and without further enquiry that the requested amendments are to be made solely for the purpose of enabling the Issuer to comply with CFTC requirements or the Dodd-Frank Act;

(xxx) to modify the terms of the Transaction Documents (including but not limited to any Hedge Agreement) and/or the Conditions in order to enable the Issuer to comply with any requirements in respect of EMIR, subject to receipt by the Trustee of a certificate of the Issuer certifying to the Trustee upon which certification the Trustee shall rely without liability and without further enquiry that the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR;

(xxxi) to make any other modification of any of the provisions of the Trust Deed, the Investment Management Agreement or any other Transaction Document to comply with CRA3 instruments or which result from the implementation technical standards relating thereto;

(xxxii) to make any other modification of any of the provisions of the Trust Deed, the Investment Management Agreement or any other Transaction Document to comply with the implementation of and changes to the risk retention requirements of the UCITS Directive and/or the STS Regulation (as applicable);

(xxxiii) to conform the provisions of the Trust Deed or any other Transaction Document or other document delivered in connection with the Notes to the Prospectus;

(xxxiv) to make any other modifications of any provisions of the Trust Deed, the Investment Management Agreement or the Transaction Documents to enable the Issuer to comply with any FTT that it is or becomes subject to;

(xxxv) to amend, modify or supplement any Hedge Agreement in order 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;

(xxxvi) 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; and

(xxxvii) to make such modifications to the provisions of the Investment Management Agreement and the Conditions as the Investment Manager and/or the Collateral Administrator have advised the Trustee (upon which advice the Trustee shall be entitled to rely absolutely and without further enquiry or liability) are necessary in order to calculate the amounts due on any Unscheduled Payment Date directed under Condition 3(k) (*Unscheduled Payment Dates*).

Any such modification, authorisation or waiver shall be binding on the Noteholders and shall be notified by the Issuer as soon as reasonably practicable following the execution of any trust deed supplemental to the Trust Deed or any other modification, authorisation or waiver pursuant to this Condition 14(c) (*Modification and Waiver*) to:

(A) so long as any of the Notes rated by one or more Rating Agencies remains Outstanding, each such Rating Agency; and

(B) the Noteholders in accordance with Condition 16 (*Notices*).

Subject to its compliance with applicable law and any obligation to provide prior notice pursuant to a Hedge Agreement, the Issuer agrees that it shall notify the Hedge Counterparty of any amendment made to any Transaction Document as soon as reasonably practicable after any such amendment is made.

The Issuer shall not agree to amend, modify or supplement any provisions of the Transaction Documents if such change shall have a material adverse effect on the rights or obligations of a Hedge Counterparty in its capacity as such without the Hedge Counterparty's prior written consent.

To the extent required pursuant to a Hedge Agreement, the Issuer shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and seek the prior consent of such Hedge Counterparty in respect thereof, in each case to the extent required in accordance with and subject to the terms of the relevant Hedge Agreement. For the avoidance of doubt, such notice shall only be given and such consent shall only be sought to the extent required above or in accordance with and subject to the terms of the relevant Hedge Agreement. If a Hedge Agreement allows a certain period for the relevant Hedge Counterparty to consider and respond to such a consent request, during such period and pending a response from the relevant Hedge Counterparty, the Issuer shall not make any such proposed amendment until such notice has expired.

For the avoidance of doubt, the Trustee shall, subject to the following paragraph, without the consent or sanction of any of the Noteholders (subject as provided above) or any other Secured Party concur with the Issuer, in making any such modification, amendment, waiver or supplement pursuant to the paragraphs above (save for modifications, amendments, waivers or supplements in accordance with paragraphs (i)(B), (xii), (xiii) and (xiv) above) to the Transaction Documents which the Issuer or the Investment Manager certifies or confirms to the Trustee is required (upon which certification or confirmation the Trustee is entitled to rely without further enquiry and without liability), provided that the Trustee shall not be obliged to agree to any modification which, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured

and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, indemnities or protections, of the Trustee in respect of the Transaction Documents.

In the case of a modification, amendment, waiver or supplement pursuant to paragraph (i)(B), (xii), (xiii) or (xiv) above, the Trustee may impose such conditions as it sees fit and under no circumstances shall the Trustee be required to concur with the Issuer in making any such modification, amendment, waiver or supplement pursuant to such paragraph or give such consent on less than 21 days' notice and the Trustee shall be entitled to obtain legal, financial or other expert advice, at the expense of the Issuer, and rely on such advice in connection with determining whether to give such consent as it sees fit.

(d) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require (without the consent of the Noteholders of any Class), to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes of each Class, if required for taxation purposes, provided that such substitution would not 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 any 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 regulated market of the Irish Stock Exchange any material amendments or modifications to the Conditions of the Notes, the Trust Deed or such other conditions made pursuant to this Condition 14 *(Meetings of Noteholders, Modification, Waiver and Substitution*) shall be notified to the Irish Stock Exchange.

(e) Entitlement of the Trustee and Conflicts of Interest

In connection with the exercise of its trusts, powers, duties and discretions (including but not limited to those referred to in this Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*)), the Trustee shall have regard to the interests of each Class of Noteholders as a Class and shall not have regard to the consequences of such exercise for individual Noteholders of such Class and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 9(a) (*Taxation*).

The Trust Deed provides that in the event of any conflict of interest between or among the holders of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, the interests of the holders of the Controlling Class will prevail. If the holders of the Controlling Class do not have

an interest in the outcome of the conflict, the Trustee shall give priority to the interests of (i) the Class B Noteholders over the Class X Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (ii) the Class C Noteholders over the Class X Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (iii) the Class D Noteholders over the Class X Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (iv) the Class E Noteholders over the Class X Noteholders, the Class F Noteholders and the Subordinated Noteholders, (v) the Class F Noteholders over the Class X Noteholders and the Subordinated Noteholders and (vi) the Subordinated Noteholders over the Class X Noteholders. If the Trustee receives conflicting or inconsistent requests from two or more groups of holders of a Class, given priority as described in this paragraph, each representing less than the majority by principal amount of such Class, the Trustee shall give priority to the group which holds the greater aggregate principal amount of Notes Outstanding of such Class. The Trust Deed provides further that the Trustee will act upon the directions of the holders of the Controlling Class (or other Class given priority as described in this paragraph) in such circumstances subject to being indemnified and/or secured and/or prefunded to its satisfaction, and shall not be obliged to consider the interests of and is exempted from any liability to the holders of any other Class of Notes.

In addition, the Trust Deed provides that, so long as any Note is Outstanding, the Trustee shall have no regard to the interests of any Secured Party other than the Noteholders or, at any time, to the interests of any other person.

15. **Indemnification of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment or to enforce the security constituted by or pursuant to the Trust Deed, unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any other party to any Transaction Document and any entity related to the Issuer or any other party to any Transaction Document without accounting for any profit. The Trustee is exempted from any liability in respect of any loss or theft 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 Investment Manager of any of its duties under the Investment Management Agreement, for the performance by the Collateral Administrator of its duties under the Investment Management Agreement or for the performance by any other person appointed by the Issuer in relation to the Notes or by any other party to any Transaction Document. The Trustee shall not have any responsibility for the administration, management or operation of the Collateral including the request by the Investment Manager to release any of the Collateral from time to time.

The Trust Deed contains provisions for the retirement of the Trustee and the removal of the Trustee by Extraordinary Resolution of the Controlling Class, but no such retirement or removal shall become effective until a successor trustee is appointed.

16. **Notices**

Notices to Noteholders will be valid if posted to the address of such Noteholder appearing in the Register at the time of publication of such notice by pre-paid, first class mail (or any other manner approved by the Trustee which may be by electronic transmission) and (for so long as the Notes are listed on the regulated market of the Irish Stock Exchange and the rules of the

Irish Stock Exchange so require) shall be submitted to the Irish Stock Exchange. Any such notice shall be deemed to have been given to the Noteholders (a) in the case of inland mail three days after the date of dispatch thereof, (b) in the case of overseas mail, seven days after the dispatch thereof or, (c) in the case of electronic transmission, on the date of dispatch.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders (or a category of them) if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

17. **Additional Issuances**

(a) The Issuer may from time to time, subject to the approval of (i) the Subordinated Noteholders acting by way of Ordinary Resolution, (ii) the Retention Holder and (iii) the Investment Manager, create and issue further Notes (other than the Class X Notes) having the same terms and conditions as existing Classes of Notes (subject as provided below) and which shall be consolidated and form a single series with the Outstanding Notes of such Class (unless otherwise provided), and will use the proceeds of sale thereof to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes and ownership of and disposition of the Collateral Debt Obligations, provided that the following conditions are met:

(i) such additional issuances in relation to the applicable Class of Notes may not exceed 100.0 per cent. in the aggregate of the original aggregate principal amount of such Class of Notes;

(ii) such additional Notes must be issued for a cash sale price and the net proceeds invested in Collateral Debt Obligations or, pending such investment, deposited in the Principal Account and, in each case, invested in Eligible Investments;

(iii) such additional Notes must be of each Class of Notes (other than the Class X Notes) and issued in a proportionate amount among the Classes so that the relative proportions of aggregate principal amount of the Classes of Notes (excluding the Class X Notes) existing immediately prior to such additional issuance remain unchanged immediately following such additional issuance (save with respect to Subordinated Notes as described in paragraph (b) below);

(iv) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Notes must be identical to the terms of the previously issued Notes of the applicable Class of Notes;

(v) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance and obtain Rating Agency Confirmation from each Rating Agency in respect of such additional issuance;

(vi) the Par Value Tests are satisfied; provided that this paragraph (vi) shall not apply to any additional issuance of Subordinated Notes if such issuance is required in order to prevent or cure a breach by the Investment Manager of the U.S. Risk Retention Rules or in order to prevent or cure a Retention Deficiency for any reason including but not limited to, where such Retention Deficiency will occur due to an additional issuance of any Class of Notes;

(vii) the holders of the relevant Class of Notes in respect of which further Notes are issued shall have been notified in writing by the Issuer 30 days prior to such issuance and shall have been afforded the opportunity to purchase additional Notes of the relevant Class in an amount not to exceed the percentage of the relevant Class of Notes each holder held immediately prior to the issuance (the

"**Anti Dilution Percentage**") of such additional Notes and on the same terms offered to investors generally; provided that this paragraph (vii) shall not apply to any additional issuance of Subordinated Notes if such issuance is required in order to prevent or cure a breach by the Investment Manager of the U.S. Risk Retention Rules or in order to prevent or cure a Retention Deficiency for any reason including but not limited to, where such Retention Deficiency will occur due to an additional issuance of any Class of Notes;

(viii) (so long as the existing Notes of the Class of Notes to be issued are listed on the regulated market of the Irish Stock Exchange) the additional Notes of such Class to be issued are in accordance with the requirements of the Irish Stock Exchange and are listed on the regulated market of the Irish Stock Exchange (for so long as the rules of the Irish Stock Exchange so requires);

(ix) such additional issuances are in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;

(x) so long as the Issuer relies on the exclusion from registration as an investment company under the Investment Company Act provided by Rule 3a-7, the Issuer obtains legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that such additional issuance will not eliminate the Issuer's ability to rely on Rule 3a-7 for its exclusion from the registration requirements of the Investment Company Act;

(xi) such additional notes will have a separate ISIN number, unless the Notes of any Class and such additional notes of the same Class of Notes are fungible for U.S. federal income tax purposes;

(xii) the Investment Manager determines that the U.S. Risk Retention Rules are satisfied with respect to such additional issuance; and

(xiii) to the extent such additional issuance would cause a Retention Deficiency, the Issuer shall concurrently issue, and the Retention Holder shall purchase and hold on the same terms of the Risk Retention Letter, sufficient additional Subordinated Notes such that, after giving effect to the additional issuance and after the receipt by the Issuer of the proceeds thereof into the Unused Proceeds Account or the Principal Account (as applicable), the Retention Holder shall hold Subordinated Notes with a Principal Amount Outstanding equal to not less than five per cent. of the Aggregate Collateral Balance (adjusted to reflect such additional issuance).

(b) In addition to the requirements in (a) above the Issuer may (and shall, following the written request of the Retention Holder (acting in a commercially reasonable manner) for any reason) issue and sell additional Subordinated Notes (without issuing Notes of any other Class) 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 (the net proceeds to be (a) invested in Collateral Debt Obligations or Eligible Investments or, pending such investment, deposited in the Principal Account and invested in Eligible Investments, provided that the Issuer or the Investment Manager (acting on behalf of the Issuer) shall not enter into any binding commitments to purchase

Collateral Debt Obligations with such proceeds, until such proceeds have been deposited into the Unused Proceeds Account or the Principal Account (as applicable); or (b) paid into the Interest Account and used to make payments on any Payment Date in accordance with the Priorities of Payments);

(iv) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;

(v) the holders of the Subordinated Notes shall have been notified in writing by the Issuer 30 days prior to such issuance and shall have been afforded the opportunity to purchase additional Subordinated Notes in an amount not to exceed the Anti Dilution Percentage of such additional Subordinated Notes and on the same terms offered to investors generally; provided that this paragraph (v) shall not apply if such issuance is required in order to comply with the U.S. Risk Retention Rules or to prevent or cure a Retention Deficiency for any reason including, but not limited to where such Retention Deficiency will occur due to an additional issuance of any Class of Notes;

(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; and

(vii) the Subordinated Noteholders shall not be required to approve any additional issuance of Subordinated Notes pursuant to this Condition 17(b) (Additional Issuances) if such issuance is requested by the Retention Holder in order to prevent or cure a Retention Deficiency for any reason or to comply with the U.S. Risk Retention Rules.

References in these Conditions to the "Notes" include (unless the context requires otherwise) any other notes issued pursuant to this Condition 17 (*Additional Issuances*) and forming a single series with the Notes. Any further securities forming a single series with Notes constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

18. **Third Party Rights**

No person shall have any right to enforce any term or Condition of the Note under the Contracts (Rights of Third Parties) Act 1999.

19. **Governing Law**

(a) Governing Law

The Trust Deed and each Class of Notes and any dispute, controversy, proceedings or claim of whatever nature (whether contractual or non-contractual) arising out of or in any way relating to the Trust Deed or any Class of Notes are governed by and shall be construed in accordance with English law. The Corporate Services Agreement is governed by and shall be construed in accordance with Irish law.

(b) Jurisdiction

The courts of England are to have jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with the Notes, and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and waives any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Noteholders and the Trustee and shall not limit the right of any of them to take Proceedings in any other court of

competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Agent for Service of Process

The Issuer appoints KKR Credit Advisors (Ireland) Unlimited Company (having an office, at the date hereof, at 100 Pall Mall, London SW1Y 5NQ) 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 ceases to have such an agent in England, it will promptly appoint a substitute process agent and notify the Trustee and the Noteholders of such appointment. Nothing herein shall affect the right to service of process in any other manner permitted by law.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Refinancing Notes after (i) payment of fees and expenses payable on or about the Issue Date and (ii) without duplication, the deposit of amounts into the Expense Reserve Account in accordance with Condition 3(j)(x)(A) (*Expense Reserve Account*) are expected to be approximately €460,000,000. Such proceeds will be used by the Issuer in redemption of the Refinanced Notes and any remaining proceeds shall be deposited into the Unused Proceeds Account.

FORM OF THE NOTES

References below to Notes and to the Global Certificates and the Definitive Certificates representing such Notes are to each respective Class of Notes, except as otherwise indicated.

Initial Issue of the Notes

The Regulation S Notes of each Class (other than, in certain circumstances, Class E Notes, the Class F Notes and 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*". Furthermore, interests in any Regulation S Note may not be exchanged for interests in a Rule 144A Note or otherwise sold or transferred to a Risk Retention U.S. Person at any time during the U.S. Risk Retention Restricted Period.

The Rule 144A Notes of each Class (other than, in certain circumstances, Class E Notes, the Class F Notes and Subordinated Notes) will be represented on issue by a Rule 144A Global Certificate deposited with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may only be held at any time only through Euroclear or Clearstream, Luxembourg. See "*Book Entry Clearance Procedures*". By acquisition of a beneficial interest in a Rule 144A Global Certificate, the purchaser thereof will be deemed to represent, amongst other things, that it is a QIB/QP and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Trust Deed. See "*Transfer Restrictions*".

Beneficial interests in Global Certificates will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and as set forth in Regulation S and Rule 144A, and the Notes will bear the applicable legends regarding the restrictions set forth under "*Transfer Restrictions*". In the case of each Class of Notes, a beneficial interest in a Regulation S Global Certificate may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in denominations greater than or equal to the minimum denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by a Transfer Agent of a written certification (in the form provided in the Trust Deed) to the effect that the transferor reasonably believes that the transferee is a QIB/QP and that such transaction is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Beneficial interests in the Rule 144A Global Certificates may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate only upon receipt by a Transfer Agent of a written certification (in the form provided in the Trust Deed) from the transferor to the effect that the transfer is being made to a non-U.S. person in an offshore transaction and in accordance with Regulation S.

Any beneficial interest in a Regulation S Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate will, upon transfer, cease to be an interest in such Regulation S Global Certificate and become an interest in the Rule 144A Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Certificate for as long as it remains such an interest. Any beneficial interest in a Rule 144A Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate will, upon transfer, cease to be an interest in a Rule 144A Global Certificate and become an interest in the Regulation S Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures

applicable to beneficial interests in a Regulation S Global Certificate for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Notes, but the Transfer Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of certificated Notes.

A transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate will be deemed to represent (among other things) that it is not and is not acting on behalf of (and for so long as it holds such Note or interest therein, will not be and will not be acting on behalf of) a Benefit Plan Investor or a Controlling Person. If a transferee is unable to make such deemed representation, such transferee may not acquire such Class E Note, Class F Note or Subordinated Note unless such transferee: (i) obtains the written consent of the Issuer; (ii) provides an ERISA certificate to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*)); and (iii) holds such Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate. Any Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate shall be registered in the name of the holder thereof.

Certain of the Subordinated Notes will be registered in the name of the Retention Holder (or a nominee thereof).

See "*Terms and Conditions of the Notes*".

The Notes are not issuable in bearer form.

Amendments to Terms and Conditions

Each Global Certificate contains provisions that apply to the Notes that they represent, some of which modify the effect of the Terms and Conditions of the Notes in definitive form (See "*Terms and Conditions of the Notes*"). The following is a summary of those provisions:

Payments 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, 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.

Notices 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 shall be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for delivery thereof as required by the Conditions of such Notes provided that such notice is also made to the Company Announcements Office of the Irish Stock Exchange for so long as such Notes are listed on the regulated market of the Irish Stock Exchange and the rules of the Irish Stock Exchange so require. Such notice will be deemed to have been given to the Noteholders on the date of delivery of the relevant notice to the relevant clearing system.

Prescription 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 10 years (in the case of principal) and five years (in the case of interest) from the date on which any payment first becomes due.

Meetings 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.

Trustee's Powers 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.

Cancellation Cancellation of any Note required by the Terms and Conditions of the Notes 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.

Optional Redemption The Subordinated Noteholders' and the Controlling Class' option in Condition 7(b) (*Optional Redemption*) and Condition 7(f) (*Redemption Following Note Tax Event*) may be exercised by the holder(s) of a Definitive Certificate or a Global Certificate (as applicable) representing Subordinated Notes or Notes representing the Controlling Class (as applicable) in respect of which the option is exercised and (x) in respect of a Definitive Certificate, presenting such Definitive Certificate for endorsement of exercise, together with duly completed Redemption Notice(s) and (y) in respect of a Global Certificate, by the relevant holder(s) exercising such option pursuant to, and in accordance with, a corporate action notice issued through the clearing systems or by such other means acceptable to the Trustee, in each case, within the time limit specified in Condition 7(b) (*Optional Redemption*) or 7(f) (*Redemption Following Note Tax Event*).

Record Date So long as any Notes are represented by Global Certificates the Record Date in respect thereof shall be the close of business on the Clearing System Business Day before the relevant Payment Date.

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

Exchange for Definitive Certificates

Exchange

Each Global Certificate will be exchangeable, free of charge to the holder, on or after its Definitive Exchange Date (as defined below), in whole but not in part, for Definitive Certificates if a Global Certificate is held (directly or indirectly) on behalf of Euroclear, Clearstream, Luxembourg or an alternative clearing system and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces its intention to permanently cease business or does in fact do so.

In addition, interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in a Definitive Certificate representing the Class E Notes, Class F Notes or Subordinated Notes if a transferee is or is acting on behalf of a Benefit Plan Investor or is a Controlling Person provided: (i) such transferee has obtained the written consent of the Issuer in respect of such transfer; and (ii) the transferee has provided a Transfer Agent and the Issuer with a certification in or substantially in the form of Annex A (*Form of ERISA Certificate*) hereto.

The Registrar will not register the transfer of, or exchange of interests in, a Global Certificate for Definitive Certificates during the period from (but excluding) the Record Date to (and including) the date for any payment of principal or interest in respect of the Notes.

If only one of the Global Certificates (the "**Exchanged Global Certificate**") becomes exchangeable for Definitive Certificates in accordance with the above paragraphs, transfers of Notes may not take place between, on the one hand, persons holding Definitive Certificates issued in exchange for beneficial interests in the Exchanged Global Certificate and, on the other hand, persons wishing to purchase beneficial interests in the other Global Certificate.

"**Definitive Exchange Date**" means a day falling not less than 30 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Registrar and any Transfer Agent is located.

Delivery

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Noteholders. A person having an interest in a Global Certificate must provide the Registrar with (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Certificates and (b) in the case of the Rule 144A Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificate shall bear the legends applicable to transfers pursuant to Rule 144A, as set out under "*Transfer Restrictions*" below.

Legends

The holder of a Definitive Certificate in registered definitive form, as applicable, may transfer the Notes represented thereby in whole or in part in the applicable minimum denomination by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer and to the extent applicable, written consent of the Issuer and a duly completed ERISA certificate in or substantially in the form of that set out in Annex A (*Form of ERISA Certificate*) to a Transfer Agent and the Issuer.

Upon the transfer, exchange or replacement of a Definitive Certificate in registered definitive form, as applicable, bearing the legend referred to under "*Transfer Restrictions*" below, or upon specific request for removal of the legend on a Definitive Certificate in registered definitive form, as applicable, the Issuer will deliver only Definitive Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act.

BOOK ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the "**Clearing Systems**") currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee, the Initial Purchaser 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 Refinancing Notes (other than, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) and cross-market transfers of the Notes (other than, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) associated with secondary market trading (See "*Settlement and Transfer of Notes*" below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Certificates directly through Euroclear or Clearstream, Luxembourg if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**" and together with Direct Participants, "**Participants**") through organisations which are accountholders therein.

Book Entry Ownership

Euroclear and Clearstream, Luxembourg

Each Regulation S Global Certificate and each Rule 144A Global Certificate will have an ISIN and a Common Code and will be registered in the name of, and deposited with, a nominee of the common depositary on behalf of, Euroclear and Clearstream, Luxembourg.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note represented by a Global Certificate must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Certificate, the common depositary by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants' or accountholders' accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the

principal amount of the relevant Global Certificate as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Certificate held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Certificate and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Global Certificate in respect of each amount so paid. None of the Issuer, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Certificate held within a Clearing System is exchanged for Definitive Certificates.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market sales of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds.

RATINGS OF THE NOTES

General

It is a condition of the issue and sale of the Refinancing Notes that the Refinancing Notes be issued with at least the following ratings: the Class X Notes, "AAA (sf)" from S&P and "Aaa (sf)" from Moody's; the Class A Notes "AAA (sf)" from S&P and "Aaa (sf)" from Moody's; the Class B-1 Notes "AA (sf)" from S&P and "Aa2 (sf)" from Moody's; the Class B-2 Notes: "AA (sf)" from S&P and "Aa2 (sf)" from Moody's; the Class B-3 Notes: "AA (sf)" from S&P and "Aa2 (sf)" from Moody's; the Class C-1 Notes: "A (sf)" from S&P and "A2 (sf)" from Moody's; the Class C-2 Notes: "A (sf)" from S&P and "A2 (sf)" from Moody's; the Class D Notes: "BBB (sf)" from S&P and "Baa2 (sf)" from Moody's; and the Class E Notes: "BB (sf)" from S&P and "Ba2 (sf)" from Moody's; and the Class F Notes: "B- (sf)" from S&P and "B2 (sf)" from Moody's. The Subordinated Notes are not rated.

The ratings assigned to the Class X Notes, the Class A Notes and the Class B Notes by S&P address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the other Rated Notes by S&P address the ultimate payment of principal and interest. The ratings assigned to the Rated Notes by Moody's address the expected loss posed to investors by the legal and final maturity date of the Rated Notes.

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 Prospectus, each of the Rating Agencies is established in the European Union ("**EU**") and is registered under Regulation (EC) No 1060/2009 (as amended) (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.

S&P Ratings

S&P will rate the Rated Notes in a manner similar to the manner in which it rates other structured issues. This requires an analysis of the following:

(a) the credit quality of the portfolio of Collateral Debt Obligations securing the Notes;

(b) the cash flow used to pay liabilities and the priorities of these payments; and

(c) legal considerations.

Based on these analyses, S&P determines the necessary level of credit enhancement needed to achieve a desired rating. In this connection, the S&P CDO Monitor Test is applied prior to the end of the Reinvestment Period.

S&P's analysis includes the application of its proprietary default expectation computer model (the "**S&P CDO Monitor**"), which is used to estimate the default rate S&P projects the Portfolio is likely to experience and which will be provided to the Investment Manager on or before the Issue Date. The S&P CDO Monitor calculates the cumulative default rate of a pool of Collateral Debt Obligations and Eligible Investments consistent with a specified benchmark rating level based upon S&P's proprietary corporate debt default studies. The S&P CDO Monitor takes into consideration the rating of each Obligor, the number of Obligors, the Obligor industry concentration and the remaining weighted average maturity of each of the Collateral Debt Obligations included in the Portfolio. The risks posed by these variables are accounted for by effectively adjusting the necessary default level needed to achieve a desired rating. The higher the desired rating, the higher the level of defaults the Portfolio must withstand. For example, the higher the Obligor industry concentration or the longer the weighted average maturity, the higher the default level is assumed to be.

Credit enhancement to support a particular rating is then provided on the results of the S&P CDO Monitor, as well as other more qualitative considerations such as legal issues and management capabilities. Credit enhancement is typically provided by a combination of over

collateralisation/subordination, cash collateral/reserve account, excess spread/interest and amortisation. A cash flow model (the "**Transaction Specific Cash Flow Model**") is used to evaluate the portfolio and determine whether it can comfortably withstand the estimated level of default while fully repaying the class of debt under consideration.

There can be no assurance that actual losses on the Collateral Debt Obligations will not exceed those assumed in the application of the S&P CDO Monitor or that recovery rates and the timing of recovery with respect thereto will not differ from those assumed in the Transaction Specific Cash Flow Model. None of S&P, the Issuer, the Investment Manager, the Retention Holder, the Collateral Administrator, the Trustee or the Initial Purchaser 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.

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 Investment Manager, the legal structure and the risks associated with such structure and other factors that they deem relevant.

THE ISSUER

General

The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities and was incorporated in Ireland as a private limited company on 28 January 2014 under the Companies Act 1963 to 2012 (as amended) of Ireland with the name of Avoca CLO XI Limited and with company registration number 538500. Pursuant to an ordinary resolution and special resolution of the Issuer dated 23 August 2016, the Issuer elected to reregister as a "designated activity company" or "DAC" within the meaning of the Companies Act 2014 (as amended) of Ireland and to adopt a new constitution in connection therewith. By Certificate of Incorporation on Conversion as a Designated Activity Company dated 7 September 2016 issued by the Registrar of Companies in accordance with Section 63(8) of the Companies Act 2014 (as amended) of Ireland, the Issuer was reregistered as "Avoca CLO XI Designated Activity Company". The registered office of the Issuer is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The telephone number of the registered office of the Issuer is +353 (0)1 614 6240 and the facsimile number is +353 (0)1 614 6250.

The authorised share capital of the Issuer is €100 divided into 100 ordinary shares of €1.00 each (the "**Shares**"). The Issuer has issued 100 Shares, all of which are fully paid up of which 50 Shares are held by the Investment Manager and the remaining 50 Shares are held by Fand Limited (the "**Share Trustee**") under the terms of a declaration of trust (the "**Declaration of Trust**") dated 9 April 2014 pursuant to which the Share Trustee holds the Shares on trust for charitable purposes until the Termination Date (as defined in the Declaration of Trust) and may not dispose of or otherwise deal with the Shares for so long as there are any Notes outstanding. The holders of the Shares, acting by ordinary resolution, will have the ability to elect directors of the Issuer and may be able to take certain other actions permitted by shareholders under the Constitution of the Issuer.

The holders of the Shares may cause the Issuer to be wound up. Any such winding-up could adversely affect the holders of the Notes. The Investment Manager has undertaken in a security deed (the "**Share Charge**") dated the Original Issue Date (and subsequently novated as at the Issue Date to The Bank of New York Mellon, London Branch as successor Trustee to Law Debenture Trust Company of New York), as owner of 50 Shares as at the date thereof, and for so long as the Notes remain Outstanding, *inter alia*:

(a) not to petition for the voluntary winding-up of the Issuer until such time as the Notes have been redeemed in full;

(b) not to amend the Constitution of the Issuer until such time as the Notes have been redeemed in full; and

(c) should, at any time when the Investment Manager, or any of its Affiliates, remains the legal or beneficial owner of any Shares, the Investment Manager or any Affiliate of the Investment Manager cease to act as the Investment Manager, the Investment Manager shall, if requested by the Trustee, procure the removal of the then current board of Directors of the Issuer and appoint to such board as Directors persons nominated by the Trustee.

As security for the foregoing undertakings, the Investment Manager has granted security to the Trustee for the benefit of the Secured Parties over the Shares.

It is not anticipated that any distribution will be made on the Shares whilst any Note is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee will have no beneficial interest in and will derive no benefit (other than its fees for acting as Share Trustee) from its holding of the Shares. The Share Trustee will apply any income derived from the Issuer solely for the above purposes.

As at the Original Issue Date, The Bank of New York Mellon SA/NV, Dublin Branch was appointed as the corporate administrator of the Issuer. Subsequently, on 30 June 2015, TMF Administration Services Limited (the "**Corporate Services Provider**"), an Irish company, replaced The Bank of New York

Mellon SA/NV, Dublin Branch as the corporate administrator for the Issuer. The office of the Corporate Services Provider serves as the general business office of the Issuer. Through the office and pursuant to the terms of a corporate services agreement entered into on 30 June 2015 (the "**Corporate Services Agreement**") between the Issuer and the Corporate Services Provider, the Corporate Services Provider performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Services Agreement. In consideration of the foregoing, the Corporate Services Provider receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Services Agreement provide that either party may terminate the Corporate Services Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Services Agreement which is either incapable of remedy or which is not cured within 90 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Services Agreement at any time by giving not less than 90 days' written notice to the other party.

The Corporate Services Provider's principal office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business

The principal objects of the Issuer are set forth in Article 3 of its Constitution and include, inter alia, the power to issue securities and to raise or borrow money, to grant security over its assets for such purposes, to lend with or without security and to enter into derivative transactions. Cash flow derived from the Collateral securing the Notes will be the Issuer's only source of funds to fund payments in respect of such Notes.

So long as any of the Notes remain Outstanding, the Issuer will be subject to the restrictions set out in the Conditions and in the Trust Deed. In particular, the Issuer has undertaken not to carry out any business other than the issue of the Refinancing Notes and acquiring, holding and disposing of the Portfolio in accordance with the Conditions and the Investment Management Agreement, entering into the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Euroclear Security Agreement, any Hedge Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, the Share Charge and the Corporate Services Agreement and exercising the rights and performing the obligations under each such agreement and all other transactions incidental thereto. The Issuer will not have any substantial liabilities other than in connection with the Notes and any secured obligations. The Issuer will not have any subsidiaries (although it may incorporate Blocker Subsidiaries following the Issue Date) and, save in respect of the fees and expenses generated in connection with the issue of the Refinancing Notes (referred to below), any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the proceeds of the Issuer's issued share capital, the Issuer will not accumulate any surpluses.

The Issuer has, and will have, no material assets other than the Portfolio held from time to time, the Balances standing to the credit of the Accounts and the benefit of the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Euroclear Security Agreement, any Hedge Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, and the Corporate Services Agreement entered into by or on behalf of the Issuer from time to time, such fees (as agreed) payable to it in connection with the issue of the Refinancing Notes, the sum of €100 representing the proceeds of its issued and paid up share capital and the remainder of the amounts standing to the credit of the Issuer Irish Account. The only assets of the Issuer available to meet claims of the holders of the Notes and the other Secured Parties are the assets comprised in the Collateral.

The Notes are obligations of the Issuer alone and are not the obligation of, or guaranteed in any way by, the Directors or the company secretary of the Issuer, the Trustee, the Agents, the Investment Manager, the Initial Purchaser, any Hedge Counterparty or any obligor under any part of the Portfolio.

Directors and Company Secretary

The Issuer's Constitution provides that the board of directors of the Issuer will consist of at least two directors.

The Directors of the Issuer as at the date of this Prospectus are Bob (also known as John) Craddock and Owen Murphy. The business address of the Directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The Directors of the Issuer may engage in other activities and have other directorships. None of the Directors of the Issuer has any actual or potential conflict between their duties to the Issuer and their private interest or other duties.

The company secretary is TMF Administration Services Limited of 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business Activity

Other than the issuance of the Original 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, registered office, share trustee and company secretary and matters related to its conversion to a designated activity company (including changes to its constitution and name), the acquisition of the Portfolio, the authorisation and issue of the Refinancing Notes and activities incidental to the exercise of its rights and compliance with its obligations under the Trust Deed, the Agency Agreement, the Original Subscription Agreement, the Subscription Agreement, the Euroclear Security Agreement, any Hedge Agreement, any Reporting Delegation Agreement, the Risk Retention Letter, any Collateral Acquisition Agreements, any Participation Agreements, and the Corporate Services Agreement and the other documents and agreements entered into in connection with the issue of the Refinancing Notes and the purchase of the Portfolio.

Indebtedness

The Issuer has no indebtedness as at the date of this Prospectus, other than that which the Issuer has incurred (including the indebtedness incurred in respect of the issuance of the Original Notes) or shall incur in relation to the transactions contemplated herein.

Subsidiaries

The Issuer has no subsidiaries (although it may incorporate Blocker Subsidiaries following the Issue Date).

Administrative Expenses of the Issuer

The Issuer is expected to incur certain Administrative Expenses (as defined in Condition 1 (*Definitions*) of the Terms and Conditions of the Notes).

Financial Statements

The Issuer has published financial statements in respect of the periods ending on 31 December 2015 and 31 December 2016. The Issuer will not prepare interim financial statements. The annual accounts of the Issuer are audited. The financial year of the Issuer ends on 31 December in each year. The Issuer's profit and loss account and balance sheet can be obtained free of charge from the registered office of the Issuer or via the websites referred to in "*General Information – Documents Incorporated by Reference*" below.

The auditors of the Issuer are Deloitte, Deloitte & Touche House, 29 Earlsfort Terrace, Dublin 2, Ireland, who are chartered accountants and are members of the Institute of Chartered Accountants and registered auditors qualified in practice in Ireland.

THE INVESTMENT MANAGER

The information appearing in this section has been prepared by the Investment Manager and has not been independently verified by the Issuer, the Initial Purchaser or any other party and none of such persons assumes any responsibility for the accuracy, completeness or applicability of such information. The Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information provided by the Investment Manager, no facts have been omitted which would render the reproduced information inaccurate or misleading. None of the Initial Purchaser or any other party other than the Investment Manager assumes any responsibility for the accuracy, completeness or applicability of such information.

Investment Manager

KKR Credit Advisors (Ireland) Unlimited Company ("**KKR Credit Ireland**") was formed in 2002 as an Irish resident company by professionals with extensive experience in both leveraged finance and CLO management. KKR Credit Ireland was formed to take advantage of the growing demand for independent credit managers in European debt markets. KKR Credit Ireland currently manages a broad range of European credit funds and vehicles including structured credit vehicles and CLOs on behalf of investors.

KKR Credit Ireland's first CLO transaction, the €304 million Avoca CLO I, closed in December 2003 and was subsequently called in December 2006. It was followed in November 2004 by the €368 million Avoca CLO II, in August 2005 by the €408 million Avoca CLO III, in January 2006 by the €458 million Avoca CLO IV, in June 2006 by the €506 million Avoca CLO V, in November 2006 by the €508 million Avoca CLO VI, in April 2007 by the €711 million Avoca CLO VII, in July 2007 by the €342 million Avoca Credit Opportunities Fund, in August 2007 by the €508 million Avoca CLO VIII, in June 2008 by the €300 million Avoca CLO IX, in November 2013 by the €310.75 million Avoca Capital CLO X, in June 2014 by the €518.5 million Avoca CLO XI, in September 2014 by the €415 million Avoca CLO XII, in December 2014 by the €414 million Avoca CLO XIII, in June 2015 by the €516.1 million Avoca CLO XIV, in November 2015 by the €516.8 million Avoca CLO XV, in June 2016 by the €462.8 million Avoca CLO XVI and in December 2016 by the €465.5 million Avoca CLO XVII. KKR Credit Ireland also acquired the investment management contracts to two other CLOs, Lombard Street CLO I plc in 2009 and ACA Euro CLO 2007-I plc in 2010.

Beginning in 2009, KKR Credit Ireland has also established a number of commingled and bespoke funds and managed accounts focussed on the European debt markets. As of 31 March 2017, total funds under management by KKR Credit Ireland were approximately €7.6 billion.

The general strategy of KKR Credit Ireland's vehicles is to seek to deliver enhanced returns through relative value selection, lower defaults and higher recoveries. This is achieved through fundamental credit analysis, a focus on capital preservation with strong fundamental credit work overlaid with a willingness to trade out of names where the risk reward position has changed adversely and a low to medium diversification and high conviction approach to portfolio construction. KKR Credit Ireland's investment philosophy is focused on intensive credit analysis and continuous risk management. Members of the KKR Credit Ireland team have been investing across the capital structure in European levered buyouts since 1997.

KKR Credit Ireland's principal place of business and its registered office is 75 St Stephen's Green, Dublin 2, Ireland. KKR Credit Ireland is regulated by the Central Bank of Ireland and authorised under the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) to provide investment advice and portfolio management services. Such authorisation and investment management expertise does not, however, provide any assurance as to the future performance of KKR Credit Ireland under the Investment Management Agreement.

KKR Credit Advisors (US) LLC ("**KKR Credit US**") is registered as an investment adviser with the U.S. Securities and Exchange Commission ("**SEC**"). KKR Credit Ireland is a relying adviser of KKR Credit US. KKR Credit Ireland conducts its operations in accordance with the policies and procedures

of KKR Credit US, as applicable, and its employees are subject to KKR Credit US's supervision and control for regulatory purposes. Additional information about KKR Credit US and KKR Credit Ireland is available in Part 2A of KKR Credit US's Form ADV. A copy of KKR Credit US's most recent Form ADV is available on the SEC's Investment Adviser Public Disclosure (IAPD) website at www.adviserinfo.sec.gov.

KKR, which was founded in 1976 and is led by Henry Kravis and George Roberts, is a leading global investment firm with $137.6 billion in assets under management as of 31 March 2017. With offices around the world, KKR manages assets through a variety of investment funds and accounts covering multiple asset classes. KKR is publicly traded on the New York Stock Exchange.

KKR Credit Ireland and its personnel, including those who will be primarily responsible for managing the Portfolio under the Investment Management Agreement as set forth below, will not provide services to the Issuer on an exclusive basis which may give rise to potential or actual conflicts of interest involving the Issuer. See "*Risk Factors– Certain conflicts of interest – Investment Manager Conflicts of Interest*" above.

Personnel

Set forth below is information regarding the background of certain employees of KKR Credit Ireland, including those who will be primarily responsible for managing the Portfolio under the Investment Management Agreement. Such employees may not necessarily continue to serve in such role for the entire term of the Investment Management Agreement, and KKR Credit Ireland may employ additional personnel to perform services in relation to the Portfolio. As at 31 March 2017, KKR Credit Ireland had a team of 47 employees, including 17 investment professionals with prior experience in fields such as investment banking, asset management and accounting.

Alan Burke, Member, B.Comm, M.Acc, ACA

Alan Burke (Dublin) joined KKR in 2014 and is a Member of KKR. Mr. Burke serves as the Co-Head of KKR Credit, the firm's global credit investing business. Mr. Burke is a member of the KKR's European Leveraged Credit Investment Committee, European Private Credit Investment Committee, US CLO Investment Committee and KKR Credit Portfolio Management Committee. Prior to joining KKR, Mr. Burke was a founder and CEO of Avoca Capital, a European sub-investment grade credit manager. Before founding Avoca in 2002, he was a director of acquisition finance at Allied Irish Banks, where he led a team responsible for structuring and arranging senior and mezzanine debt finance for leveraged buyout and acquisition financings. Mr. Burke qualified as a Chartered Accountant with Arthur Andersen. Mr. Burke has a B.Comm with first class honors from National University of Ireland, Galway and a Masters of Accounting from University College Dublin.

Ali Allahbachani, Director, B.A. (Accounting & Finance), ACA

Ali Allahbachani (Dublin) joined KKR in 2014 and is a Director of KKR. Mr. Allahbachani is a portfolio manager for our European leveraged credit funds and portfolios and member of the European Leveraged Credit Investment Committee. Mr. Allahbachani has recently relocated to Dublin from San Francisco where he spent two years as the portfolio manager for KKR Credit's US CLO platform. Prior to joining KKR, he worked in a number of roles at Avoca Capital including portfolio management, trading, risk and credit management. Before joining Avoca in 2005, he was an associate director with Allied Irish Banks in London, where he was part of the bank's European leveraged finance team. He qualified as a Chartered Accountant with KPMG. He holds a B.A. in Accounting and Finance from Dublin City University and is also an associate member of the Association of Corporate Treasurers.

Clayton Perry, Managing Director and Head of Strategic Development of KKR's CLO Business, B.A., M.Sc (Economics)

Clayton Perry (San Francisco) joined KKR in 2014 and is a Managing Director of KKR. Mr. Perry is responsible for the strategic development of KKR's collateralised loan obligation business. Prior to joining KKR, Mr. Perry was Head of Business Development at Avoca Capital. Before joining Avoca in

2010, he worked for Credit Suisse for sixteen years in a variety of roles, most recently running the collateralised loan obligation arranging business. Mr. Perry has a B.A. from Otago University and an M.Sc from the London School of Economics.

Eddie O'Neill, Director, B.A. (Economics & Politics), MBS (International Business)

Eddie O'Neill (Dublin) joined KKR in 2014 and is a Director of KKR. Mr. O'Neill is a portfolio manager for our European leveraged credit funds and portfolios and member of the European Leveraged Credit Investment Committee and US CLO Investment Committee. Prior to joining KKR, Mr. O'Neill was a senior portfolio manager at Avoca Capital. Before joining Avoca in 2002, Mr. O'Neill was an associate director at Allied Irish Banks Acquisition Finance, in which he was involved in structuring and arranging senior and mezzanine debt for leveraged finance transactions. He was also responsible for the overall management of Allied Irish Bank's leveraged loan portfolio, and he developed the secondary trading platform for leveraged loans within the bank. He has a B.A. in Economics and Politics from Trinity College and an M.B.S from University College Dublin.

THE RETENTION HOLDER AND THE EU RETENTION REQUIREMENTS

The following description consists of a summary of certain provisions of the Risk Retention Letter which does not purport to be complete and is qualified by reference to the detailed provisions of the Risk Retention Letter. Terms used and not otherwise defined herein or in this Prospectus as specifically referenced herein shall have the meaning given to them in Condition 1 (Definitions) of the Terms and Conditions of the Notes.

Description of the Retention Holder

The Investment Manager shall act as Retention Holder for the purposes of the EU Retention Requirements. The Investment Manager believes that, on the basis of its current regulatory permissions, as of the date of this Prospectus, it would fall within the definition of "sponsor" contained in Regulation (EU) No. 575/2013 ("**CRR**").

The Retention

On the Issue Date, the Retention Holder, acting for its own account, will sign the Risk Retention Letter addressed to the Issuer, the Trustee and the Collateral Administrator.

The Issuer, Collateral Administrator, the Trustee (for the benefit of the Noteholders) and Morgan Stanley & Co. International plc in its capacity as sole arranger are parties to the Risk Retention Letter solely for the purposes of obtaining the benefit of the representations, warranties and covenants contained therein and under no circumstances shall any of them be deemed to have undertaken any obligations thereunder or by virtue of their entry into the Risk Retention Letter save as provided therein.

Under the Risk Retention Letter, the Retention Holder will for so long as any Class of Rated Notes remains Outstanding:

(a) undertake on an ongoing basis to retain a net economic interest in the transaction, which will be comprised of an interest in the first loss tranche (within the meaning of paragraph 1(d) of Article 405 of the CRR, paragraph 1(d) of Article 51 of the AIFMD Level 2 Regulation and paragraph 2(d) of Article 254 of the Solvency II Level 2 Regulation, in each case in force as at the Issue Date) by way of holding Subordinated Notes with an aggregate Principal Amount Outstanding, at any time, equal to an amount not less than five per cent. of the Aggregate Collateral Balance (the "**Retention**") subject to the proviso below;

(b) agree that it and its Affiliates will not sell, hedge or otherwise mitigate the Retention Holder's credit risk under or associated with the Retention or the underlying portfolio of Collateral Debt Obligations, except to the extent not restricted by the EU Retention Requirements, and subject to the proviso below;

(c) subject to any overriding legal or regulatory requirements or constraints (including those relating to confidentiality), agree to take such further 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, any time prior to maturity of the Notes (in each case at the cost and expense of the party seeking such information);

(d) agree to confirm its continued compliance with the covenants set out at paragraphs (a) and (b) above (i) promptly upon a reasonable request made in writing by any of the Issuer, the Trustee or the Collateral Administrator and (ii) in any event on a monthly basis to the Issuer, the Trustee, the Sole Arranger and the Collateral Administrator in each case in writing (which may be by way of email);

(e) represent that it: (i) is authorised to provide the ancillary service referred to in point (1) of Section B of Annex I to European Directive 2004/39/EC ("**MiFID**"); (ii) provides one or more of the investment services and activities other than those listed in points 1, 2, 4 and 5 of Section

A of Annex I to MiFID; or (iii) is permitted to hold money or securities belonging to its clients; and

(f) agree that it shall immediately notify the Issuer, the Trustee, the Collateral Administrator and the Sole Arranger if for any reason: (i) it ceases to hold the Retention in accordance with paragraph (a) above; (ii) it fails to comply with any one or more of the covenants set out in paragraphs (b) and (c) above; or (iii) the representation set out in paragraph (e) above fails to be true on any date,

provided however, the Retention Holder may transfer the Retention to the extent such transfer is permitted or required in accordance with the EU Retention Requirements and provided that such transfer would not in and of itself cause the transaction described in this Prospectus to cease to be compliant with the EU Retention Requirements, in which case the Retention Holder's obligations under paragraphs (a)-(f) above shall cease upon such transfer becoming effective.

Retention Holder Veto

Provided that no Retention Event has occurred and is continuing, no modification or any Resolution to approve the modification of the Eligibility Criteria, the Portfolio Profile Tests, the Collateral Quality Tests, the Reinvestment Criteria, or any material changes to them (save for those that are made to ensure compliance with the EU Retention Requirements) will be effective without the consent in writing of the Retention Holder. For the avoidance of doubt, if a Retention Event has occurred and is continuing, the Retention Holder shall have no veto rights; however, this shall not affect the rights of the Retention Holder to exercise its rights as a Noteholder.

THE PORTFOLIO

Terms used and not otherwise defined herein or in this Prospectus as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*) *of the Terms and Conditions of the Notes.*

The Initial Purchaser (i) did not participate in the preparation of any Monthly Report, (ii) is relying on representations from the Issuer as to the accuracy and completeness of the information contained in the Monthly Reports and (iii) shall have no responsibility whatsoever for the contents of any Monthly Report.

Introduction

Pursuant to the Investment Management Agreement, the Investment Manager is required or, as the case may be authorised 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 Investment Manager.

Acquisition and Disposition of Collateral Debt Obligations

Prior to the Issue Date, the Investment Manager has caused to be acquired by the Issuer a portfolio of Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds, the details of which as at 28 April 2017 are set out in Annex D (*Monthly Report*).

The Investment Manager has used and will continue to use reasonable endeavours to cause to be acquired by the Issuer a portfolio of Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds during the Reinvestment Period and thereafter. The Issuer anticipates that, as at the Issue Date, it, or the Investment Manager on its behalf, will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Collateral Balance of which (including amounts standing to the credit of the Principal Account) is approximately €501,033,613.96 which exceeds the Target Par Amount by €1,033,613.96.

The Issuer (or the Investment Manager on its behalf) will not acquire (whether by purchase or substitution) or dispose of a Collateral Debt Obligation, a Collateral Enhancement Obligation, an Exchanged Security or an Eligible Investment unless the Portfolio Acquisition and Disposition Requirements are met; provided that on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references to such requirements in the Investment Management Agreement and other Transaction Documents shall no longer be in effect.

If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule.

The Balance standing to the credit of the Unused Proceeds Account will be transferred to the Principal Account and/or the Interest Account, in each case, at the discretion of the Investment Manager (acting on behalf of the Issuer), provided that as at such date: (i) the Issuer has acquired or entered into binding commitments to acquire Collateral Debt Obligations, the Aggregate Principal Balance (provided that for the purposes of determining the Aggregate Principal Balance, any repayments or prepayments of any Collateral Debt Obligation subsequent to the Issue Date not subsequently reinvested shall be disregarded and the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Moody's Collateral Value) of which equals or exceeds the Reinvestment Target Par Balance (after taking into account any transfer in (ii)); and (ii) not more than one per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account.

Eligibility Criteria

Each Collateral Debt Obligation must, at the time of entering into a binding commitment to acquire such obligation by, or on behalf of, the Issuer, satisfy the following criteria (the "**Eligibility Criteria**") as determined by the Investment Manager in its reasonable discretion (capitalised terms, in each case, read and construed as if such obligation were a Collateral Debt Obligation):

(a) it is a Secured Senior Loan, a Secured Senior Bond, a Corporate Rescue Loan, an Unsecured Senior Loan, a Mezzanine Obligation, a Second Lien Loan or a High Yield Bond;

(b) it is (A)(I) denominated in Euro or (II) a Non-Euro Obligation and no later than the trade date of the acquisition thereof the Issuer (or the Investment Manager on its behalf) enters into an Asset Swap Transaction with a notional amount in the relevant currency equal to the aggregate principal amount of such obligation and otherwise complies with the requirements set out in respect of such obligation in the Investment Management Agreement and (B) is not convertible into or payable in any other currency;

(c) it is not a Defaulted Obligation or a Credit Impaired Obligation;

(d) it is not a lease (including, for the avoidance of doubt, a financial lease);

(e) it is not a Structured Finance Security, pre-funded letter of credit, collateralised letter of credit or a Synthetic Security;

(f) it provides for a fixed amount of principal payable in cash on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortisation or prepayment in each case at a price of less than par;

(g) it is not an equity security (or an obligation which is convertible into an equity security) and it does not constitute "margin stock" (as defined under Regulation U issued by the Board of Governors of the United States Federal Reserve System);

(h) 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 (with the exception of commitment fees, facility fees, and other similar fees associated with Collateral Debt Obligations constituting Revolving Obligations and Delayed Drawdown Collateral Debt Obligations and taxes imposed under FATCA) imposed by any jurisdiction unless either: (i) such withholding tax can be sheltered by application being made under the applicable double tax treaty or otherwise; or (ii) the Obligor is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding on an after-tax basis;

(i) other than in the case of Corporate Rescue Loans, it has an S&P Rating of "CCC-" or higher and a Moody's Rating of not lower than "Caa3";

(j) it is not a debt obligation whose repayment is subject to substantial non-credit related risk;

(k) 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 arise out of future drawing obligations under an obligation that would be a Revolving Obligation or Delayed Drawdown Collateral Debt Obligation if it were a Collateral Debt Obligation and which are fully collateralised and where such monetary liabilities or obligations of the Issuer can be met by the Issuer without breaching any applicable legal and/or regulatory requirements and save only to the extent permitted in the Portfolio Profile Tests; (ii) which may arise at its option; (iii) which are fully collateralised; (iv) which are subject to limited recourse provisions similar to those set out in the Trust Deed; (v) which are owed to the agent bank in relation to the performance of its duties under such obligation; or (vi) which may arise as a result of an undertaking to participate in a financial restructuring of such obligation where such undertaking is contingent upon the redemption in full of such obligation on or before the time by which the Issuer is obliged to enter into the restructured obligation and where the restructured obligation satisfies the Restructured Obligation Criteria, to the extent that such liabilities or obligations are able to be provided by the Issuer without breaching any applicable legal and/or regulatory requirements and for the avoidance of doubt, the Issuer is not liable to pay any amounts in respect of a restructured obligation, provided that, in respect of paragraph (vi) only, that the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer following such restructuring shall not exceed the redemption amounts from such restructured obligation;

(l) it will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;

(m) is an Eligible Asset (so long as the Portfolio Acquisition and Disposition Requirements are applicable);

(n) it is not a debt obligation that pays scheduled interest less frequently than annually;

(o) it is not subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action for a price less than its par amount plus all accrued and unpaid interest;

(p) the Collateral Debt Obligation Stated Maturity thereof falls prior to the Maturity Date of the Notes;

(q) its acquisition by the Issuer will not result in the imposition of stamp duty, stamp duty reserve tax or similar tax or duty payable by or otherwise recoverable 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 obligation;

(r) upon acquisition, both (i) the 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)), the Issuer (or the Investment Manager on behalf of the Issuer) has notified the Trustee if any Collateral Debt Obligation that is a bond is held through the Custodian but not held through Euroclear or does not satisfy the requirements relating to Euroclear collateral specified in the Trust Deed and has taken such action as the Trustee may require to effect such security interest;

(s) is an obligation of an Obligor or Obligors Domiciled in a Qualifying Country;

(t) it has not been called for, and is not subject to a pending redemption;

(u) 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;

(v) it is not an obligation whose acquisition by the Issuer will cause the Issuer to be deemed to have participated in a primary loan origination in the United States or other trade or business in the United States;

(w) it must require the consent of at least 66⅔ per cent. of the lenders to the Obligor thereunder for any change that is adverse to the interests of holders thereof in the principal repayment profile or interest applicable on such obligation (for the avoidance of doubt, excluding any changes originally envisaged in the loan documentation), provided that in the case of a Collateral Debt Obligation that is a bond, such percentage requirement shall refer to the percentage of holders required to approve a resolution on any such matter, either as a percentage of those attending a quorate bondholder meeting or as a percentage of all bondholders acting by way of a written resolution;

(x) it is not a Project Finance Loan;

(y) it is in registered form for U.S. federal income tax purposes if it is an obligation of a U.S. person, pays U.S. source interest or is a "registration required obligation" as defined in Section 163(f) of the Code;

(z) it is not a Deferring Security;

(aa) if it is a Delayed Drawdown Collateral Debt Obligation or a Revolving Obligation, it is capable of being drawn in Euro only and is not payable in or convertible into another currency;

(bb) it is not a Collateral Debt Obligation of KKR or any Portfolio Company sponsored by KKR that was organised or incorporated in the United States;

(cc) it is not an asset (i) that is treated as an equity interest in an entity that is treated as a partnership or other fiscally transparent entity for U.S. federal income tax purpose unless the entity is not treated, at any time, as engaged in a trade or business within the United States for U.S. federal income tax purposes and the asset otherwise complies with the Eligibility Criteria and (ii) the gain from the disposition of which would be subject to U.S. federal income or withholding tax under section 897 or section 1445, respectively, of the Code;

(dd) it is not a PIK Obligation;

(ee) it is not a Zero Coupon Obligation;

(ff) it is not a Collateral Debt Obligation issued by an Obligor which has total current indebtedness (comprised of all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under its respective loan agreements and other debt instruments (including the Underlying Instruments) of less than €100,000,000;

(gg) it does not have an "f", "r", "p", "pi", "q", "(sf)" or "t" subscript assigned by S&P; and

(hh) it has a minimum purchase price of 60 per cent. of the Principal Balance of such Collateral Debt Obligation.

Other than (i) Issue Date Collateral Debt Obligations which must satisfy the Eligibility Criteria on the Issue Date and (ii) Restructured Obligations 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 Investment Manager on behalf of the Issuer entered into a binding agreement to purchase such obligation.

"**Portfolio Company**" means any company that is controlled by the Investment Manager or an Affiliate thereof, or an account, fund, client or portfolio established and controlled by the Investment Manager or an Affiliate thereof. For the purposes of this definition, control shall mean that the Investment Manager or an Affiliate thereof has the power, directly or indirectly, (x) to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such company, or (y) to direct or cause the direction of the management and policies of such company, account, fund, client or portfolio, whether by contract or otherwise.

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

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

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

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

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

Restructured Obligations

If a Collateral Debt Obligation becomes the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor, and for the avoidance of doubt, such restructuring is in connection with an insolvency, bankruptcy, reorganisation, debt restructuring or workout of the Obligor thereof, such obligation shall only constitute a Restructured Obligation if:

(a) such obligation satisfies each of the criteria comprising the Eligibility Criteria other than the criteria set out at paragraphs (c), (h), (i) and (n) (but only if such obligation is a PIK Obligation or a Zero Coupon Obligation), (p) and (t) (but only if notwithstanding the fact that a Collateral Debt Obligation is subject to a pending redemption, the redemption price of such Collateral Debt Obligation is 100 per cent. of the Principal Balance of such Collateral Debt Obligation), (dd), (ee) and (hh) thereof;

(b) it has an S&P Rating; and

(c) in the case of an obligation which, as a result of such restructuring, would have a Collateral Debt Obligation Stated Maturity falling on or after the Maturity Date of the Notes (a "**Long-Dated Restructured Obligation**"), not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Long-Dated Restructured Obligations,

(such applicable criteria, the "**Restructured Obligation Criteria**").

The repayment of a Collateral Debt Obligation 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 and not as the acquisition of a Restructured Obligation.

Management of the Portfolio

Overview

The Investment Manager (acting on behalf of the Issuer) is permitted, in certain circumstances and, subject to certain requirements, to sell Collateral Debt Obligations and Exchanged Securities and to reinvest the Sale Proceeds (other than accrued interest on such Collateral Debt Obligations included in Interest Proceeds by the Investment Manager) thereof in Substitute Collateral Debt Obligations. The Investment Manager shall notify the Collateral Administrator of all necessary details of the Collateral Debt Obligation or Exchanged Security to be sold and the proposed Substitute Collateral Debt Obligation to be purchased and the Collateral Administrator (on behalf of the Issuer) shall determine

and shall provide confirmation to the Issuer and the Investment Manager of whether the Portfolio Profile Tests, Reinvestment Criteria and the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) which are required to be satisfied, maintained or improved in connection with any such sale or reinvestment are satisfied, maintained or improved or, if any such criteria are not satisfied, maintained or improved, shall notify the Issuer and the Investment Manager of the reasons and the extent to which such criteria are not so satisfied, maintained or improved.

The Investment Manager will determine and use reasonable endeavours to cause to be purchased by the Issuer, Collateral Debt Obligations (including all Substitute Collateral Debt Obligations) taking into account the Eligibility Criteria and, where applicable, the Reinvestment Criteria and the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) and the guidelines in the Investment Management Agreement and will monitor the performance of the Collateral Debt Obligations on an ongoing basis to the extent practicable using sources of information reasonably available to it and provided that the Investment Manager shall not be responsible for determining whether or not the terms of any individual Collateral Debt Obligation have been observed.

The activities referred to below that the Investment Manager may undertake on behalf of the Issuer are subject to the Issuer's monitoring of the performance of the Investment Manager under the Investment Management Agreement.

Sale of Collateral Debt Obligations

Sales of Collateral Debt Obligations shall be in accordance with the Portfolio Acquisition and Disposition Requirements (so long as they are applicable).

Sale of Non-Eligible Issue Date Collateral Debt Obligations

The Investment Manager, acting on behalf of the Issuer shall sell any Issue Date Collateral Debt Obligations which do not comply with the Eligibility Criteria on the Issue Date (each a "**Non-Eligible Issue Date Collateral Debt Obligation**"). Any Sale Proceeds received in connection therewith may be reinvested in Substitute Collateral Debt Obligations satisfying the Eligibility Criteria and the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) or credited to the Principal Account pending such reinvestment.

Sale of Credit Impaired Obligations, Credit Improved Obligations and Defaulted Obligations

Credit Impaired Obligations, Credit Improved Obligations and Defaulted Obligations may be sold in accordance with the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) at any time by the Investment Manager (acting on behalf of the Issuer) subject to:

(a) the Investment Manager's knowledge, no Event of Default having occurred which is continuing; and

(b) the Investment Manager certifying to the Trustee and the Collateral Administrator that it believes, in its reasonable business judgement, that such security constitutes a Credit Impaired Obligation, a Credit Improved Obligation or a Defaulted Obligation, as the case may be.

Discretionary Sales

The Issuer or the Investment Manager (acting on behalf of the Issuer) may, in accordance with the Portfolio Acquisition and Disposition Requirements (so long as they are applicable), dispose of any Collateral Debt Obligation (other than a Credit Improved Obligation, a Credit Impaired Obligation, a Defaulted Obligation or an Exchanged Security, each of which may only be sold in the circumstances provided above) at any time (other than during a Restricted Trading Period) provided:

(a) to the Investment Manager's knowledge, no Event of Default having occurred which is continuing;

(b) after giving effect to such sale, the Aggregate Principal Balance of all Collateral Debt Obligations sold as described in this paragraph during the preceding 12 calendar months (or, for

the first 12 calendar months after the Issue Date, during the period commencing on the Issue Date) is not greater than 30 per cent. of the Aggregate Collateral Balance as of the first day of such 12 calendar month period (or as of the Issue Date, as the case may be); and

(c) either:

(i) during the Reinvestment Period, the Investment Manager reasonably believes prior to such sale that it will be able to enter one or more binding commitments to reinvest all or a portion of the proceeds of such sale in one or more additional Collateral Debt Obligations within 45 days after the settlement of such sale in accordance with the Reinvestment Criteria; or

(ii) at any time, either: (1) the Sale Proceeds from such sale are at least equal to the Investment Criteria Adjusted Balance of such Collateral Debt Obligation; or (2) after giving effect to such sale, the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value) of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, the Sale Proceeds of such sale) *plus*, without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account and including Eligible Investments therein but save for any interest accrued on Eligible Investments will be greater than (or equal to) the Reinvestment Target Par Balance.

"**Investment Criteria Adjusted Balance**" means with respect to a Collateral Debt Obligation, the Principal Balance of such Collateral Debt Obligation, provided that the Investment Criteria Adjusted Balance of:

(a) a Deferring Security shall be the lesser of:

(i) its S&P Collateral Value; and

(ii) its Moody's Collateral Value;

(b) a Discount Obligation shall be the product of such obligation's:

(i) purchase price (expressed as a percentage of par); and

(ii) Principal Balance;

(c) a Zero Coupon Obligation shall be its accreted value; and

(d) a Collateral Debt Obligation which has been included in the calculation of the CCC/Caa Excess shall be its Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Collateral Debt Obligation as of such date of determination) multiplied by the Principal Balance of such Collateral Debt Obligation,

provided that if a Collateral Debt Obligation satisfies two or more of (a) through (d) above, the Investment Criteria Adjusted Balance of such Collateral Debt Obligation shall be calculated using the category which results in the lowest value.

Restricted Trading Period

The Issuer or the Investment Manager (acting on its behalf) shall promptly notify Moody's and S&P upon the occurrence of a Restricted Trading Period.

Sale of Collateral Prior to Maturity Date

In the event of: (i) any redemption of the Rated Notes in whole prior to the Maturity Date; or (ii) receipt of notification from the Trustee of enforcement of the security over the Collateral; the Investment Manager (acting on behalf of the Issuer) will (at the direction of the Trustee following the enforcement of such security), as far as practicable, arrange for liquidation of the Collateral in order to

procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date and sell all or part of the Portfolio, as applicable, in accordance with Condition 7 (*Redemption and Purchase*) and the Investment Management Agreement.

Sale of Assets which do not Constitute Collateral Debt Obligations

If an asset did not satisfy the Eligibility Criteria on the date it was required to do so in accordance with the Investment Management Agreement, the Investment Manager shall use commercially reasonable efforts to sell such asset, provided that the Portfolio Acquisition and Disposition Requirements are satisfied (for so long as they are applicable). Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

Disposal of Unsaleable Assets

Following the delivery of prior written notice of a proposed Optional Redemption in accordance with Condition 7(b)(iv)(A) (*Terms and Conditions of an Optional Redemption*), or the delivery of a notice of acceleration or automatic acceleration of the Notes in accordance with Condition 10(b)(i) (*Acceleration*), the Investment Manager, acting on behalf of the Issuer, may conduct an auction of Unsaleable Assets. The Issuer will provide notice (in such form as is prepared by the Investment Manager) to the Noteholders in accordance with the Conditions (and, for so long as any Rated Notes are Outstanding, the Rating Agencies) of such auction, setting forth in reasonable detail a description of each Unsaleable Asset and the following auction procedures:

(a) any Noteholder may submit a written bid to purchase for cash one or more Unsaleable Assets no later than the date specified in the auction notice (which shall be at least 15 Business Days after the date of such notice) and, for any Unsaleable Asset for which one or more bids are received, the Investment Manager, on behalf of the Issuer, will deliver such Unsaleable Asset to the highest bidder against payment in cash of the bid price;

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

(c) if no Noteholder submits such a bid for an Unsaleable Asset, unless delivery in kind is not legally permissible or commercially practicable, the Investment Manager will direct the Issuer to notify, and the Issuer will notify each Noteholder in accordance with the Conditions of the offer to deliver (at no cost to the Noteholders, the Investment Manager or the Trustee) a *pro rata* portion of each unsold Unsaleable Asset to the Noteholders of the most senior Class that provide delivery instructions to the Investment Manager on or before the date specified in such notice, subject to minimum denominations. To the extent that minimum denominations do not permit a *pro rata* distribution, the Investment Manager will identify and distribute the Unsaleable Assets on a *pro rata* basis to the extent possible and the Investment Manager will select by lottery the Noteholder to whom the remaining portion will be delivered. The Investment Manager will use commercially reasonable efforts to effect delivery of such portions of unsold Unsaleable Assets. For the avoidance of doubt, any such delivery to the Noteholders will not operate to reduce the principal amount outstanding of the related Notes held by such Noteholders; and

(d) if no such Noteholder provides delivery instructions to the Investment Manager, the Investment Manager will take such action (if any) as directed pursuant to an Issuer Order to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means.

"**Issuer Order**" means each order from the Investment Manager, on behalf of the Issuer in accordance with and subject to the terms of the Investment Management Agreement, to the Trustee, the Collateral Administrator, the Custodian and the Account Bank with a copy to the Issuer, notifying the Trustee and the Collateral Administrator of:

(a) a proposed acquisition of any Collateral Debt Obligation;

(b) a proposed sale of any Collateral Debt Obligation; or

(c) the requirement to present and/or surrender any Collateral Debt Obligation to the issuer thereof in connection with the exercise of any option thereunder or the acceptance of any offer relating thereto,

which, in the case of (b) or (c) above, will be deemed to direct the Trustee to release the relevant Collateral Debt Obligation from the security constituted by or pursuant to the Trust Deed, in each case, in such form and containing such information as the Issuer, the Investment Manager, the Collateral Administrator and the Trustee may from time to time agree.

Reinvestment of Collateral Debt Obligations

"**Reinvestment Criteria**" means, during the Reinvestment Period, the criteria set out under "*During the Reinvestment Period*" below and following the expiry of the Reinvestment Period, the criteria set out below under "*Following the Expiry of the Reinvestment Period*". The Reinvestment Criteria shall not apply in the case of the acquisition of a Collateral Debt Obligation which has been restructured where such restructuring has become binding on the holders thereof (whether or not such obligation would constitute a Restructured Obligation) other than in respect of Principal Proceeds required for such restructuring.

During the Reinvestment Period

During the Reinvestment Period, the Investment Manager (acting on behalf of the Issuer) may, at its discretion, reinvest any Principal Proceeds in the purchase of Substitute Collateral Debt Obligations satisfying the Eligibility Criteria (and, where applicable, provided the Portfolio Acquisition and Disposition Requirements are met) provided that immediately after entering into a binding commitment to acquire such Collateral Debt Obligation and taking into account existing commitments, the criteria set out below must be satisfied:

(a) to the Investment Manager's knowledge, no Event of Default has occurred that is continuing at the time of such purchase;

(b) the Coverage Tests are satisfied or if (other than with respect to the reinvestment of any proceeds received upon the sale of, or as a recovery on, any Defaulted Obligation) as calculated immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation the Principal Proceeds of which are being reinvested, any Coverage Test was not satisfied, the coverage ratio relating to such test will be maintained or improved after giving effect to such reinvestment when compared with the result of such test immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;

(c) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Impaired Obligation or a Defaulted Obligation either:

  (i) the Aggregate Principal Balance of all Substitute Collateral Debt Obligations purchased with such Sale Proceeds shall at least equal such Sale Proceeds; or

  (ii) the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and, without duplication, (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account and including any Eligible Investments (save for interest accrued on Eligible Investments) is greater than the Reinvestment Target Par Balance;

(d) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Improved Obligation either:

(i) the Aggregate Principal Balance shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale of the relevant Credit Improved Obligation; or

(ii) the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and, without duplication, (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account including any Eligible Investments (save for interest accrued on Eligible Investments) is greater than the Reinvestment Target Par Balance;

(e) either: (A) each of the Portfolio Profile Tests and the Collateral Quality Tests will be satisfied; or (B) if any of the Portfolio Profile Tests or the Collateral Quality Tests are not satisfied such test will be maintained or improved after giving effect to such reinvestment when compared with the results of such tests immediately prior to the sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation, *provided* that in the case of a Substitute Collateral Debt Obligation purchased with the Sale Proceeds of a Credit Impaired Obligation or a Defaulted Obligation, the S&P CDO Monitor Test will not apply;

(f) the date on which the Issuer (or the Investment Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Substitute Collateral Debt Obligation occurs during the Reinvestment Period;

(g) with respect to the reinvestment of Sale Proceeds (other than Sale Proceeds from Credit Improved Obligations, Credit Impaired Obligations, Defaulted Obligations and Exchanged Securities) either:

(i) the Aggregate Principal Balance of all Collateral Debt Obligations shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale that generates such Sale Proceeds; or

(ii) after giving effect to such sale, the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Substitute Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligations); and, without duplication, (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account and including any Eligible Investments (save for interest accrued on Eligible Investments) is greater than the Reinvestment Target Par Balance;

(h) no Retention Deficiency occurs as a direct result of, and immediately after giving effect to, such reinvestment; and

(i) if such trade date occurs at a time when the Issuer knowingly cannot rely or elects not to rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder, and the Issuer is not able to rely on an exclusion or exemption from registration under the Investment Company Act other than those provided by Section 3(c)(1) or Section 3(c)(7) thereunder, such Collateral Debt Obligation is not a Collateral Enhancement Obligation that is a security, a Secured Senior Bond, a Mezzanine Obligation or a High Yield Bond.

Following the Expiry of the Reinvestment Period

Following the expiry of the Reinvestment Period, only Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations received after the Reinvestment Period may be reinvested by the Issuer or the Investment Manager (acting on behalf of the Issuer) in one or more Substitute Collateral Debt Obligations satisfying the Eligibility Criteria (and, where applicable, provided the Portfolio Acquisition and Disposition Requirements are met), in each case provided that:

(a) the Aggregate Principal Balance of such Substitute Collateral Debt Obligations equals or exceeds (i) the Aggregate Principal Balance of the related Collateral Debt Obligations that produced such Unscheduled Principal Proceeds or Sale Proceeds or (ii) the amount of Sale Proceeds of such Credit Impaired Obligations, as the case may be;

(b) the Moody's Maximum Weighted Average Rating Factor Test is satisfied after giving effect to such reinvestment;

(c) the Weighted Average Life Test was satisfied on the last Business Day of the Reinvestment Period and is satisfied immediately after giving effect to such reinvestment;

(d) sub-paragraphs (l) and (m) of the Portfolio Profile Tests are satisfied after giving effect to such reinvestment;

(e) each Coverage Test is satisfied immediately prior to and after giving effect to such reinvestment;

(f) a Restricted Trading Period is not currently in effect;

(g) either: (I) the Portfolio Profile Tests and the Collateral Quality Tests (except the Moody's Maximum Weighted Average Rating Factor Test, the Weighted Average Life Test, the Moody's Minimum Diversity Test and the S&P CDO Monitor Test (which, for the avoidance of doubt, is not applicable following the expiry of the Reinvestment Period) are satisfied); or (II) if any such test was not satisfied immediately prior to such reinvestment, such test will be satisfied after giving effect to such reinvestment or will be maintained or improved after giving effect to such reinvestment;

(h) to the Investment Manager's knowledge, no Event of Default has occurred that is continuing at the time of such reinvestment;

(i) such Substitute Collateral Debt Obligations will have the same or a higher S&P Rating as the related Collateral Debt Obligation(s) that produced such Unscheduled Principal Proceeds or Sale Proceeds, as the case may be;

(j) the Collateral Debt Obligation Stated Maturity of each Substitute Collateral Debt Obligation is the same as or earlier than the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds;

(k) no Retention Deficiency occurs as a direct result of, and immediately after giving effect to, such reinvestment; and

(l) if such trade date occurs at a time when the Issuer knowingly cannot rely or elects not to rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder, and the Issuer is not able to rely on an exclusion or exemption from registration under the Investment Company Act other than those provided by Section 3(c)(1) or Section 3(c)(7) thereunder, such Collateral Debt Obligation is not a Collateral Enhancement Obligation that is a security, a Secured Senior Bond, a Mezzanine Obligation or a High Yield Bond.

Following the expiry of the Reinvestment Period, any Unscheduled Principal Proceeds and any Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations that have not

been reinvested as provided above prior to the end of the Due Period in which such proceeds were received shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payments on the following Payment Date (subject as provided at the end of this paragraph), save that the Investment Manager (acting on behalf of the Issuer) may in its discretion procure that Unscheduled Principal Proceeds and Sale Proceeds from the sale of any Credit Impaired Obligations or Credit Improved Obligations are paid into the Principal Account and designated for reinvestment in Substitute Collateral Debt Obligations, in which case such Principal Proceeds shall not be so disbursed in accordance with the Principal Proceeds Priority of Payments for so long as they remain so designated for reinvestment but for no longer than the later of (i) 30 calendar days following receipt by the Issuer and (ii) the end of the following Due Period; provided that, in each case where any of the applicable Reinvestment Criteria are not satisfied as of the Payment Date next following receipt of such Sale Proceeds or Unscheduled Principal Proceeds, all such funds shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payments set out in Condition 3(c)(ii) (*Application of Principal Proceeds*) and such funds shall be applied only in redemption of the Notes in accordance with the Priorities of Payments.

The Portfolio Acquisition and Disposition Requirements

Notwithstanding anything to the contrary herein, the Issuer (or the Investment Manager on its behalf) will not acquire (whether by purchase or substitution) or dispose of any Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment unless the following requirements are satisfied (the "**Portfolio Acquisition and Disposition Requirements**"):

(i) a Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment, if being acquired by the Issuer, is an Eligible Asset;

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

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

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

provided that, on any date, subject to the satisfaction as of such date of (x) the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) or (y) the Opt Out Condition, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act in accordance with this paragraph, in which case, at all times thereafter, there will be no Portfolio Acquisition and Disposition Requirements and all references to such requirements in the Investment Management Agreement and other Transaction Documents shall no longer be in effect.

If the Issuer (or the Investment Manager, acting on behalf of the Issuer) elects not to rely on, or if the Issuer were otherwise determined not to qualify for, Rule 3a-7 for its exclusion from registration under the Investment Company Act, the Issuer shall not acquire any asset that is not permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule if, based on legal advice

obtained from U.S. nationally recognised counsel knowledgeable in such matters, such acquisition would cause the Issuer to be considered a "covered fund" for purposes of the Volcker Rule.

Amendments to Collateral Debt Obligation Stated Maturities of Collateral Debt Obligations

The Issuer (or the Investment Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment only if, after giving effect to such Maturity Amendment: (a) the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than the Maturity Date of the Rated Notes; and (b) the Weighted Average Life Test is satisfied. If the Issuer (or the Investment Manager on its behalf) has not voted in favour of a Maturity Amendment which would contravene the requirements of this paragraph but the Collateral Debt Obligation Stated Maturity has been extended, by way of scheme of arrangement or otherwise, the Issuer (or the Investment Manager acting on its behalf) may but shall not be required to sell such Collateral Debt Obligation provided that in any event the Investment Manager (on behalf of the Issuer) shall dispose of such Collateral Debt Obligation prior to the Maturity Date. Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

"**Maturity Amendment**" means with respect to any Collateral Debt Obligation, any waiver, refinancing, modification, amendment or variance that would extend the Collateral Debt Obligation Stated Maturity of such Collateral Debt Obligation. For the avoidance of doubt, a waiver, refinancing, modification, amendment or variance that would extend the Collateral Debt Obligation Stated Maturity of the credit facility of which a Collateral Debt Obligation is part, but would not extend the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation held by the Issuer, does not constitute a Maturity Amendment.

Expiry of the Reinvestment Criteria Certification

Immediately preceding the end of the Reinvestment Period, the Investment Manager will deliver to the Trustee and the Collateral Administrator a schedule of Collateral Debt Obligations purchased by the Issuer with respect to which purchases the trade date has occurred but the settlement date has not yet occurred and will certify to the Trustee that sufficient Principal Proceeds are available (including for this purpose, cash on deposit in the Principal Account, any scheduled distributions of Principal Proceeds, as well as any Principal Proceeds that will be received by the Issuer from the sale of Collateral Debt Obligations for which the trade date has already occurred but the settlement date has not yet occurred) to effect the settlement of such Collateral Debt Obligations.

Reinvestment Overcollateralisation Test

During the Reinvestment Period, if, on any Payment Date during such period after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) of the Interest Proceeds Priority of Payments, the Reinvestment Overcollateralisation Test has not been satisfied, then on the related Payment Date, Interest Proceeds in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment pursuant to paragraph (V) of the Interest Proceeds Priority of Payments and (2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) of the Interest Proceeds Priority of Payments would be sufficient to cause the Reinvestment Overcollateralisation Test to be satisfied shall be paid into the Principal Account as Principal Proceeds to purchase additional Collateral Debt Obligations provided that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Investment Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) a Retention Deficiency.

Designation for Reinvestment

The Investment Manager shall, on each Determination Date, notify the Issuer and the Collateral Administrator in writing of all Principal Proceeds which the Investment Manager determines in its discretion (acting on behalf of the Issuer, and subject to the terms of Investment Management Agreement as described above) shall remain designated for reinvestment (or in the case of proceeds

received from additional issuance of Notes, investment) on or after the following Payment Date, in which event such Principal Proceeds shall not constitute Principal Proceeds which are to be paid into the Payment Account and disbursed on such Payment Date in accordance with the Priorities of Payments.

The Investment Manager (acting on behalf of the Issuer) may direct that the proceeds of sale of any Collateral Debt Obligation which represents accrued interest be designated as Interest Proceeds and paid into the Interest Account, 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, save for: (i) Purchased Accrued Interest; (ii) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts; and (iii) any interest received in respect of a Defaulted Obligation for so long as it is a Defaulted Obligation other than Defaulted Obligation Excess Amounts; provided that (x) the amount of any Defaulted Obligation Excess Amounts Interest Amount can only be distributed as Interest Proceeds in accordance with the Interest Proceeds Priority of Payments in equal instalments over the Defaulted Obligation Excess Amounts Distribution Period; and (y) the Investment Manager may at its discretion elect to apply any Defaulted Obligation Excess Amounts Reinvested Amount, as Principal Proceeds to purchase additional Collateral Debt Obligations (provided always that the Defaulted Obligation Excess Amounts Reinvested Amount shall be treated as Interest Proceeds for the purposes of determining any Par Value Ratio), and if it so elects, an amount equal to the Defaulted Obligation Excess Amounts Reinvested Amount may be transferred from the Principal Account to the Interest Account to be paid in equal instalments during the remaining Defaulted Obligation Excess Amounts Distribution Period.

Application of Proceeds of Additional Issuances

The Investment Manager (acting on behalf of the Issuer) shall apply the Principal Proceeds received from the issuance of additional notes pursuant to the Trust Deed and as described in Condition 17 (*Additional Issuances*) to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes and ownership of and disposition of the Collateral Debt Obligations.

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 Investment Manager (acting on behalf of the Issuer) but subject to the terms of the Investment Management Agreement and Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding the foregoing, in any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of acquisition thereof with Principal Proceeds and/or principal amounts from the Unused Proceeds Account shall constitute Purchased Accrued Interest and shall be deposited into the Principal Account as Principal Proceeds.

Block Trades

The requirements described herein with respect to the Portfolio shall be deemed to be satisfied upon any sale and/or purchase of Collateral Debt Obligations on any day if such Collateral Debt Obligations satisfy such requirements in aggregate rather than on an individual basis.

For the purpose of calculating compliance with the Reinvestment Criteria at the election of the Investment Manager in its sole discretion, any proposed investment (whether a single Collateral Debt Obligation or a group of Collateral Debt Obligations) identified by the Investment Manager as such at the time (the "**Initial Trading Plan Calculation Date**") when compliance with the Reinvestment Criteria is required to be calculated (a "**Trading Plan**") may be evaluated after giving effect to all sales

and reinvestments proposed to be entered into within the 20 Business Days following the date of determination of such compliance (such period, the "**Trading Plan Period**"); *provided* that: (i) no Trading Plan may result in the purchase of Collateral Debt Obligations having an Aggregate Principal Balance that exceeds 5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value) as of the first day of the Trading Plan Period; (ii) no Trading Plan Period may include a Payment Date; (iii) no more than one Trading Plan may be in effect at any time during a Trading Plan Period, *provided* that no Trading Plan may result in the averaging of the purchase price of a Collateral Debt Obligation or Collateral Debt Obligations purchased at separate times for purposes of determining whether any particular Collateral Debt Obligation is a Discount Obligation; and (iv) if the Reinvestment Criteria are satisfied prospectively after giving effect to a Trading Plan, but are not satisfied upon the completion of the related Trading Plan, Rating Agency Confirmation from S&P is obtained with respect to the effectiveness of additional Trading Plans (it being understood that Rating Agency Confirmation from S&P shall only be required once following any failure of a Trading Plan); provided that no Trading Plan may result in the averaging of the purchase price of a Collateral Debt Obligation or Collateral Debt Obligations purchased at separate times for purposes of determining whether any particular Collateral Debt Obligation is a Discount Obligation. For the avoidance of doubt, compliance with the Reinvestment Criteria upon completion of a Trading Plan pursuant to (iv) above, shall be calculated with respect to those Collateral Debt Obligations that were actually sold and/or purchased as part of the relevant Trading Plan on the basis of data used as at the Initial Trading Plan Calculation Date.

Eligible Investments

Subject to the Portfolio Acquisition and Disposition Requirements (so long as they are applicable), the Issuer or the Investment Manager (acting on behalf of the Issuer) may from time to time purchase Eligible Investments out of the Balances standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Accounts, the Unfunded Revolver Reserve Account and the Payment Account). For the avoidance of doubt, Eligible Investments may be sold by the Issuer or the Investment Manager (acting on behalf of the Issuer) at any time in accordance with the Portfolio Acquisition and Disposition Requirements as long as they are applicable, provided that only Eligible Investments which are permitted to be held by any entity relying on the loan securitisation exemption under the Volcker Rule may be purchased at a time when the Issuer knowingly cannot rely or elects not to rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder, and the Issuer is not able to rely on an exclusion or exemption from registration under the Investment Company Act other than those provided by Section 3(c)(1) or Section 3(c)(7) thereof.

Collateral Enhancement Obligations

The Investment Manager (acting on behalf of the Issuer) may, from time to time, subject to the Portfolio Acquisition and Disposition 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 no such purchase shall occur at a time when the Issuer knowingly cannot rely or elects not to rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder, and the Issuer is not able to rely on an exclusion or exemption from registration under the Investment Company Act other than those provided by Section 3(c)(1) or Section 3(c)(7) thereunder.

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 Collateral Enhancement Amounts paid in accordance with the Priorities of Payments and, subject as provided below, such Investment Manager Advances as the Investment Manager makes in its discretion.

The Investment Manager may also, at its discretion, fund the purchase or exercise of one or more Collateral Enhancement Obligations by making an Investment Manager Advance to the Issuer during the Reinvestment Period, provided that no more than four Investment Manager Advances may be made during such period, and no single Investment Manager Advance may be for an amount less than €500,000 and the aggregate of all Investment Manager Advances may not exceed €8,000,000. Each Investment Manager Advance will bear interest at the applicable EURIBOR rate plus a margin of 4.0 per cent. per annum. Repayment by the Issuer of any Investment Manager Advance to the Investment Manager will only be made pursuant to and in accordance with the Priorities of Payments.

Collateral Enhancement Obligations may be sold, subject to the Portfolio Acquisition and Disposition Requirements (so long as they are applicable), at any time and all Collateral Enhancement Obligation Proceeds received by the Issuer shall be deposited into the Collateral Enhancement Account and may, at the discretion of the Investment Manager, be transferred to the Principal Account for allocation in accordance with the Principal Proceeds Priority of Payments, the Interest Account for allocation in accordance with the Interest Proceeds Priority of Payments or be retained in the Collateral Enhancement Account for allocation in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments.

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

Exchanged Securities

Any Exchanged Security may be sold at any time, subject to the Portfolio Acquisition and Disposition Requirements (for so long as they are applicable) by the Investment Manager in its discretion (acting on behalf of the Issuer) subject to, to the Investment Manager's knowledge, no Event of Default having occurred which is continuing.

In addition to any discretionary sale of Exchanged Securities as provided above, the Investment Manager shall be required by the Issuer to use its commercially reasonable efforts to sell (on behalf of the Issuer) any Exchanged Security which constitutes Margin Stock, as soon as practicable upon its receipt or upon its becoming Margin Stock (as applicable) and at all times as permitted by applicable law.

Exercise of Warrants and Options

The Investment Manager acting on behalf of the Issuer, may, at any time, subject to the Portfolio Acquisition and Disposition Requirements (for 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 Investment Management Agreement requires that the Investment Manager, on behalf of the Issuer, shall use reasonable endeavours to sell any Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment 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

Subject to the satisfaction of certain conditions in the Investment Management Agreement and the Portfolio Acquisition and Disposition Requirements (so long as they are applicable), the Investment Manager shall be authorised to purchase, on behalf of the Issuer, Non-Euro Obligations from time to time provided that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that

satisfies paragraph (b) of the Eligibility Criteria (either as an Eligibility Criterion or as a Restructured Obligation Criterion) if not later than the trade date of the acquisition thereof, the Investment Manager procures entry by the Issuer into an Asset Swap Transaction pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligation, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by an Asset Swap Counterparty. The Investment Manager (on behalf of the Issuer) shall be authorised to enter into spot exchange transactions, as necessary, to fund the Issuer's payment obligations under any Asset Swap Transaction. Rating Agency Confirmation shall be required in relation to entry into each Asset Swap Transaction unless such Asset Swap Transaction is a Form-Approved Asset Swap Agreement. See the "*Hedging Arrangements*" section of this Prospectus.

Revolving Obligations and Delayed Drawdown Collateral Debt Obligations

The Investment Manager acting on behalf of the Issuer, may acquire in accordance with the Portfolio Acquisition and Disposition 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). Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may or may not provide that they may be repaid and reborrowed from time to time by the Obligor thereunder. Upon acquisition of any Revolving Obligations and Delayed Drawdown Collateral Debt Obligations, the Issuer shall deposit into the Unfunded Revolver Reserve Account amounts equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations. To the extent required, the Issuer, or the Investment Manager acting on its behalf, may direct that amounts standing to the credit of the Unfunded Revolver Reserve Account be deposited with a third party from time to time as collateral for any reimbursement or indemnification obligations owed by the Issuer to any other lender in connection with a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation, as applicable and upon receipt of an Issuer Order the Trustee shall be deemed to have released such amounts from the security granted thereover pursuant to the Trust Deed and the Euroclear Security Agreement.

Participations

The Investment Manager acting on behalf of the Issuer, may from time to time in accordance with the Portfolio Acquisition and Disposition Requirements (so long as they are applicable) acquire Collateral Debt Obligations from Selling Institutions by way of Participation provided that at the time such Participation is taken:

(a) the percentage of the Aggregate Collateral Balance that represents Participations (including, for the avoidance of doubt each participation and sub participation from which the Issuer, directly or indirectly derives its interest in the relevant Collateral Debt Obligation) entered into by the Issuer with a single Selling Institution will not exceed the individual and aggregate percentages set forth in the Bivariate Risk Table determined by reference to the credit rating of such third party (or any guarantor thereof); and

(b) the percentage of the Aggregate Collateral Balance that represents Participations (including, for the avoidance of doubt each participation and sub participation from which the Issuer, directly or indirectly derives its interest in the relevant Collateral Debt Obligation) entered into by the Issuer with Selling Institutions (or any guarantor thereof) each having the same credit rating

(taking the lowest rating assigned thereto by any Rating Agency), will not exceed the aggregate third party credit exposure limit set forth in the Bivariate Risk Table for such credit rating.

Any guarantee in respect of the obligations of Selling Institutions must satisfy the then current S&P guarantee criteria.

Each Participation entered into pursuant to a sub-participation agreement shall be substantially in the form of:

(a) the LSTA Model Participation Agreement for par/near par trades (as published by the Loan Syndications and Trading Association Inc. from time to time);

(b) the LMA Funded Participation (Par) (as published by the Loan Market Association from time to time); or

(c) such other documentation provided such agreement contains limited recourse and non-petition language substantially the same as the Trust Deed.

Assignments

The Investment Manager acting on behalf of the Issuer, may from time to time in accordance with the Portfolio Acquisition and Disposition 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 Investment Manager acting on behalf of the Issuer shall have complied, to the extent within their control, with any requirements relating to such Assignment set out in the relevant loan documentation for such Collateral Debt Obligation (including, without limitation, with respect to the form of such Assignment and obtaining the consent of any person specified in the relevant loan documentation).

Bivariate Risk Table

The following is the bivariate risk table (the "**Bivariate Risk Table**") and as referred to in "*Portfolio Profile Tests*" below and "*Participations*" above. For the purposes of the limits specified in the Bivariate Risk Table, the individual third party credit exposure limit shall be determined by reference to all Participations (excluding any Defaulted Obligations) entered into by the Issuer with the same counterparty (such amount in respect of such entity, the "**Third Party Exposure**") and the applicable percentage limits shall be determined by reference to the lower of the Moody's or S&P ratings applicable to such counterparty and the aggregate third party credit exposure limit shall be determined by reference to the aggregate of Third Party Exposure of all such counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Bivariate Risk Table

Long-Term Issuer Credit Rating of Selling Institution S&P	**Individual Third Party Credit Exposure Limit***	**Aggregate Third Party Credit Exposure Limit***
AAA	20%	20%
AA+	10%	10%
AA	10%	10%
AA-	10%	10%
A+	5%	5%
A	5%	5%
A- or below	0%	0%

Long-Term / Short Term Senior Unsecured Debt Rating of Selling Institution Moody's	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
Aaa	20%	20%
Aa1	10%	20%
Aa2	10%	20%
Aa3	10%	15%
Al	5%	10%
A2 and P-1	5%	5%
A2 (without a Moody's short-term rating of at least P-1) or below	0%	0%

* As a percentage of the Aggregate Collateral Balance (excluding any Defaulted Obligations) the aggregate third party credit exposure limit shall be determined by reference to the aggregate of the third party credit exposure of all such Counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Portfolio Profile Tests and Collateral Quality Tests

Measurement of Tests

The Portfolio Profile Tests and the Collateral Quality Tests will be used as criteria for purchasing Collateral Debt Obligations. The Collateral Administrator will measure the Portfolio Profile Tests and the Collateral Quality Tests on each Measurement Date (save as otherwise provided herein).

Substitute Collateral Debt Obligations in respect of which a binding commitment has been made to purchase such Substitute Collateral Debt Obligations but such purchase has not been settled shall nonetheless be deemed to have been purchased for the purposes of the Portfolio Profile Tests and the Collateral Quality Tests. Collateral Debt Obligations in respect of which a binding commitment has been made to sell such Collateral Debt Obligations but such sale has not been settled shall nonetheless be deemed to have been sold for the purposes of the Portfolio Profile Tests and the Collateral Quality Tests. See "*Reinvestment of Collateral Debt Obligations*" above.

Notwithstanding the foregoing, the failure of the Portfolio to meet the requirements of the Portfolio Profile Tests or the Collateral Quality Tests at any time shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation.

Portfolio Profile Tests

The Portfolio Profile Tests will consist of each of the following:

(a) not less than 90.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Secured Senior Loans or Secured Senior Bonds (which term, for the purposes of this paragraph (a), shall comprise the aggregate of the Aggregate Principal Balance of the Secured Senior Loans and Secured Senior Bonds and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds, in each case as at the relevant Measurement Date);

(b) not less than 70.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Secured Senior Loans (which term, for the purposes of this paragraph (b), shall comprise the aggregate of the Aggregate Principal Balance of the Secured Senior Loans and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds, in each case as at the relevant Measurement Date);

(c) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds;

(d) with respect to Secured Senior Loans and Secured Senior Bonds, not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligations of any single Obligor, provided that the Aggregate Principal Balance of Secured Senior Loans and Secured Senior Bonds of up to three Obligors may each represent up to 3.0 per cent. of the Aggregate Collateral Balance;

(e) with respect to Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds not more than 1.5 per cent. of the Aggregate Collateral Balance shall be the obligations of any single Obligor;

(f) with respect to all Collateral Debt Obligations, not more than 3.0 per cent. of the Aggregate Collateral Balance shall be the obligations of a single Obligor;

(g) not more than 10.0 per cent. of the Aggregate Collateral Balance shall be Collateral Debt Obligations issued by obligors that belong to any single S&P Industry Classification, provided that the largest S&P Industry Classification may comprise up to 17.5% of the Aggregate Collateral Balance, the second-largest S&P Industry Classification may comprise up to 15.0% of the Aggregate Collateral Balance, and the third-largest S&P Industry Classification may comprise up to 12.0% of the Aggregate Collateral Balance; provided however that the three largest S&P Industry Classifications may not comprise in aggregate, more than 40.0% of the Aggregate Collateral Balance;

(h) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Participations;

(i) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of Current Pay Obligations;

(j) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Annual Obligations;

(k) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;

(l) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Caa Obligations;

(m) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are CCC Obligations;

(n) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of Bridge Loans;

(o) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans and not more than 2.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans issued by a single Obligor;

(p) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fixed Rate Collateral Debt Obligations;

(q) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling below "Aa3" unless Rating Agency Confirmation from Moody's is obtained;

(r) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling below "A3" unless Rating Agency Confirmation from Moody's is obtained;

(s) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with a country ceiling rating below "A-" by S&P;

(t) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations whose Moody's Rating is derived from an S&P Rating;

(u) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations whose S&P Rating is derived from a Moody's Rating;

(v) not more than 25.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Cov-Lite Loans;

(w) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Non-Euro Obligations;

(x) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations issued by Obligors each of which has total current indebtedness (comprised of all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under their respective loan agreements and other debt instruments (including the Underlying Instruments) of between €150,000,000 and €250,000,000; and

(y) the limits specified in the Bivariate Risk Table determined by reference to the Moody's Ratings and S&P Ratings of Selling Institutions shall be satisfied.

"**Annual Obligations**" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than semi-annually.

"**Bridge Loan**" shall mean any Collateral Debt Obligation that: (i) is incurred in connection with a merger, acquisition, consolidation, sale of all or substantially all of the assets of a person, restructuring or similar transaction; (ii) by its terms, is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings (provided, however, that any additional borrowing or refinancing having a term of more than one year may be included as a Bridge Loan if one or more financial institutions shall have provided the Obligor with a binding written commitment to provide the same); and (iii) prior to its purchase by the Issuer, has an S&P Rating and a Moody's Rating.

"**S&P Industry Classification**" 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	Geographic Scope
1020000	Energy Equipment & Services	G
1030000	Oil, Gas & Consumable Fuels	G
2020000	Chemicals	G
2030000	Construction Materials	L
2040000	Containers & Packaging	R
2050000	Metals & Mining	G
2060000	Paper & Forest Products	G
3020000	Aerospace & Defense	R
3030000	Building Products	L

Asset Code	Asset Description	Geographic Scope
3040000	Construction & Engineering	L
3050000	Electrical Equipment	G
3060000	Industrial Conglomerates	G
3070000	Machinery	R
3080000	Trading Companies & Distributors	G
3110000	Commercial Services & Supplies	R
3210000	Air Freight & Logistics	G
3220000	Airlines	G
3230000	Marine	G
3240000	Road & Rail	R
3250000	Transportation Infrastructure	G
4011000	Auto Components	G
4020000	Automobiles	G
4110000	Household Durables	L
4120000	Leisure Products	L
4130000	Textiles, Apparel & Luxury Goods	R
4210000	Hotels, Restaurants & Leisure	R
4310000	Media	R
4410000	Distributors	G
4420000	Internet and Catalog Retail	R
4430000	Multiline Retail	L
4440000	Specialty Retail	L
5020000	Food & Staples Retailing	L
5110000	Beverages	R
5120000	Food Products	R
5130000	Tobacco	R

Asset Code	Asset Description	Geographic Scope
5210000	Household Products	L
5220000	Personal Products	L
6020000	Health Care Equipment & Supplies	R
6030000	Health Care Providers & Services	R
6110000	Biotechnology	R
6120000	Pharmaceuticals	G
7011000	Banks	G
7020000	Thrifts & Mortgage Finance	R
7110000	Diversified Financial Services	G
7120000	Consumer Finance	R
7130000	Capital Markets	G
7210000	Insurance	G
7310000	Real Estate Management & Development	L
7311000	Real Estate Investment Trusts (REITs)	R
8020000	Internet Software & Services	G
8030000	IT Services	G
8040000	Software	G
8110000	Communications Equipment	G
8120000	Technology Hardware, Storage & Peripherals	G
8130000	Electronic Equipment, Instruments & Components	G
8210000	Semiconductors & Semiconductor Equipment	G
9020000	Diversified Telecommunication Services	G
9030000	Wireless Telecommunication	G

Asset Code	Asset Description	Geographic Scope
	Services	
9520000	Electric Utilities	R
9530000	Gas Utilities	R
9540000	Multi-Utilities	R
9550000	Water Utilities	R
9551701	Diversified Consumer Services	L
9551702	Independent Power and Renewable Electricity Producers	R
9551727	Life Sciences Tools & Services	R
9551729	Health Care Technology	R
9612010	Professional Services	R

The percentage requirements applicable to different types of Collateral Debt Obligations specified in the Portfolio Profile Tests shall be determined by reference to the Aggregate Principal Balance of such type of Collateral Debt Obligations, excluding Defaulted Obligations.

Collateral Quality Tests

The Collateral Quality Tests will consist of each of the following:

(a) so long as any Notes rated by S&P are Outstanding, until the expiry of the Reinvestment Period only, the S&P CDO Monitor Test;

(b) so long as any Notes rated by Moody's are Outstanding:

  (i) the Moody's Minimum Diversity Test;

  (ii) the Moody's Maximum Weighted Average Rating Factor Test; and

  (iii) the Moody's Minimum Weighted Average Recovery Rate Test; and

(c) so long as any Rated Notes are Outstanding:

  (i) the Minimum Weighted Average Spread Test; and

  (ii) the Weighted Average Life Test,

each as defined in the Investment Management Agreement.

Moody's Test Matrix

Subject to the provisions provided below, the Investment Manager has elected which of the cases set forth in the matrix to be set out in the Investment Management Agreement (the "**Moody's Test Matrix**") shall be applicable for purposes of the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Diversity Test and the Minimum Weighted Average Spread Test. For any given case:

(1) the applicable column for performing the Moody's Minimum Diversity Test will be the column (or linear interpolation between two adjacent columns, as applicable) in which the elected case is set out;

(2) the applicable row and column for performing the Moody's Maximum Weighted Average Rating Factor Test will be the row and column (or linear interpolation between two adjacent rows and/or two adjacent columns, as applicable) in which the elected case is set out; and

(3) the applicable row for performing the Minimum Weighted Average Spread Test will be the row (or linear interpolation between two adjacent rows, as applicable) in which the elected test is set out.

On 30 September 2014, the Investment Manager was required to elect which case should apply initially. At any time thereafter, on two Business Days' notice to the Issuer, the Trustee, the Collateral Administrator and Moody's, the Investment Manager may elect to have a different case apply, provided that the Moody's Minimum Diversity Test, the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test applicable to the case to which the Investment Manager desires to change are satisfied or, in the case of any tests that are not satisfied, are closer to being satisfied. In no event will the Investment Manager be obliged to elect to have a different case apply. The Moody's Test Matrix set out below may be amended and/or supplemented and/or replaced by the Investment Manager subject to Rating Agency Confirmation from Moody's in accordance with Condition 14(c)(xix) (*Modification and Waiver*).

Moody's Test Matrix

Minimum Weighted Average Spread	Minimum Diversity Score													
	20	**24**	**28**	**30**	**32**	**34**	**36**	**38**	**40**	**44**	**48**	**52**	**56**	**60**
2.00%	1282	1330	1378	1402	1426	1450	1474	1483	1492	1511	1529	1547	1558	1568
2.10%	1385	1439	1494	1508	1548	1575	1586	1596	1607	1628	1649	1661	1673	1685
2.20%	1488	1550	1612	1614	1674	1683	1698	1710	1722	1746	1750	1754	1758	1762
2.30%	1592	1643	1694	1720	1780	1790	1794	1819	1844	1850	1870	1890	1905	1920
2.40%	1695	1779	1864	1878	1882	1900	1910	1945	1954	1972	1981	2007	2025	2040
2.50%	1798	1909	1956	1958	1987	2009	2046	2050	2067	2087	2091	2128	2144	2159
2.60%	1871	1963	2024	2055	2086	2117	2129	2129	2153	2178	2202	2228	2253	2279
2.70%	1917	2017	2106	2143	2180	2201	2237	2255	2278	2320	2324	2330	2379	2399
2.80%	1974	2068	2153	2186	2226	2253	2273	2305	2323	2372	2375	2405	2431	2448
2.90%	2010	2135	2210	2241	2272	2309	2335	2351	2385	2422	2460	2485	2520	2538
3.00%	2047	2176	2267	2296	2334	2359	2381	2417	2439	2476	2500	2533	2570	2592
3.10%	2078	2214	2303	2337	2380	2408	2431	2451	2482	2513	2550	2590	2615	2646
3.20%	2128	2256	2350	2380	2421	2447	2476	2505	2535	2575	2609	2642	2664	2699
3.30%	2158	2294	2396	2441	2474	2509	2526	2558	2573	2615	2647	2690	2707	2738
3.40%	2203	2336	2428	2476	2508	2541	2573	2591	2614	2661	2697	2739	2755	2792
3.50%	2228	2374	2463	2508	2552	2582	2611	2647	2672	2715	2745	2780	2808	2829
3.60%	2273	2398	2503	2548	2593	2623	2649	2689	2717	2755	2793	2827	2851	2881
3.70%	2304	2435	2545	2593	2626	2657	2693	2720	2751	2798	2837	2876	2901	2918
3.80%	2355	2470	2586	2621	2656	2699	2732	2772	2787	2834	2881	2912	2939	2970
3.90%	2386	2515	2613	2656	2699	2745	2770	2798	2825	2875	2925	2950	2992	3012
4.00%	2400	2538	2645	2690	2743	2771	2800	2833	2865	2923	2954	2992	3037	3059
4.10%	2428	2574	2685	2739	2775	2805	2846	2868	2907	2949	2999	3034	3074	3096
4.20%	2466	2625	2720	2769	2805	2841	2886	2915	2939	2982	3037	3076	3099	3133
4.30%	2509	2651	2760	2811	2843	2888	2911	2950	2973	3028	3070	3109	3134	3158
4.40%	2532	2686	2790	2830	2885	2920	2955	2986	3006	3052	3107	3148	3173	3208
4.50%	2555	2720	2835	2865	2915	2952	2980	3022	3039	3094	3134	3174	3204	3235
4.60%	2578	2739	2850	2910	2946	2974	3021	3054	3072	3123	3174	3209	3245	3279
4.70%	2604	2773	2892	2944	2981	3014	3051	3088	3110	3159	3207	3244	3280	3314
4.80%	2630	2794	2924	2967	3009	3047	3089	3113	3144	3199	3240	3280	3313	3339
4.90%	2660	2822	2953	3011	3049	3077	3120	3148	3181	3232	3279	3310	3341	3380
5.00%	2696	2854	2985	3038	3073	3111	3142	3181	3205	3258	3301	3349	3381	3415
5.10%	2707	2888	3015	3060	3109	3149	3179	3214	3238	3288	3337	3372	3406	3434
5.20%	2734	2921	3043	3089	3140	3174	3216	3250	3270	3330	3363	3409	3438	3468
5.30%	2777	2937	3065	3110	3169	3212	3250	3282	3301	3353	3396	3435	3469	3502
5.40%	2804	2970	3090	3141	3192	3234	3275	3306	3336	3384	3431	3474	3501	3536
5.50%	2817	2983	3107	3176	3215	3254	3300	3333	3362	3416	3464	3498	3545	3570
5.60%	2844	3010	3137	3198	3239	3285	3319	3367	3391	3435	3491	3528	3566	3603
5.70%	2859	3027	3164	3222	3268	3314	3354	3389	3420	3475	3522	3567	3595	3637
5.80%	2886	3060	3188	3247	3292	3338	3378	3414	3444	3509	3552	3594	3634	3661
5.90%	2912	3084	3210	3271	3317	3362	3403	3434	3474	3534	3588	3621	3663	3690
6.00%	2929	3111	3232	3290	3344	3387	3425	3462	3503	3561	3610	3653	3691	3724

The S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" will be satisfied on any date of determination during the Reinvestment Period if, after giving effect to the purchase of any additional Collateral Debt Obligation, the S&P CDO Monitor Adjusted BDR is equal to or greater than the S&P CDO Monitor SDR. The S&P CDO Monitor Test shall only be applicable to the junior-most Class of Notes rated "AAA".

"**S&P CDO Monitor Adjusted BDR**" means the threshold value for the S&P CDO Monitor Test, calculated as a percentage by adjusting the S&P CDO Monitor BDR for changes in the Principal Balance of the Collateral Debt Obligations relative to the Reinvestment Target Par Balance as follows:

S&P CDO Monitor BDR * (OP / NP) + (NP – OP) / (NP * (1 – S&P Weighted Average Recovery Rate)), where OP = Reinvestment Target Par Balance; and NP = the sum of the Aggregate Principal Balances of the Collateral Debt Obligations (excluding any Defaulted Obligations), Principal Proceeds, and the sum of the products of the lower of the S&P Recovery Rate or the Market Value of each obligation with an S&P Rating below "CCC-" and the Principal Balance of the relevant obligation.

"**S&P CDO Monitor BDR**" means the value calculated using the formula provided by S&P on or around the Issue Date:

S&P CDO Monitor BDR = C0 + (C1 * S&P Weighted Average Spread) + (C2 * S&P Weighted Average Recovery Rate).

C0, C1 and C2 will not change unless S&P provides an updated S&P CDO Monitor Input File at the request of the Investment Manager following the Issue Date. As at the Issue Date, C0, C1 and C2 have the following values: C0 = 0.250704617990264; C1 = 3.55824023124079 and C2 = 0.857883040905257.

"**S&P Weighted Average Spread**" means the aggregate of the Weighted Average Spread (*provided* that, for the purposes of this definition, the Aggregate Excess Funded Spread shall be deemed to be zero) plus the Weighted Average Coupon Adjustment Percentage.

"**S&P CDO Monitor Input File**" means the file provided to the Investment Manager or the Collateral Administrator by S&P setting out any new S&P CDO Monitor BDR coefficients applicable after the Issue Date.

"**S&P CDO Monitor SDR**" means the percentage derived from the following equation: 0.329915 + (1.210322 * EPDR) – (0.586627 * DRD) + (2.538684 / ODM) + (0.216729 / IDM) + (0.0575539 / RDM) – (0.0136662 * WAL), where EPDR is the S&P Expected Portfolio Default Rate; DRD is the S&P Default Rate Dispersion; ODM is the S&P Obligor Diversity Measure; IDM is the S&P Industry Diversity Measure; RDM is the S&P Regional Diversity Measure; and WAL is the Weighted Average Life. The S&P CDO Monitor SDR represents an estimate of the level of defaults the CLO collateral pool would experience under a "AAA" stress level.

"**S&P Default Rate**" means, with respect to all Collateral Debt Obligations, the default rate determined in accordance with Annex C (*S&P Default Rate Table*) of this Prospectus using such Collateral Debt Obligation's S&P Rating and the number of years to maturity (determined using linear interpolation if the number of years to maturity is not an integer).

"**S&P Default Rate Dispersion**" means, with respect to all Collateral Debt Obligations, (A) the sum of the product of (i) the Principal Balance of each such Collateral Debt Obligation and (ii) the absolute value of (x) the S&P Default Rate *minus* (y) the S&P Expected Portfolio Default Rate divided by (B) the Aggregate Principal Balance for all such Collateral Debt Obligations.

"**S&P Expected Portfolio Default Rate**" means, with respect to all Collateral Debt Obligations, (i) the sum of the product of (x) the Principal Balance of each such Collateral Debt Obligation and (y) the S&P Default Rate divided by (ii) the Aggregate Principal Balance for all such Collateral Debt Obligations.

"**S&P Industry Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Debt Obligations within each S&P Industry Classification in the portfolio, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Debt Obligations from all the S&P Industry Classifications in the portfolio, squaring the result for each industry, then taking the reciprocal of the sum of these squares.

"**S&P Obligor Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Debt Obligations from each obligor and its affiliates, then dividing each such Aggregate Principal Balance by the Aggregate Principal Balance of Collateral Debt Obligations from all the obligors in the portfolio, then squaring the result for each obligor, then taking the reciprocal of the sum of these squares.

"**S&P Regional Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Debt Obligations within each S&P region set forth in the table headed "CDO Evaluator Country Codes, Regions and Recovery Groups" in Annex B (*S&P Recovery Rates*) of this Prospectus, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Debt Obligations from all S&P regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Weighted Average Recovery Rate**" means, as of any Measurement Date, the number (expressed as a percentage and determined separately for each Class of Rated Notes) obtained by summing the products obtained by multiplying the Principal Balance (excluding Purchased Accrued Interest) of each Collateral Debt Obligation by its S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations and rounding up to the nearest 0.1 per cent. For purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

The Moody's Minimum Diversity Test

The "**Moody's Minimum Diversity Test**" will be satisfied as at any Measurement Date if the Diversity Score equals or exceeds the number set forth in the column entitled "Minimum Diversity Score" in the Moody's Test Matrix based upon the applicable "row/column" combination chosen by the Investment Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)).

The "**Diversity Score**" is a single number that indicates collateral concentration and correlation in terms of both issuer and industry concentration and correlation. It is similar to a score that Moody's uses to measure concentration and correlation for the purposes of its ratings. A higher Diversity Score reflects a more diverse portfolio in terms of the issuer and industry concentration. The Diversity Score for the Collateral Debt Obligations is calculated by summing each of the Industry Diversity Scores which are calculated as follows and rounding the result up to the nearest whole number (provided that no Defaulted Obligations shall be included in the calculation of the Diversity Score or any component thereof):

(a) an "**Average Principal Balance**" is calculated by summing the Obligor Principal Balances and dividing by the sum of the aggregate number of issuers and/or borrowers represented;

(b) an "**Obligor Principal Balance**" is calculated for each Obligor represented in the Collateral Debt Obligations by summing the Principal Balances of all Collateral Debt Obligations (excluding Defaulted Obligations) issued by such Obligor, provided that if a Collateral Debt Obligation has been sold or is the subject of an optional redemption or Offer, and the Sale Proceeds or Unscheduled Principal Proceeds from such event have not yet been reinvested in Substitute Collateral Debt Obligations or distributed to the Noteholders or the other creditors of the Issuer in accordance with the Priorities of Payments, the Obligor Principal Balance shall be calculated as if such Collateral Debt Obligation had not been sold or was not subject to such an optional redemption or Offer;

(c) an "**Equivalent Unit Score**" is calculated for each Obligor by taking the lesser of (i) one and (ii) the Obligor Principal Balance for such Obligor divided by the Average Principal Balance;

(d) an "**Aggregate Industry Equivalent Unit Score**" is then calculated for each of the 32 Moody's industrial classification groups by summing the Equivalent Unit Scores for each Obligor in the industry (or such other industrial classification groups and Equivalent Unit Scores as are published by Moody's from time to time); and

(e) an "**Industry Diversity Score**" is then established by reference to the Diversity Score Table shown below (or such other Diversity Score Table as is published by Moody's from time to time) (the "**Diversity Score Table**") for the related Aggregate Industry Equivalent Unit Score. If the Aggregate Industry Equivalent Unit Score falls between any two such scores shown in the Diversity Score Table, then the Industry Diversity Score is the lower of the two Diversity Scores in the Diversity Score Table.

For purposes of calculating the Diversity Scores any 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

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
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
4.4500	2.5000	9.5500	3.9000	14.6500	4.4700	19.7500	4.9800
4.5500	2.5333	9.6500	3.9250	14.7500	4.4800	19.8500	4.9900
4.6500	2.5667	9.7500	3.9500	14.8500	4.4900	19.9500	5.0000
4.7500	2.6000	9.8500	3.9750	14.9500	4.5000		
4.8500	2.6333	9.9500	4.0000	15.0500	4.5100		
4.9500	2.6667	10.0500	4.0100	15.1500	4.5200		

The Moody's Maximum Weighted Average Rating Factor Test

The "**Moody's Maximum Weighted Average Rating Factor Test**" will be satisfied as at any Measurement Date if the Adjusted Weighted Average Moody's Rating Factor as at such Measurement Date is equal to or less than the sum of:

(a) the number set forth in the Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Investment Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), (acting on behalf of the Issuer) as at such Measurement Date; *plus*

(b) the Moody's Weighted Average Recovery Adjustment,

provided, *however*, that the sum of (a) and (b) may not exceed 3,900.

The "**Moody's Weighted Average Rating Factor**" is determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, excluding Defaulted Obligations, by its Moody's Rating Factor, dividing such sum by the Aggregate Principal Balances of all such Collateral Debt Obligations, excluding Defaulted Obligations, and rounding the result down to the nearest whole number.

The "**Moody's Rating Factor**" relating to any Collateral Debt Obligation is the number set forth in the table below opposite the Moody's Default Probability Rating of such Collateral Debt Obligation.

Moody's Default Probability Rating	Moody's Rating Factor	Moody's Default Probability Rating	Moody's Rating Factor
Aaa	1	Ba1	940
Aa1	10	Ba2	1,350
Aa2	20	Ba3	1,766
Aa3	40	B1	2,220
A1	70	B2	2,720
A2	120	B3	3,490
A3	180	Caa1	4,770
Baa1	260	Caa2	6,500

Moody's Default Probability Rating	Moody's Rating Factor	Moody's Default Probability Rating	Moody's Rating Factor
Baa2	360	Caa3	8,070
Baa3	610	Ca or lower	10,000

The "**Moody's Weighted Average Recovery Adjustment**" means, as of any Measurement Date, the greater of:

(a) zero; and

(b) the product of:

(i) (A) the Weighted Average Moody's Recovery Rate as of such Measurement Date multiplied by 100 *minus* (B) 42; and

(ii) (A) with respect to the adjustment of the Moody's Maximum Weighted Average Rating Factor Test:

(1) 55 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or higher than 2.00 per cent. but less than 3.10 per cent.;

(2) 60 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or greater than 3.10 per cent. but less than 4.00 per cent.; and

(3) 65 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or greater than 4.00 per cent; and

(B) with respect to adjustment of the Minimum Weighted Average Spread:

(1) 0.04 per cent. if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is less than 3.00 per cent.;

(2) 0.08 per cent. if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is greater than or equal to 3.00 per cent. and less than 3.50 per cent.; and

(3) 0.12 per cent. in all other cases,

provided that if the Weighted Average Moody's Recovery Rate for purposes of determining the Moody's Weighted Average Recovery Adjustment is greater than 60 per cent., then such Weighted Average Moody's Recovery Rate shall equal 60 per cent. unless the Rating Agency Confirmation from Moody's is received;

provided further that the amount specified in clause (b)(i) above may only be allocated once on any Measurement Date and the Investment Manager shall designate to the Collateral Administrator in writing on each such date the portion of such amount that shall be allocated to clause (b)(ii)(A) and the

portion of such amount that shall be allocated to clause (b)(ii)(B) (it being understood that, absent an express designation by the Investment Manager, all such amounts shall be allocated to clause (b)(ii)(A)).

"**Adjusted Weighted Average Moody's Rating Factor**" means, as of any Measurement Date, a number equal to the Moody's Weighted Average Rating Factor determined in the following manner: for purposes of determining a Moody's Default Probability Rating, Moody's Rating or Moody's Derived Rating in connection with determining the Moody's Weighted Average Rating Factor for purposes of this definition, each applicable rating on credit watch by Moody's that is on (a) positive watch will be treated as having been upgraded by one rating subcategory, (b) negative watch will be treated as having been downgraded by two rating subcategories and (c) negative outlook will be treated as having been downgraded by one rating subcategory and rounding the result down to the nearest whole number.

The Moody's Minimum Weighted Average Recovery Rate Test

The "**Moody's Minimum Weighted Average Recovery Rate Test**" will be satisfied, as at any Measurement Date, if the Weighted Average Moody's Recovery Rate is greater than or equal to (i) 42 per cent. *minus* (ii) the Moody's Weighted Average Rating Factor Adjustment, provided however that the result of (i) *minus* (ii) may not be less than 35.00 per cent.

The "**Weighted Average Moody's Recovery Rate**" means, as of any Measurement Date, the number, expressed as a percentage, obtained by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation (excluding Defaulted Obligations) by its corresponding Moody's Recovery Rate and dividing such sum by the Aggregate Principal Balance (excluding Defaulted Obligations) and rounding the result up to the nearest 0.1 per cent.

The "**Moody's Weighted Average Rating Factor Adjustment**" means an amount, expressed as a percentage, as of any Measurement Date equal to the greater of:

(a) zero; and

(b) the number obtained by dividing:

(i) (A) the number set forth in the Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Investment Manager (acting on behalf of the Issuer) (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), as at such Measurement Date *minus* (B) the Adjusted Weighted Average Moody's Rating Factor; by

(ii)

(A) 50 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or higher than 2.00 per cent. but less than 2.50 per cent.;

(B) 60 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or higher than 2.50 per cent. but less than 3.00 per cent.;

(C) 65 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment Manager (or interpolating between two adjacent rows, as applicable) is equal to or higher than 3.00 per cent. but less than 3.70 per cent.; and

(D) 70 if the weighted average spread (expressed as a percentage) applicable to the current Moody's Test Matrix based upon the option chosen by the Investment

Manager (or interpolating between two adjacent rows, as applicable) is equal to or higher than 3.70 per cent.,

and dividing the result by 100.

The "**Moody's Recovery Rate**" is, with respect to any Collateral Debt Obligation, as of any date of determination, the recovery rate determined in accordance with the following, in the following order of priority:

(a) if the Collateral Debt Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of an estimated rating), such recovery rate; or

(b) if the preceding clause does not apply to the Collateral Debt Obligation, except with respect to Corporate Rescue Loans, the rate determined pursuant to the table below based on the number of rating subcategories difference between the Collateral Debt Obligation's Moody's Rating and its Moody's Default Probability Rating (for purposes of clarification, if the Moody's Rating is higher than the Moody's Default Probability Rating, the rating subcategories difference will be positive and if it is lower, negative):

Number of Moody's Ratings Subcategories Difference Between the Moody's Rating and the Moody's Default Probability Rating	Moody's Senior Secured Loan	Second Lien Loans, Senior Secured Bonds, Senior Secured Floating Rate Notes*	Unsecured Senior Loans, Unsecured Bonds, Mezzanine Obligations and High Yield Bonds
+2 or more	60.0%	55.0%	45.0%
+1	50.0%	45.0%	35.0%
0	45.0%	35.0%	30.0%
-1	40.0%	25.0%	25.0%
-2	30.0%	15.0%	15.0%
-3 or less	20.0%	5.0%	5.0%

(c) or, if the Collateral Debt Obligation is a Corporate Rescue Loan (other than a Corporate Rescue Loan which has been specifically assigned a recovery rate by Moody's), 50 per cent.

*If such Collateral Debt Obligation does not have both a CFR and an Assigned Moody's Rating, such Collateral Debt Obligation will be deemed to be an Unsecured Bond, Unsecured Senior Loan or High Yield Bond for purposes of this table.

"**Moody's Senior Secured Loan**" means a loan that:

(a) is not (and cannot by its terms become) subordinate in right of payment to any other debt obligation of the obligor of the loan; other than borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained);

(b) (x) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the loan and (y) such specified collateral does not consist entirely of equity securities or common stock; provided that any loan that would be considered a Moody's Senior Secured Loan but for clause (y) above shall be considered a Moody's Senior Secured Loan if it is a loan made to a parent entity and as to which the Investment Manager determines in good faith that the value of the common stock of the subsidiary (or other equity interests in the subsidiary) securing such loan at or about the time of acquisition of such loan by the Issuer has a value that is at least equal to the outstanding

principal balance of such loan and the outstanding principal balances of any other obligations of such parent entity that are pari passu with such loan, which value may include, among other things, the enterprise value of such subsidiary of such parent entity; and

(c) the value of the collateral securing the loan together with other attributes of the obligor (including, without limitation, its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the commercially reasonable judgement of the Investment Manager) to repay the loan in accordance with its terms and to repay all other loans of equal seniority secured by a first lien or security interest in the same collateral.

"**Senior Secured Bond**" means any obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note (other than any note evidencing a loan), certificated debt security or other debt security, (c) is expressly stated to bear interest based upon a fixed rate, (d) does not constitute and is not secured by, Margin Stock, (e) if it is subordinated by its terms, is subordinated only to indebtedness for borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained) and (f) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under such obligation.

"**Senior Secured Floating Rate Note**" means any obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note (other than any note evidencing a loan), certificated debt security or other debt security, (c) is expressly stated to bear interest based upon an interbank offered rate for deposits in the relevant currency and in the relevant location or a relevant reference bank's published base rate or prime rate for obligations denominated in the relevant currency and in the relevant location, (d) does not constitute and is not secured by, Margin Stock, (e) if it is subordinated by its terms, is subordinated only to indebtedness for borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation has been obtained) and (f) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under such obligation.

"**Unsecured Bond**" means any of a senior unsecured obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note, certificated debt security or other debt security (other than any of the foregoing that evidences an Unsecured Senior Loan) and (c) which is not (and by its terms is not permitted to become) subordinate in right of payment to any other debt for borrowed money incurred by the obligor under such obligation except for borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained).

The Minimum Weighted Average Spread Test

The "**Minimum Weighted Average Spread Test**" will be satisfied if, as at any Measurement Date, the Weighted Average Spread as at such Measurement Date *plus* the Weighted Average Coupon Adjustment Percentage as at such Measurement Date equals or exceeds the Minimum Weighted Average Spread as at such Measurement Date.

The "**Minimum Weighted Average Spread**", as of any Measurement Date, will equal the percentage set forth in the Moody's Test Matrix based upon the option chosen by the Investment Manager (or the interpolation between two adjacent rows and/or two adjacent columns (as applicable)) reduced by the Moody's Weighted Average Recovery Adjustment, *provided* such reduction may not reduce the Minimum Weighted Average Spread below 2.00 per cent.

The "**Weighted Average Spread**" as of any Measurement Date, is the number obtained by dividing:

(a) the amount equal to (A) the Aggregate Funded Spread *plus* (B) the Aggregate Unfunded Spread *plus* (C) the Aggregate Excess Funded Spread, in each case adjusted for (i) any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty or otherwise and (ii) in the case of any Ineligible Obligation held by a Blocker Subsidiary, to reflect (x) any income taxes applicable (or which are anticipated to be applicable) to such Blocker Subsidiary and (y) any amounts expected to be withheld at source or otherwise deducted in respect of taxes arising from any distribution relating to such Ineligible Obligation made (or anticipated to be made) by the relevant Blocker Subsidiary to the Issuer (unless such withholding or deduction can be sheltered by an application being made under the applicable double tax treaty or otherwise); by

(b) an amount equal to the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Measurement Date (excluding Defaulted Obligations and Deferring Securities).

The Weighted Average Spread shall be expressed as a percentage and shall be rounded up to the next 0.01 per cent.

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

(a) in the case of each Floating Rate Collateral Debt Obligation (including 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 outstanding principal balance of such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation and any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation);

(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-based index, (i) the excess of the sum of such spread and such index over EURIBOR with respect to the Floating Rate Notes as of the immediately preceding Interest Determination Date (which spread or excess may be expressed as a negative percentage) multiplied by (ii) the outstanding principal balance of each such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation and any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation);

(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, the unfunded

portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation and any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation) and subject to a Hedge Transaction, (i) the stated interest rate spread over EURIBOR payable by the applicable Asset Swap Counterparty to the Issuer under the related Asset Swap Transaction multiplied by (ii) the outstanding principal balance of such Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate; and

(d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including only the required non-deferrable current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities, the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation and any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation) and which is not subject to an Asset Swap Transaction, the difference between (i) the interest amount payable by the relevant obligor converted to Euro at the applicable Spot Rate, and (ii) the product of (x) EURIBOR with respect to the Floating Rate Notes as of the immediately preceding Interest Determination Date multiplied by (y) the outstanding principal balance of such Non-Euro Obligation, converted into Euro at the applicable Spot Rate.

If a Floating Rate Collateral Debt Obligation is subject to a floor, the spread shall include, if positive: (x) the EURIBOR (or such other floating rate of interest) floor value *minus* (y) the greater of (A) zero and (B) (i) if the relevant interest period of such Floating Rate Collateral Debt Obligation is the same length as the applicable interest period of the Floating Rate Notes, EURIBOR (or such other floating rate of interest) as if calculated in accordance with Condition 6(e)(i) (*Interest on the Floating Rate Notes - Floating Rate of Interest*) on such Interest Determination Date or (ii) if the relevant interest period of such Floating Rate Collateral Debt Obligation is not the same length as the applicable interest period of the Floating Rate Notes, EURIBOR as if calculated in accordance with Condition 6(e)(i) (*Interest on the Floating Rate Notes - Floating Rate of Interest*) on such Interest Determination Date had the interest period of the Floating Rate Notes been the same as the relevant interest period of such Floating Rate Collateral Debt Obligation (provided that to the extent the floor is in respect of a Non-Euro Obligation and either (i) such obligation is not subject to an Asset Swap Transaction or (ii) the floor is not included in the payments made by the Asset Swap Counterparty to the Issuer, for the purposes of paragraph (c) above, the additional interest amount in respect of such additional spread shall be determined by applying the Spot Rate under paragraph (c)(ii) and not the applicable exchange rate set forth in the relevant Asset Swap Transaction).

Further, the margin shall be deemed to be (x) in respect of a Step-Down Coupon Obligation, 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 Obligation, the margin applicable as at the relevant Measurement Date.

Notwithstanding the above, for purposes of calculating the S&P CDO Monitor Test only, the spread on any PIK Obligation, Deferring Security and/or Zero Coupon Obligation shall in each case be the lower of (x) zero and (y) zero minus EURIBOR.

"**Step-Down Coupon Obligation**" means an obligation, the contractual interest rate of which decreases over a specified period of time. For the avoidance of doubt, an obligation will not be considered to be a Step-Down Coupon Obligation where interest payments decrease for non-contractual reasons due to unscheduled events such as a decrease in the index relating to a Floating Rate Collateral Debt Obligation, the change from a default rate of interest to a non-default rate, or an improvement in the Obligor's financial condition.

The "**Aggregate Unfunded Spread**" is, as of any Measurement Date, the sum of the products obtained by multiplying:

(a) the aggregate of each Unfunded Amount (excluding Purchased Accrued Interest) held by the Issuer as at such Measurement Date in respect of which a commitment fee is receivable by the Issuer; by

(b) the current per annum rate payable by way of such commitment fee in respect of each such Unfunded Amount,

provided for purposes of calculating the Aggregate Unfunded Spread, Defaulted Obligations shall be excluded.

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

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

(b) the amount (not less than zero) equal to (i) the aggregate outstanding principal balance of the Collateral Debt Obligations (excluding, for the avoidance of doubt, (x) the principal balance of any Defaulted Obligation and (y) any interest that has been deferred and capitalised thereon) as of such Measurement Date *minus* (ii) the Target Par Amount *minus* (iii) the aggregate amount of Principal Proceeds received from the issuance of additional Notes pursuant to the Trust Deed; provided that the outstanding principal balance of (i) any Non-Euro Obligation subject to an Asset Swap Transaction shall be an amount equal to the Euro equivalent of the outstanding principal amount of the reference Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate and (ii) any Non-Euro Obligation which is not subject to an Asset Swap Transaction shall be an amount equal to the Euro equivalent of the outstanding principal amount of the reference Non-Euro Obligation, converted into Euro at the applicable Spot Rate.

The "**Weighted Average Coupon Adjustment Percentage**", means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the result of the Weighted Average Fixed Coupon *minus* the Reference Weighted Average Fixed Coupon by (b) the number obtained by dividing the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations by the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations (in each case excluding Defaulted Obligations and Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations), and which product may, for the avoidance of doubt, be negative.

The "**Reference Weighted Average Fixed Coupon**" means 5.50 per cent.

The "**Weighted Average Fixed Coupon**", as of any Measurement Date, is the number expressed as a percentage obtained by dividing:

(a) the amount equal to the Aggregate Coupon, in each case adjusted for (i) any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty or otherwise and (ii) in the case of any Ineligible Obligation held by a Blocker Subsidiary, to reflect (x) any income taxes applicable (or which are anticipated to be applicable) to such Blocker Subsidiary and (y) any amounts expected to be withheld at source or otherwise deducted in respect of taxes arising from any distribution relating to such Ineligible Obligation made (or anticipated to be made) by the relevant Blocker Subsidiary to the Issuer (unless such withholding or deduction can be sheltered by an application being made under the applicable double tax treaty or otherwise); by

(b) an amount equal to the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations as of such Measurement Date, excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations,

and rounding the result up to the nearest 0.01 per cent.

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of (i) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to an Asset Swap Transaction, 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 Obligations and Revolving Obligations, the product of (x) stated coupon on such Non-Euro Obligation expressed as a percentage and (y) the outstanding principal balance (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation) of such Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate, (ii) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation which is not subject to an Asset Swap Transaction, including only the required non-deferrable current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount equal to the Euro equivalent of the product of (x) stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the outstanding principal balance (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation) of such Non-Euro Obligation, converted into Euro at the applicable Spot Rate; and (iii) with respect to all other Fixed Rate Collateral Debt Obligations, including only the required non-deferrable current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the sum of the products obtained by multiplying, in the case of each Fixed Rate Collateral Debt Obligation, (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the outstanding principal balance (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation) of such Collateral Debt Obligation.

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

The Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any Measurement Date if the Weighted Average Life as of such date is less than the number of years (rounded up to the nearest one hundredth thereof) during the period from such Measurement Date to 15 July 2026.

"**Weighted Average Life**" is, as of any Measurement Date with respect to all Collateral Debt Obligations other than Defaulted Obligations, the number of years (rounded down to the nearest one hundredth thereof) following such date obtained by summing the products obtained by multiplying (a) the Average Life at such time of each such Collateral Debt Obligation by (b) the Principal Balance of such Collateral Debt Obligation, and dividing such sum by the Aggregate Principal Balance at such time of all Collateral Debt Obligations other than Defaulted Obligations.

"**Average Life**" is, on any Measurement Date with respect to any Collateral Debt Obligation, the quotient obtained by dividing (i) the sum of the products of (a) the number of years (rounded to the nearest one hundredth thereof) from such Measurement Date to the respective dates of each successive scheduled distribution of principal of such Collateral Debt Obligation and (b) the respective amounts of principal of such scheduled distributions by (ii) the sum of all successive scheduled distributions of principal on such Collateral Debt Obligation.

Rating Definitions

S&P Ratings Definitions

"**Information**" means any available information S&P reasonably requests in order to produce a credit estimate for a particular asset.

"**S&P Rating**" means, with respect to any Collateral Debt Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if there is an issuer credit rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation pursuant to a form of guarantee approved by S&P for use in connection with this transaction, then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer held by the Issuer, provided that private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

(b) if no issuer credit rating or credit estimate is available but any of the issuer's obligations are rated by S&P, then the S&P's rating input shall be determined by notching up or down from the issue rating as follows:

(i) if the rated issue is senior unsecured, the rating input is the S&P issue rating on the unsecured obligation;

(ii) if the rated issue is senior secured, the rating input is one notch below the S&P issue rating on the senior secured obligation; and

(iii) if the rated issue is subordinated, the rating input is one notch above the S&P issue rating on the subordinated obligation;

(c) 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;

(ii) falling within paragraph (b) of the definition of Corporate Rescue Loan, and if such loan has an issuer credit rating or credit estimate from S&P, the S&P Rating for such Corporate Rescue Loan shall be such issuer credit rating or credit estimate from S&P; or

(iii) upon application by the Issuer (or the Investment Manager on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan shall be deemed to have an S&P Rating of "D";

(d) 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-"; and

(e) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined pursuant to clauses (i) and (ii) below:

(i) if an obligation of the issuer is not a Corporate Rescue Loan and is publicly rated by Moody's, then the S&P Rating will be determined in accordance with the methodologies for establishing the Moody's Rating set forth above except that the S&P Rating of such obligation will be (1) one sub-category below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Baa3" or higher and (2) two sub-categories below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Ba1" or lower; or

(ii) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Investment Manager on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within 30 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 30-day period, then, for a period of up to 90 days after acquisition of such Collateral Debt Obligation by the Issuer and pending receipt from S&P of such estimate, such Collateral Debt Obligation shall have an S&P Rating as determined by the Investment Manager in its sole discretion if (A) the Investment Manager certifies to the Trustee and the Collateral Administrator (upon which certification the Trustee and the Collateral Administrator are each entitled to rely without further enquiry and without liability) that it believes that such S&P Rating determined by the Investment Manager is commercially reasonable, will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations subject to a S&P Rating determined by the Investment Manager in accordance with (A) does not exceed 5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Moody's Collateral Value); provided further that (x) if such information is not submitted within such 30-day period and (y) following the end of the 90-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 90-day period, the Investment Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; provided further that if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be "CCC-" pending receipt from S&P of such estimate, and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; provided further that the S&P Rating may not be determined pursuant to this clause (ii) if the Collateral Debt Obligation is a Corporate Rescue Loan; provided further that such credit estimate shall expire 12 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 12-month period, the Issuer (or the Investment Manager acting on behalf of the Issuer) applies for renewal thereof in accordance with the Investment Management Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate shall be the S&P Rating of such Collateral Debt Obligation; provided further that such confirmed or revised credit estimate shall expire on the next succeeding 12-month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Investment Management Agreement) on each 12-month anniversary thereafter,

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 will be applicable for the purposes of this definition.

Moody's Ratings Definitions

"**Moody's Default Probability Rating**" means, with respect to any Collateral Debt Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if the Obligor of such Collateral Debt Obligation has a CFR, then such CFR;

(b) if not determined pursuant to clause (a) above, if the Obligor of such Collateral Debt Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on such obligation as selected by the Investment Manager in its sole discretion;

(c) if not determined pursuant to clauses (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 Investment Manager in its sole discretion;

(d) if not determined pursuant to clauses (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 Investment Manager or an Affiliate of the Investment Manager, then the Moody's Default Probability Rating is such rating estimate as long as such rating estimate or a renewal for such rating estimate has been issued or provided by Moody's in each case within the 15 month period preceding the date on which the Moody's Default Probability Rating is being determined; *provided*, that if such rating estimate has been issued or provided by Moody's for a period (x) longer than 13 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 clauses (a), (b), (c) or (d) above, the Moody's Derived Rating; and

(f) if not determined pursuant to clause (a), (b), (c), (d) or (e) above, the Collateral Debt Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3".

For purposes of calculating a Moody's Default Probability Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated, respectively, as having been upgraded or downgraded by one rating subcategory, as the case may be.

"**Assigned Moody's Rating**" means the monitored publicly available rating or unpublished monitored loan rating or the credit estimate rating expressly assigned to a debt obligation (or facility) by Moody's that addresses the full amount of the principal and interest promised.

"**CFR**" means, with respect to an obligor of a Collateral Debt Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; *provided*, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's corporate family does have a corporate family rating, then the CFR is such corporate family rating.

"**Moody's Derived Rating**" means, with respect to a Collateral Debt Obligation whose Moody's Rating or Moody's Default Probability Rating is determined as the Moody's Derived Rating, the rating as determined in the manner set forth below:

(a) with respect to any Corporate Rescue Loan and (solely for purposes of determining the Adjusted Weighted Average Moody's Rating Factor) any Current Pay Obligation, the Moody's Rating or Moody's Default Probability Rating of such Collateral Debt Obligation shall be the rating which is one subcategory below the facility rating (whether public or private) of such Corporate Rescue Loan or Current Pay Obligation, as applicable, rated by Moody's;

(b) if not determined pursuant to clause (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	≥ "BBB-"	Not a Loan or Participation	-1

Obligation		Interest in Loan
Not Structured Finance Obligation	≤"BB+"	Not a Loan or Participation Interest in Loan -2
Not Structured Finance Obligation	≤"BB+"	Loan or Participation Interest in Loan -2

(ii) if such Collateral Debt Obligation is not rated by S&P but another security or obligation of the obligor has a public and monitored rating by S&P (a "**parallel security**"), then the rating of such parallel security will at the election of the Investment Manager be determined in accordance with the table set forth in sub-clause (b)(i) above, and the Moody's Derived Rating for purposes of the definitions of Moody's Rating and Moody's Default Probability Rating (as applicable) of such Collateral Debt Obligation will be determined in accordance with the methodology set forth in the following table (for such purposes treating the parallel security as if it were rated by Moody's at the rating determined pursuant to this sub-clause (b)(ii)):

Obligation Category of parallel security	**Rating of parallel security**	**Number of subcategories relative to rated security rating**
Senior secured obligation	greater than or equal to B2	-1
Senior secured obligation	less than B2	-2
Subordinated obligation	greater than or equal to B3	+1
Subordinated obligation	less than B3	0

(iii) 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-clauses (i) or (ii) of this clause (b) may not exceed 10 per cent. of the Aggregate Collateral Balance; and

(c) if not determined pursuant to clauses (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 Investment Manager or the issuer of such Collateral Debt Obligation to assign a rating or rating estimate with respect to such Collateral Debt Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Debt Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating shall be (i) "B3" if the Investment Manager certifies to the Trustee and the Collateral Administrator that the Investment Manager believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Debt Obligations determined pursuant to this clause (c) and clause (a) above does not exceed 5 per cent. of the Aggregate Collateral Balance or (ii) otherwise, "Caa1".

For purposes of calculating a Moody's Derived Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be.

"**Moody's Rating**" means:

(a) with respect to a Collateral Debt Obligation that is a Secured Senior Loan or a Secured Senior 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 clause (i) nor (ii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Moody's rating that is two subcategories higher than the Assigned Moody's Rating on any such obligation as selected by the Investment Manager in its sole discretion;

(iv) if none of clauses (i) through (iii) above apply, at the election of the Investment Manager, the Moody's Derived Rating; and

(v) if none of clauses (i) through (iv) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3"; and

(b) with respect to a Collateral Debt Obligation other than a Secured Senior Loan or a Secured Senior 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 Investment Manager in its sole discretion;

(iii) if neither clause (i) nor (ii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has a CFR, then the Moody's rating that is one subcategory lower than such CFR;

(iv) if none of clauses (i), (ii) or (iii) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has one or more subordinated debt obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory higher than the Assigned Moody's Rating on any such obligation as selected by the Investment Manager in its sole discretion;

(v) if none of clauses (i) through (iv) above apply, at the election of the Investment Manager, the Moody's Derived Rating; and

(vi) if none of clauses (i) through (v) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3".

For purposes of calculating a Moody's Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be

The Coverage Tests

The Coverage Tests will consist of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test, the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test, the Class E Interest Coverage Test and the Class F Par Value Test. The Coverage Tests will be used primarily to determine whether Principal Proceeds may be reinvested in Substitute Collateral Debt Obligations or whether Interest Proceeds and Principal 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 redeem

the Notes in accordance with the Priorities of Payments to the extent necessary to cause the Coverage Tests to be met.

Substitute Collateral Debt Obligations in respect of which a binding commitment has been made to purchase such Substitute Collateral Debt Obligations but such purchase has not been settled shall nonetheless be deemed to have been purchased for the purposes of the Coverage Tests. Collateral Debt Obligations in respect of which a binding commitment has been made to sell such Collateral Debt Obligations but such sale has not been settled shall nonetheless be deemed to have been sold for the purposes of the Coverage Tests.

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 shall apply on each Measurement 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 table below in relation to that Coverage Test.

Coverage Test and Ratio	**Percentage at Which Test is Satisfied**
Class A/B Par Value	129.9%
Class A/B Interest Coverage	120.0%
Class C Par Value	118.8%
Class C Interest Coverage	110.0%
Class D Par Value	113.3%
Class D Interest Coverage	105.0%
Class E Par Value	107.0%
Class E Interest Coverage	102.0%
Class F Par Value	103.7%

DESCRIPTION OF THE INVESTMENT MANAGEMENT AGREEMENT

The following description of the Investment Management Agreement consists of a summary of certain provisions of the Investment Management Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

The investment management functions described herein will be performed by the Investment Manager pursuant to authority granted to the Investment Manager by the Issuer under the Investment Management Agreement, subject to the overall discretion and control of the Issuer. Pursuant to the Investment Management Agreement, the Issuer has delegated and may delegate authority to the Investment Manager to carry out certain functions in relation to the Portfolio and the hedging arrangements without the requirement for specific approval by the Issuer, the Collateral Administrator or the Trustee.

The Investment Manager has agreed to perform the investment management and related functions described herein.

Fees

As compensation for the performance of its obligations under the Investment Management Agreement, the Investment Manager will receive from the Issuer an investment management fee equal (exclusive of any VAT) 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, and in each case, on the basis of a 360 day year and the actual number of days elapsed in such Due Period) measured as at the first day of the Due Period relating to the applicable Payment Date (or if such day is not a Business Day, the next day which is a Business Day), which investment management fee will be payable in arrear on each Payment Date and senior to the Notes, but subordinated to certain fees and expenses of the Issuer (such fee, the "**Senior Investment Management Fee**").

The Investment Management Agreement also provides that the Investment Manager will receive from the Issuer an investment management fee equal (exclusive of any VAT) to 0.35 per cent. per annum of the Aggregate Collateral Balance (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, and in each case, on the basis of a 360 day year and the actual number of days elapsed in such Due Period) measured as at the first day of the Due Period relating to the applicable Payment Date (or if such day is not a Business Day, the next day which is a Business Day), which investment management fee will be payable in arrear on each Payment Date and senior to the payments on the Subordinated Notes, but subordinated to the payments on the Rated Notes (such fee, the "**Subordinated Investment Management Fee**").

In addition to the Senior Investment Management Fee and the Subordinated Investment Management Fee, the Investment Manager will receive an incentive investment management fee, payable (exclusive of any VAT) on each Payment Date subject to the Priorities of Payments, if the Incentive Investment Management Fee IRR Threshold of 12.0 per cent. has been met or surpassed, in an amount equal to 15 per cent. of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payments (such fee, the "**Incentive Investment Management Fee**").

If amounts distributable on any Payment Date in accordance with the Priorities of Payments are insufficient to pay the Senior Investment Management Fee in full, then a portion of the Senior Investment Management Fee equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payments.

If amounts distributable on any Payment Date in accordance with the Priorities of Payments are insufficient to pay the Subordinated Investment Management Fee in full, then a portion of the Subordinated Investment Management Fee equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payments.

The Investment Manager may elect to defer any Senior Investment Management Fees and Subordinated Investment Management Fees. Any amounts so deferred shall be applied in accordance with the Priorities of Payments. Any due and unpaid Investment Management Fees including Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts shall not accrue any interest.

The Investment Management Agreement provides that any reasonable expenses incurred by the Investment Manager in the performance of the obligations under the Investment Management Agreement will be reimbursed by the Issuer as Administrative Expenses to the extent funds are available therefor in accordance with and subject to the limitations contained in the Investment Management Agreement and the Priorities of Payments. Those expenses include (i) any reasonable expenses incurred by it to employ outside lawyers or consultants reasonably necessary in connection with the evaluation, transfer, or restructuring of any Collateral Debt Obligation and any reasonable expenses incurred by it in obtaining advice from counsel with respect to its obligations under the Investment Management Agreement and (ii) any other out-of-pocket fees and reasonable expenses incurred in connection with the evaluation, acquisition, carrying, and disposition of the Collateral Debt Obligations, including, for the avoidance of doubt, any software fees, website access fees, vendor pricing fees and brokerage commissions (but excluding any counsel fees and expenses, not otherwise ordered by any court, incurred in connection with any dispute between the Investment Manager and the Trustee or any Noteholder).

The Investment Manager may participate in creditors' committees with respect to the bankruptcy, restructuring or work-out of issuers of Collateral Debt Obligations. In such circumstances, the Investment Manager may take positions on behalf of itself or related entities that are adverse to the interests of the Issuer in the Collateral Debt Obligations. The Investment Manager will be entitled to charge, receive and retain any fees and commission received in connection with the restructuring or work-out of any Defaulted Obligations or Collateral Debt Obligations, or any arranging and underwriting fees.

Removal and Resignation

Removal for Cause

Subject to the provisions described under "*Successor Investment Manager*" below, the appointment of the Investment Manager under the Investment Management Agreement may be terminated for cause by the Issuer (in its own discretion) or the Trustee, acting upon the direction of the holders of (a) the Controlling Class, acting independently by Extraordinary Resolution; or (b) a Majority of each Class (other than the Class X Notes) acting by way of Ordinary Resolution and passed by way of Written Resolution (in each case (i) excluding any Notes held by the Investment Manager or an Investment Manager Related Person and (ii) subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction) upon thirty days' prior written notice to the Investment Manager, provided that notice of such removal shall have been given to the holders of each Class of Notes by the Issuer in accordance with Condition 16 (*Notices*), each Rating Agency and each Hedge Counterparty. For purposes of this paragraph, "**Majority**" means the holders of more than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes of any Class or Classes (excluding the Class X Notes). For the purposes of determining "cause" with respect to the termination of the appointment of the Investment Manager under the Investment Management Agreement in accordance with the Investment Management Agreement, such term shall mean any of the following events:

(a) the Investment Manager wilfully breaching any material provision of the Investment Management Agreement (unrelated to the economic performance of the Collateral Debt Obligations and including any representation by the Investment Manager therein, but not including a willful and intentional breach that results from a good faith dispute regarding a reasonable interpretation of the Investment Management Agreement or the Trust Deed that is not inconsistent with the standard of care set forth in the Investment Management Agreement);

(b) the Investment Manager breaching any provision of the Investment Management Agreement and such breach (i) has a material adverse effect on the Controlling Class and (ii) if capable of being cured, is not cured within 45 days of the Investment Manager becoming aware of, or its receipt of notice from the Issuer or the Trustee of, such breach;

(c) the failure of any representation, warranty, certification or statement made or delivered by the Investment Manager in or pursuant to the Investment Management Agreement to be correct in any material respect when made and such failure (i) having a material adverse effect on the interests of the Controlling Class and (ii) if capable of being cured, not being cured within 45 days of the Investment Manager becoming aware of, or its receipt of notice from the Issuer or the Trustee of, such failure;

(d) the occurrence and continuation of an Event of Default under the Notes set out in Condition 10(a)(i) (*Non-payment of interest*) or Condition 10(a)(ii) (*Non-payment of principal*) as a result of any action or failure to act by the Investment Manager, which default is not cured within any applicable time period;

(e) any of the Investment Manager or any of its Affiliates that provide material investment management related services or personnel to the Investment Manager pursuant to a contractual obligation between the Investment Manager and such Affiliate (collectively, the "**Related Companies**") is wound up or dissolved or there is appointed over any of the Related Companies or a substantial portion of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or any of the Related Companies (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 any of the Related Companies or of any substantial part of its properties or assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced without such authorisation, consent or application against any of the Related Companies and continue undismissed for 60 days; (iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency or dissolution, or authorises such application or consent, or proceedings to such end are instituted against any of the Related Companies without such authorisation, application or consent and are approved as properly instituted and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order remains undismissed for 60 days;

(f) the occurrence of an act by any of the Related Companies (or any of their senior executive officers actively involved in managing the portfolio of the Issuer) that constitutes fraud or criminal activity in the performance of its obligations under the Investment Management Agreement, or any of the Related Companies being indicted for a criminal offence materially related to its investment management business; provided that the Investment Manager will be deemed to have cured any event of cause pursuant to this clause (f) if the Investment Manager terminates or causes the termination of employment with any of the Related Companies of all individuals who engaged in the conduct constituting cause pursuant to this clause (f) and makes the Issuer whole for any actual financial loss that such conduct caused the Issuer; and

(g) the Investment Manager ceasing to be permitted to act as such under the laws of Ireland.

If any of the events specified above occurs, the Investment Manager shall give prompt written notice thereof to the Issuer, the Trustee, the Collateral Administrator and the Noteholders upon the Investment Manager becoming aware of the occurrence of such event.

The Class X Notes shall have no voting rights with respect to and shall not be counted for the purposes of determining a quorum and the result of any votes in respect of any IM Removal Resolution.

Resignation

The Investment Manager may resign its appointment upon at least 90 days' prior written notice to the Issuer, the Collateral Administrator, the Trustee, the Noteholders, each Rating Agency and each Hedge Counterparty subject to the appointment of a successor as set out below.

The Investment Manager may resign its appointment hereunder immediately whether or not a successor Investment Manager has been appointed where there is a change in law or the application of law which makes it illegal for the Investment Manager to carry on its duties under the Investment Management Agreement.

No Voting Rights

Any Notes held by the Investment Manager or an Investment Manager Related Person will have no voting rights with respect to any vote (or written direction or consent) in connection with an IM Removal Resolution and will be deemed not to be Outstanding in connection with any such vote; provided, however, that any Notes held by the Investment Manager, or an Investment Manager Related Person will, save as otherwise expressly provided, have voting rights (including in respect of written directions and consents) with respect to all other matters as to which Noteholders are entitled to vote, including, without limitation, any vote in connection with (i) the appointment of a replacement Investment Manager in accordance with the Investment Management Agreement or (ii) any modifications to its duties pursuant to the Investment Management Agreement.

"**Investment Manager Related Person**" means any Affiliate of the Investment Manager and/or any directors, officers or employees of the Investment Manager or their respective Affiliates and/or any account, fund, client or portfolio managed or advised on a discretionary basis by the Investment Manager or any Affiliate of the Investment Manager.

The Class X Notes shall not have any voting rights in respect of, and shall not be counted for the purposes of determining a quorum and the result of any votes in respect of any IM Removal Resolution (but, subject to the definition of "Controlling Class", shall carry a right to vote and be so counted on all other matters in respect of which the Class A Notes have a right to vote and be counted).

Successor Investment Manager

Upon the resignation or removal of the Investment Manager, the holders of the Subordinated Notes, acting independently by Ordinary Resolution, will be entitled to appoint a successor and will so appoint a successor within 60 days after the date of notice of such resignation or removal, subject to the requirements relating to any successor investment manager set out below having been satisfied. Where, within such 60 day period, the Subordinated Noteholders have proposed two successors which have each been disapproved by the Controlling Class or the Subordinated Noteholders have otherwise failed to appoint a successor, the Controlling Class, acting independently by Extraordinary Resolution, will be entitled to appoint such successor, subject to the requirements relating to any successor investment manager set out below having been satisfied, provided, however, that the Subordinated Noteholders shall not be entitled to veto such appointment nor shall the Subordinated Noteholders be required to give consent to any increases in compensation payable to any successor investment manager referred to below.

No resignation or removal of the Investment Manager shall be effective until the date on which (i) a successor investment manager acceptable to the Issuer (A) which in the opinion of the Issuer has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Investment Manager under the Investment Management Agreement, (B) which is legally qualified and has the capacity to act as Investment Manager under the Investment Management Agreement, as successor to the Investment Manager in the assumption of all of the responsibilities, duties and obligations of the Investment Manager thereunder, (C) which shall not cause or result in the

Issuer or the Portfolio being required to register under the provisions of the Investment Company Act, (D) which shall not cause the Issuer to be, or deemed to be, resident for tax purposes or be engaged or deemed to be engaged, in the conduct of a trade or business in any jurisdiction other than in Ireland, or otherwise subject the Issuer to material tax liabilities outside of Ireland or to an increased VAT cost and (E) in respect of which Rating Agency Confirmation has been received from S&P and notification has been sent to Moody's, agrees in writing to assume all of the Investment Manager's duties and obligations pursuant to the Investment Management Agreement and the Trust Deed, and (ii) the Noteholders have been notified of such appointment in accordance with Condition 16 (*Notices*) and the holders of the Controlling Class of Notes or the Subordinated Notes (including any Subordinated Notes held by or on behalf of the Investment Manager or an Investment Manager Related Person) have not, acting independently by Ordinary Resolution, vetoed such appointment within 30 days of such notice being given.

Upon the appointment of a successor investment manager, the rights, duties and obligations of such Investment Manager pursuant to the Investment Management Agreement may be amended without the consent of the Noteholders generally but subject to the prior consent of the Issuer, the Trustee, the holders of the Controlling Class and the Subordinated Notes, in each case, acting independently by Ordinary Resolution.

In connection with any appointment of a successor investment manager, the Issuer may make such arrangements for the compensation of such successor as the Issuer and such successor shall agree, provided that, no compensation payable to a successor investment manager shall be greater than that paid to the original Investment Manager without the prior consent of the Subordinated Noteholders acting independently by Ordinary Resolution and Rating Agency Confirmation from Moody's.

Delegation

Except with respect to those responsibilities delegated pursuant to the terms of the Investment Management Agreement, the obligations of the Investment Manager under the Investment Management Agreement may not be delegated, in whole or in part, without the prior written consent of the Issuer, the Trustee and the holders of each Class of Notes, acting independently by Ordinary Resolution, and excluding (i) any Notes held by the Investment Manager or an Investment Manager Related Person and (ii) the Class X Notes; provided, however, that the Investment Manager may delegate or assign any of its responsibilities to any Affiliate having available to it the services of substantially the same investment management team as the Investment Manager, subject to certain conditions as set out in the Investment Management Agreement. Any such delegation or assignment shall not relieve the Investment Manager of its responsibilities thereunder unless and until such responsibilities have been assumed in writing by the Affiliate for the benefit of the Issuer and, if necessary under the Advisers Act, consent of the Board of Directors has been obtained and such delegation or assignment shall not cause the Issuer to be subject to tax on a net basis in any jurisdiction other than Ireland. Any such assignment or delegation to an Affiliate of the Investment Manager made in accordance therewith shall (i) bind the assignee or delegate in the same manner as the Investment Manager is bound and (ii) be notified (including the identity of such Affiliate) by the Issuer to (x) for so long as any of the Notes are rated by Moody's, Moody's and (y) for so long as any of the Notes are rated by S&P, S&P.

Liability of the Investment Manager and Standard of Care

The Investment Manager will assume no responsibility under the Investment Management Agreement other than to render the services to the Issuer called for under the Investment Management Agreement in good faith, in each case, subject to its Standard of Care (as defined below) and shall not be liable to the Issuer, the Trustee, the Secured Parties or any other Person for any acts or omissions by it under or in connection with the Investment Management Agreement, or for any decrease in the value of the Collateral, except, in each case, by reason of acts or omissions constituting an Investment Manager Breach. The Investment Manager does not assume any fiduciary duties or responsibilities with regard to the Issuer, the Trustee, any Noteholder or any other person.

The Investment Manager will covenant and agree in the Investment Management Agreement that it will perform its obligations and exercise its discretions under the Investment Management Agreement and the Trust Deed in good faith and with reasonable care using a degree of skill and attention no less than that which the Investment Manager exercises with respect to comparable assets that it manages for itself and for others (if any), in each case in accordance with its existing practices and procedures as in effect from time to time relating to assets of the nature and character of the Collateral and in a manner consistent with the standard of care generally followed by prudent institutional investment managers of international standing in Europe managing assets similar in nature and character to those which comprise the Collateral and having duties of the nature and character of those to be provided under the Investment Management Agreement, except as otherwise expressly provided in the Investment Management Agreement or the Trust Deed (the "**Standard of Care**"). Subject thereto, the Investment Manager will follow its customary standards, policies and procedures in performing its duties under the Investment Management Agreement.

The Investment Management Agreement contains provisions which require that the Investment Manager will cause any purchase of or entry into or sale, termination or other disposal of Portfolio assets to be effected:

(a) on an arm's length basis; and

(b) in accordance with the Portfolio Acquisition and Disposition Requirements (so long as they are applicable).

Additionally, the Investment Management Agreement contains provisions which require that the Investment Manager shall not take any action on behalf of the Issuer which would cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or become otherwise subject to U.S. federal, state or local tax on a net income basis, subject to further conditions detailed in the Investment Management Agreement.

Subject to the Standard of Care, the Investment Manager is required under the Investment Management Agreement to take reasonable care to ensure that no action is taken (save for any action which is expressly contemplated in the Investment Management Agreement and the Trust Deed) which would adversely affect in a material respect the Issuer, but the Investment Manager and/or its Affiliates shall not be prohibited in this respect from carrying on its (or their) ordinary business in good faith.

Along with its obligations under the Investment Management Agreement and subject to the Standard of Care, the Investment Manager has in place and operates internal policies and procedures to administer and manage the Portfolio and similar portfolios. Such policies and procedures include, in the case of the Portfolio, systems for identifying Credit Risk Obligations and Defaulted Obligations.

Under the Investment Management Agreement, subject to the Standard of Care, the Investment Manager is obliged to:

(a) diversify the Collateral Debt Obligations comprising the Portfolio in accordance with and to the extent permitted by the terms of the Investment Management Agreement and, in particular, the Portfolio Profile Tests;

(b) measure and monitor the credit risk of the Portfolio as per the methodologies set out in the Investment Management Agreement and in accordance with the terms of the Investment Management Agreement; and

(c) consult with the Collateral Administrator for the purposes of compiling each Monthly Report and Payment Date Report which will provide information intended to facilitate investors in their conducting of stress tests on the cash flows and collateral values supporting the Notes.

Indemnities

Investment Manager Indemnity

The Investment Manager will agree in the Investment Management Agreement to indemnify and hold harmless, the Issuer and its directors, officers, shareholders, partners, agents, employees and controlling persons (each, an "**IM Indemnified Person**") from and against any and all Liabilities resulting from an Investment Manager Breach, and will reimburse each such IM Indemnified Person for all reasonably incurred Expenses related thereto (including, without limitation, fees and expenses of counsel in connection with, any such Investment Manager Breach), except to the extent that such claims result from the negligence, wilful misconduct or fraud of the IM Indemnified Person under the Investment Management Agreement. The Investment Manager will undertake to the Issuer and the Trustee that it shall pay to the Issuer any amount payable to any IM Indemnified Person under the Investment Management Agreement, which payment shall be in satisfaction of such amount payable and shall discharge the Investment Manager's indemnity obligations in respect of such Investment Manager Breach.

"**Investment Manager Breach**" means, on the part of the Investment Manager: (a) any acts or omissions constituting fraud, bad faith, gross negligence (with such term given its meaning under New York law) or wilful misconduct in the performance of its obligations under the Investment Management Agreement; or (b) any representation or warranty made by it pursuant to the Investment Management Agreement proving to have been untrue in any material respect when made.

"**Liabilities**" means liabilities, obligations, losses, claims, damages, demands, charges, judgments, fines, penalties, assessments, actions, suits, settlements, damages, costs, liabilities, expenses of any nature whatsoever, known or unknown, liquidated or unliquidated (including, without limitation, in respect of taxes, duties, levies, imposts and other charges and all legal fees and disbursements incurred in defending or disputing any of the foregoing and including any irrecoverable VAT or similar tax charged or chargeable in respect thereof and accountants' fees and expenses).

Issuer Indemnity

The Issuer will agree in the Investment Management Agreement to indemnify and hold harmless (the Issuer, in this capacity, the "**Indemnifying Party**") the Investment Manager and its affiliates and their respective senior advisors, industry advisors, principals, members, managers, managing directors, directors, officers, stockholders, partners, employees, and agents (each, an "**Issuer Indemnified Person**" and such parties collectively in such case, the "**Indemnified Parties**") from and against any and all Liabilities resulting from an Issuer Indemnification Matter or otherwise arising from the issuance of the Notes, the transactions described in this Prospectus and the Transaction Documents and any action or failure to act by the Indemnifying Party, and shall reimburse each such Issuer Indemnified Person for all reasonably incurred Expenses related thereto (including any Actions in connection with any such Issuer Indemnification Matter), except to the extent that such claims result from an Investment Manager Breach. The Issuer will undertake to the Investment Manager that it shall pay to the Investment Manager any amount payable to any Issuer Indemnified Person under the Investment Management Agreement, which payment shall be in satisfaction of such amount payable.

The obligations of the Issuer set out above shall be payable solely out of the Collateral in accordance with the Priorities of Payments and, subject to the foregoing, the Indemnifying Party shall make payment of all amounts required to be made pursuant to the above paragraph for the amount of the Issuer Indemnified Person from time to time in accordance with the Conditions.

"**Issuer Indemnification Matter**" means:

(a) any breach by the Issuer of any of its representations or warranties set out in the Investment Management Agreement or any other Transaction Document to which both the Issuer and the Investment Manager are party in any material respect;

(b) any breach by the Issuer of any of its material obligations under the Investment Management Agreement or any other Transaction Document to which both the Issuer and the Investment Manager are party;

(c) the failure of the Issuer to perform any of its material duties or obligations under or in connection with any Collateral Debt Obligation or any Transaction Document to which both the Issuer and the Investment Manager are party;

(d) any suit, claim or action arising out of or in connection with any act or omission of the Issuer as it relates to any Collateral Debt Obligation or any Transaction Document to which both the Issuer and the Investment Manager are party (other than, in each case, any action taken on the advice of or at the direction of the Investment Manager); and

(e) any requirement or request by the Issuer for the Investment Manager to undertake an action or actions restricted under clause 13 (*Obligations of Investment Manager*) of the Investment Management Agreement.

"**Expenses**" means all fees and expenses, demands, charges and claims of any nature whatsoever.

"**Actions**" means any claim, action, proceeding or investigation with respect to any pending or threatened litigation.

TERMINATION OF THE LIQUIDITY FACILITY AGREEMENT

On the Original Issue Date, the Issuer, the Collateral Administrator, Law Debenture Trust Company of New York, the Investment Manager and The Bank of New York Mellon as liquidity facility provider entered into an agreement for the provision of a liquidity facility to the Issuer (the "**Liquidity Facility Agreement**"). In connection with the issue of the Refinancing Notes, the parties have agreed to terminate the Liquidity Facility Agreement with effect from the Issue Date.

DESCRIPTION OF THE COLLATERAL ADMINISTRATOR

The Bank of New York Mellon SA/NV

The Bank of New Mellon SA/NV is a Belgian limited liability company established September 30, 2008 under the form of a *Société Anonyme/Naamloze Vennootschap*. It was granted its banking license by the former CBFA on March 10 2009. It has its headquarters and main establishment at 46 rue Montoyerstraat, 1000 Bruxelles/Brussels. The Bank of New York Mellon SA/NV is a subsidiary of BNY Mellon (BNYM), the main banking subsidiary of The BNY Mellon Corporation. It is under the prudential supervision of the National Bank of Belgium and regulated by the Belgian Financial Services and Markets Authority in respect of Conduct of Business. The Bank of New York Mellon SA/NV engages in servicing, global collateral management, global markets, corporate trust and depositary receipts. The Bank of New York Mellon SA/NV operates from locations in Belgium, The Netherlands, Germany, London, Luxembourg, Paris and Dublin.

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Investment Management Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 days' prior written notice; or (b) with cause upon at least 10 days' prior written notice, in either case, by the Issuer at its discretion or by the Trustee acting upon the written directions of the holders of the Subordinated Notes acting by way of Ordinary Resolution and subject to the Trustee being secured and/or prefunded and/or indemnified 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 Investment Manager. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Investment Management Agreement.

DESCRIPTION OF THE TRUSTEE

The Bank of New York Mellon, London Branch

The Bank of New York Mellon (formerly The Bank of New York), a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situated at 225 Liberty Street, New York, NY 10286, United States and having a branch registered in England and Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL.

Rule 3a-7

For so long as the Issuer relies on Rule 3a-7, the Trustee (and any successor) (i) shall be a "bank" as defined in the Investment Company Act, (ii) shall not be affiliated with the Issuer or any person involved in the organisation or operation of the Issuer, (iii) shall not offer or provide credit or credit enhancement to the Issuer, and (iv) shall otherwise meet the requirements of Rule 3a-7.

Termination and Resignation of Appointment of the Trustee

The resignation or removal of the Trustee and the appointment of a successor Trustee pursuant to the Trust Deed will not become effective until the acceptance of appointment by the successor Trustee under the Trust Deed.

The Transaction Documents provide, in substance, that, so long as the Issuer relies on Rule 3a-7, the Trustee shall not resign until either (i) the Portfolio has been completely liquidated and the proceeds of the liquidation distributed to the Secured Parties, or (ii) a successor Trustee, having the qualifications prescribed in Section 26(a)(1) of the Investment Company Act and otherwise meeting the requirements of Rule 3a-7, has been designated and has accepted such trusteeship.

As at the Issue Date, the appointment of Law Debenture Trust Company of New York as the trustee pursuant to the Original Trust Deed shall be terminated following the resignation thereof and The Bank of New York Mellon, London Branch shall be appointed as the successor Trustee pursuant to the Supplemental Trust Deed. As at the Issue Date, The Bank of New York Mellon, London Branch shall also replace Law Debenture Trust Company of New York as pledgee pursuant to the Euroclear Security Agreement.

HEDGING ARRANGEMENTS

The following is a summary of the principal terms of the hedging arrangements to be entered into by the Issuer on or about the Issue Date and thereafter. The following is a summary only and should not be relied upon as an exhaustive description of the detailed provisions of such documents (copies of which are available from the registered office of the Issuer). Any Hedge Agreement may include additional or different terms to those described below. Capitalised terms used in this section and not defined herein shall have the meaning given to them in the Risk Factors or the Conditions.

Hedge Agreement Eligibility Criteria

Subject to (i) such arrangements at the time they are entered into satisfying the Hedge Agreement Eligibility Criteria and the Portfolio Acquisition and Disposition Requirements so long as they apply, or (ii) the receipt by the Investment Manager of legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the entry into such arrangements shall not (x) require any of the Issuer, its directors or officers or the Investment Manager to register with the CFTC as a CPO with respect to the Issuer, or (y) eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act, unless and until the Issuer is no longer able to rely on, or elects not to rely on, the exclusion from registration under the Investment Company Act provided by Rule 3a-7, the Issuer (or the Investment Manager on its behalf) may enter into hedging transactions as described below and documented under a 1992 (Multicurrency - Cross Border) or 2002 Master Agreement or such other form published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"). For so long as the Issuer relies on Rule 3a-7 under the Investment Company Act, the Hedge Agreement Eligibility Criteria limits Hedge Agreements to arrangements designed to assure the servicing or timely distribution of proceeds to security holders.

A Hedge Transaction shall satisfy the Hedge Agreement Eligibility Criteria at the time it is entered into if, as at such time, each of the following is true:

(a) the relevant Hedge Transaction is an interest rate swap or cross-currency swap transaction (or both) and is being entered into solely to hedge interest rate risk, timing mismatch or currency risk (or any combination of these) on the applicable Collateral Debt Obligation;

(b) the relevant Hedge Transaction relates to a single Collateral Debt Obligation only although multiple Hedge Transactions with the same counterparty may be entered into under a single master hedge agreement;

(c) the relevant Hedge Transaction does not change the tenor of the applicable Collateral Debt Obligation;

(d) the relevant Hedge Transaction does not leverage exposure to the applicable Collateral Debt Obligation or otherwise inject leverage into the Issuer's exposure;

(e) other than with respect to introducing credit risk exposure to the counterparty on the Hedge Transaction, the relevant Hedge Transaction does not change the Issuer's credit risk exposure to the Obligor on the applicable Collateral Debt Obligation;

(f) the relevant Hedge Transaction is documented pursuant to an ISDA Master Agreement, including pursuant to a confirmation for each Hedge Transaction thereunder;

(g) payment dates under the relevant Hedge Transaction correspond to or occur on or about Payment Dates or the relevant Collateral Debt Obligation payment dates;

(h) the notional amount of the relevant Hedge Transaction will decline in line with the principal amount of the relevant Collateral Debt Obligation;

(i) in the Investment Manager's view, in the context of the transaction as a whole, the relevant Hedge Transaction will not change the Noteholders' investment experience in any material way by virtue thereof;

(j) either (i) the relevant Hedge Transaction must terminate automatically in whole or in part (as applicable) when the subject matter of the Collateral Debt Obligation is sold or matures; or (ii) the Issuer must have the right to terminate the relevant Hedge Transaction in whole or in part (as applicable) when the applicable Collateral Debt Obligation is sold or matures and at the time the relevant Hedge Transaction is entered into the Investment Manager intends to cause the Issuer to exercise such right; and

(k) for so long as the Issuer relies on Rule 3a-7 under the Investment Company Act, such Hedge Transaction is designed to assure the servicing or timely distribution of proceeds to security holders.

If a responsible representative of the Investment Manager with knowledge of the Portfolio has actual knowledge of any change in law or regulation that would lead him or her to reasonably question the viability of the Hedge Agreement Eligibility Criteria mentioned above, the Investment Manager shall cause the Issuer to seek written legal advice in respect of modifications to the Hedge Agreement Eligibility Criteria and shall not cause the Issuer to enter into any further Hedge Transactions unless it obtains legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that such Hedge Transaction will not cause the Issuer or Investment Manager to be required to register as a commodity pool operator and/or a commodity trading advisor with the CFTC pursuant to the United States Commodity Exchange Act of 1936 with respect to the Issuer.

Notwithstanding anything in the Investment Management Agreement or the Trust Deed to the contrary, the Investment Manager may by notice in writing to the Issuer and the Trustee unilaterally elect to modify the Hedge Agreement Eligibility Criteria without the consent of any other party so long as it causes the Issuer to obtain an opinion from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that Hedge Transactions entered into in compliance with such modified Hedge Agreement Eligibility Criteria will not (x) cause the Issuer or Investment Manager to be required to register as a commodity pool operator and/or a commodity trading advisor with the CFTC pursuant to the United States Commodity Exchange Act of 1936 with respect to the Issuer or (y) eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act, unless and until the Issuer is no longer able to rely on, or elects not to rely on, the exclusion from registration under the Investment Company Act provided by Rule 3a-7.

Notwithstanding the above, if, in the reasonable opinion of the Investment Manager, entry into a Hedge Agreement would require registration of the Investment Manager as a commodity pool operator, the Issuer will not be permitted to enter into such Hedge Agreement unless such registration is made by the Investment Manager with respect to, and at the expense of, the Issuer.

Form-Approved Hedge Agreements

If a Rating Agency informs the Issuer or the Investment Manager that the rating criteria applicable to Hedge Agreements has been modified such that the applicable Hedge Agreement no longer constitutes a Form-Approved Asset Swap Agreement or Form-Approved Interest Rate Hedge Agreement (as applicable) then the Issuer or the Investment Manager on its behalf shall seek approval of a new form from the relevant Rating Agencies.

Standard Terms of the Hedge Agreements

Each Hedge Agreement entered into by or on behalf of the Issuer shall contain the following standard provisions, save to the extent that any change thereto is agreed by the Issuer and the applicable Hedge Counterparty and subject to receipt of Rating Agency Confirmation in respect thereof.

Currency Hedging Arrangements

Asset Swap Agreements

Subject to the satisfaction of certain conditions set out in the Investment Management Agreement and the Portfolio Acquisition and Disposition Requirements, the Investment Manager shall be authorised to

purchase, on behalf of the Issuer, Non-Euro Obligations from time to time provided that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that satisfies paragraph (b) of the Eligibility Criteria (either as an Eligibility Criterion or as a Restructured Obligation Criterion) if not later than the trade date of the acquisition thereof, the Investment Manager procures entry by the Issuer into an Asset Swap Transaction pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligation, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by an Asset Swap Counterparty.

Pursuant to the terms of an Asset Swap Transaction, the initial principal exchange will be made in connection with funding the Issuer's acquisition of the related Non-Euro Obligation and the final and, if applicable, interim principal exchanges will be made to convert the principal proceeds received in respect thereof at maturity and prior to maturity, respectively and coupon exchanges will be made at the exchange rate specified for such transaction. Rating Agency Confirmation shall be required in relation to entry into each Asset Swap Transaction unless such Asset Swap Transaction is entered into under a Form-Approved Asset Swap Agreement.

Transactions entered into under an Asset Swap Agreement are documented in confirmations to such Asset Swap Agreement. An Asset Swap Transaction, if entered into, will be:

(a) used to hedge the currency (and if applicable, interest rate) mismatch between the Notes and any Non-Euro Obligations; and

(b) either:

  (i) entered into under a Form-Approved Asset Swap Agreement; or

  (ii) subject to receipt of Rating Agency Confirmation in respect thereof.

Further, each Asset Swap Counterparty will be required to satisfy the applicable Rating Requirement (taking into account any guarantor thereof). No Asset Swap Transaction may be entered into if, at the time of entry into such transaction, there is a withholding or deduction for or on account of any tax required in respect of any payments by either party to such Asset Swap Transaction. The Investment Manager shall be required to terminate any Asset Swap Transaction on or around the date it sells an Asset Swap Obligation.

Upon the sale of an Asset Swap Obligation, the Asset Swap Transaction relating thereto shall be terminated on or around the date of such sale in accordance with its terms, resulting in either (i) the Asset Swap Counterparty receiving the proceeds of the sale of the Asset Swap Obligation from the Issuer (which shall be funded outside the Priorities of Payments from the Asset Swap Account) and returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof) to the Issuer or (ii) the Issuer retaining the proceeds of sale of the Asset Swap Obligation (which shall be converted into Euro and paid into the Principal Account in accordance with the Conditions) net of any payments due to the Asset Swap Counterparty in connection with the termination of the Asset Swap Transaction in such circumstances (which the Issuer shall pay to the Asset Swap Counterparty on the date such payment is due in accordance with the applicable Hedge Agreement). Furthermore, upon the insolvency of the Issuer and/or the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*), the Hedge Counterparty may, but shall not be obliged to, terminate early any Asset Swap Transaction, in which case any Asset Swap Termination Payment would be paid in accordance with the Post-Acceleration Priority of Payments (other than with respect to any Counterparty Downgrade Collateral which is required to be returned to an Asset Swap Counterparty outside the Priorities of Payments in accordance with the Asset Swap Agreement).

If, following the insolvency of the Issuer and/or the acceleration of the Notes, the Hedge Counterparty, elects not to terminate early any Asset Swap Transaction, the Asset Swap Transaction shall terminate in accordance with its terms upon the sale of the relevant Asset Swap Obligation, resulting in the Asset Swap counterparty receiving the proceeds of the sale of the Asset Swap Obligation from the Issuer and returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof) to the Issuer.

An Asset Swap Transaction may also terminate in accordance with its terms upon repayment in full of the related Asset Swap Obligation and related final exchange under such Asset Swap Transaction.

Replacement Asset Swap Transactions

If any Asset Swap Transaction terminates in whole at any time in circumstances in which the applicable Asset Swap Counterparty is the "Defaulting Party" or sole "Affected Party" (each as defined in the applicable Asset Swap Agreement) the Investment Manager, on behalf of the Issuer, shall use commercially reasonable efforts to enter into a Replacement Asset Swap Transaction within 30 days of the termination thereof with a counterparty which satisfies the applicable Rating Requirement and which has the regulatory capacity to enter into derivatives transactions with Irish residents.

If an Asset Swap Transaction is terminated in the circumstances referred to above, any Asset Swap Termination Receipt will be paid into the relevant Hedge Termination Account and shall be applied towards the costs of entry into a Replacement Asset Swap Transaction, together with, where necessary, Interest Proceeds and/or Principal Proceeds that are available for such purpose on any Payment Date pursuant to the Priorities of Payments, subject to receipt of Rating Agency Confirmation, save:

(a) where the Issuer or the Investment Manager on its behalf, determines not to replace such Asset Swap Transaction and Rating Agency Confirmation is received in respect of such determination; or

(b) where termination of the Asset Swap Transaction occurs on a Redemption Date pursuant to Conditions 7(a) (*Final Redemption*), 7(b) (*Optional Redemption*) (other than in connection with a Refinancing), 7(f) (*Redemption Following Note Tax Event*) or 10 (*Events of Default)*; or

(c) to the extent that such Asset Swap Termination Receipt is not required for application towards any Asset Swap Replacement Payment,

in which event such Asset Swap Termination Receipt shall be paid into the Principal Account and shall constitute Unscheduled Principal Proceeds.

If the Issuer receives any Asset Swap Replacement Receipt upon entry into a Replacement Asset Swap Transaction, such amount shall be paid into the relevant Hedge Termination Account and applied directly by the Collateral Administrator acting on the instructions of the Investment Manager (acting on behalf of the Issuer) in payment of any Asset Swap Termination Payment payable upon termination of the Asset Swap Transaction being so replaced. To the extent not fully paid out of Asset Swap Replacement Receipts, any Asset Swap Termination Payment payable by the Issuer shall be paid to the applicable Asset Swap Counterparty on the next Payment Date in accordance with the Priorities of Payments. To the extent not required for making any such Asset Swap Termination Payment, such Asset Swap Replacement Receipts shall be paid into the Principal Account and shall constitute Unscheduled Principal Proceeds.

Subject to sub-paragraphs (a) to (c) above, if a Replacement Asset Swap Transaction cannot be entered into in such circumstances, the Investment Manager, acting on behalf of the Issuer, shall sell the applicable Non-Euro Obligation, pay the proceeds thereof to the applicable Asset Swap Counterparty, to the extent required pursuant to the terms of such Asset Swap Transaction and/or to the extent not so required, shall direct the Collateral Administrator to convert all of such proceeds into Euro at the Applicable Exchange Rate and shall procure that such amounts are paid into the Principal Account. If such proceeds are insufficient to pay any Asset Swap Termination Payments in full, such amount, including any Defaulted Hedge Termination Payment, shall be paid out of Interest Proceeds and/or Principal Proceeds on the next following Payment Date in accordance with the Priorities of Payments.

Interest Rate Hedging Arrangements

Interest Rate Hedge Agreements

The Issuer (or the Investment Manager on its behalf) may enter into any additional Interest Rate Hedge Transactions from time to time in order to hedge any interest rate mismatch between the Notes (other

than the Subordinated Notes) and the Collateral Debt Obligations, subject to the receipt of Rating Agency Confirmation in respect thereof (other than in respect of a Form-Approved Interest Rate Hedge Agreement) and provided that the Interest Rate Hedge Counterparty satisfies the applicable Rating Requirement and has the regulatory capacity to enter into derivatives transactions.

Replacement Interest Rate Hedge Agreements

If an Interest Rate Hedge Transaction terminates in whole at any time in circumstances which the applicable Interest Rate Hedge Counterparty is the "Defaulting Party" or sole "Affected Party" (each such term as defined in the applicable Interest Rate Hedge Agreement), the Investment Manager, on behalf of the Issuer, shall use commercially reasonable efforts to enter into a Replacement Interest Rate Hedge Transaction within 30 days of termination thereof with an Interest Rate Hedge Counterparty which satisfies the applicable Rating Requirement and which has the regulatory capacity to enter into derivatives transactions with Irish residents.

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 payment, provided that any withholding or deduction for or on account of FATCA may be excluded from such gross-up obligation. 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) transfer its residence for tax purposes to another jurisdiction or if a substitute principal obligor under the Notes has been substituted for the Issuer in accordance with Condition 9 (*Taxation*), arrange for a transfer of all of its interest and obligations under the Hedge Agreement and all Transactions thereunder to that substitute principal obligor so as to avoid the requirement to withhold or deduct for or on account of tax subject to satisfaction of the conditions specified therein (including receipt of Rating Agency Confirmation).

Limited Recourse and Non-Petition

The obligations of the Issuer under each Hedge Agreement will be limited to the proceeds of enforcement of the Collateral as applied in accordance with the Priorities of Payments set out in Condition 3(c) (*Priorities of Payments*). The Issuer will have the benefit of non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse and Non-Petition*).

Termination Provisions

Each Hedge Agreement may terminate by its terms, whether or not the Notes have been paid in full prior to such termination, upon the occurrence of a number of events (which may include without limitation):

(a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the related Hedge Counterparty;

(b) failure on the part of the Issuer or the related Hedge Counterparty to make any payment under the applicable Hedge Agreement after taking into account any applicable grace period;

(c) a change in law making it illegal for either the Issuer or the related Hedge Counterparty to be a party to, or to perform its obligations under, the applicable Hedge Agreement

(d) the principal due in respect of the Notes is declared to be due and payable in accordance with the terms of the Trust Deed, and in some cases, the Trustee has started to sell all or part of the Collateral as a consequence thereof;

(e) the Notes are redeemed in whole prior to the Maturity Date (otherwise than as a result of an Event of Default thereunder);

(f) representations related to certain regulatory matters prove to be incorrect;

(g) if the Issuer becomes subject to the AIFMD, or if the Issuer or the Investment Manager is required to register as a "commodity pool operator" and/or a "commodity trading advisor" pursuant to the United States Commodity Exchange Act of 1936, as amended;

(h) certain representations relating to EMIR prove to be incorrect;

(i) other regulatory changes occur which have a material adverse effect on a Hedge Counterparty; and

(j) material changes are made to the Transaction Documents without the consent of a Hedge Counterparty which could have a material adverse effect on the Hedge Counterparty.

A termination of a Hedge Agreement does not constitute an Event of Default under the Notes.

Asset Swap Agreements may also contain provisions which allow an Asset Swap Transaction to terminate upon the occurrence of certain credit events related to the underlying Non-Euro Obligation. These credit events could potentially be triggered in circumstances where the related Collateral Debt Obligation would not constitute a Defaulted Obligation (as such term is defined in the Conditions). In such instances the related Asset Swap Transaction would terminate and the Issuer (or the Investment Manager acting on its behalf) may need to sell the related Non-Euro Obligation unless a new Asset Swap Transaction can be entered into.

Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivative transaction described in this Prospectus in the event of the downgrade of the Hedge Counterparty. Such provisions may include a requirement that a Hedge Counterparty downgraded below certain minimum levels consistent with the ratings of the Notes must post collateral; or transfer the Hedge Agreement to another entity meeting the applicable Rating Requirement; or procure that an eligible guarantor meeting the applicable Rating Requirement guarantees its obligations under the Hedge Agreement; or take other actions subject to Rating Agency Confirmation.

Transfer and Modification

The Investment Manager, acting on behalf of the Issuer, may not modify any Hedge Transaction or Hedge Agreement without Rating Agency Confirmation in relation to such modification, save to the extent that the relevant Hedge Agreement would constitute a Form-Approved Asset Swap Agreement or a Form-Approved Interest Rate Hedge Agreement (as applicable) following such modification. A Hedge Counterparty may transfer its rights and obligations under a Hedge Agreement to any institution which (or whose credit support provider (as defined in the applicable Hedge Agreement)) satisfies the applicable Rating Requirement and provided that such institution has the regulatory capacity to enter into derivatives transactions.

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 Investment Manager, on behalf of the Issuer, may from time to time enter into agreements (each, a "**Reporting Delegation Agreement**") in a form approved by the Rating Agencies for the delegation of certain derivative transaction reporting obligations to one or more Hedge Counterparties or third parties (each, in such capacity, a "**Reporting Delegate**").

DESCRIPTION OF THE REPORTS

Terms used and not otherwise defined herein or in this Prospectus as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*) of the Terms and Conditions of the Notes.

Monthly Reports

The Collateral Administrator, not later than the eighth Business Day after the last Business Day of each month (save in respect of any month for which a Payment Date Report has been prepared) commencing in July 2017 (with the first report being prepared based on the Portfolio as at the last Business Day of June 2017), on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall compile and make available to the Issuer, the Trustee, the Initial Purchaser, the Investment Manager, each Hedge Counterparty, each Rating Agency and to any holder of a beneficial interest in any Note (by way of unique password which may be obtained by such holder from the Collateral Administrator, subject to receipt by the Collateral Administrator of certification that such holder is the holder of a beneficial interest in any Note) by means of a dedicated website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified by the Collateral Administrator to the Issuer, the Trustee, the Initial Purchaser, the Investment Manager, each Hedge Counterparty, each Rating Agency and the Noteholders from time to time), a monthly report (the "**Monthly Report**") which shall contain, without limitation, the information set out below with respect to the Portfolio, determined by the Collateral Administrator as at the last Business Day of each month in consultation with the Investment Manager.

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations and Eligible Investments representing Principal Proceeds;

(b) in respect of each Collateral Debt Obligation, its LoanX ID;

(c) the Aggregate Collateral Balance of the Collateral Debt Obligations;

(d) the Adjusted Collateral Principal Amount of the Collateral Debt Obligations;

(e) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation, its Principal Balance, CUSIP number, ISIN or identification thereof, annual interest rate or spread (and EURIBOR floor if any), facility, Collateral Debt Obligation Stated Maturity, Obligor, the Domicile of the Obligor, S&P Rating, S&P Recovery Rate, S&P Industry Classification, Moody's Rating, Moody's Default Probability Rating and any other public rating (other than any confidential credit estimate), Moody's industrial classification group and Moody's Recovery Rate (such information to be provided in a password-protected Microsoft Excel file);

(f) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation, whether such Collateral Debt Obligation is a Secured Senior Loan, Secured Senior Bond, Unsecured Senior Loan, Second Lien Loan, Mezzanine Loan, High Yield Bond, Cov-Lite Loan, S&P Cov-Lite Loan, Fixed Rate Collateral Debt Obligation, Corporate Rescue Loan, PIK Obligation, Zero Coupon Obligation, Semi-Annual Obligation, Step-Up Coupon Obligation, Step-Down Coupon Obligation, Deferring Security, Current Pay Obligation, Annual Obligation, Revolving Obligation, Delayed Drawdown Collateral Debt Obligation, Bridge Loan, Discount Obligation or Swapped Non-Discount Obligation;

(g) 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;

(h) 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 Investment Manager's discretion (expressed as a percentage of the Adjusted Collateral Principal Amount and measured at the date of determination of the last Monthly Report), the sale price thereof and the amount of any Investment Gains resulting from such sale paid into the Interest Account;

(i) subject to any confidentiality obligations binding on the Issuer, the purchase or sale price of each Collateral Debt Obligation, Eligible Investment and Collateral Enhancement Obligation acquired by the Issuer and in which the Issuer has granted a security interest to the Trustee, and each Collateral Debt Obligation, Eligible Investment and Collateral Enhancement Obligation sold by the Issuer since the date of determination of the last Monthly Report;

(j) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Defaulted Obligation or Deferring Security or in respect of which an Exchanged Security has been received since the date of determination of the last Monthly Report and the identity and Principal Balance of each CCC Obligation, Caa Obligation and Current Pay Obligation;

(k) 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;

(l) the approximate Market Value of, respectively, the Collateral Debt Obligations and the Collateral Enhancement Obligations;

(m) the Aggregate Principal Balance of Collateral Debt Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record;

(n) subject to any confidentiality obligations binding on the Issuer, the identity of any Collateral Debt Obligation where the respective Collateral Debt Obligation Stated Maturity is greater than the Maturity Date, together with its Principal Balance and its Collateral Debt Obligation Stated Maturity; and

(o) the identity of each obligation that is transferred to or from a Blocker Subsidiary.

Accounts

(a) the Balances standing to the credit of each of the Accounts and the identity of the Account Bank at which such Accounts are held; and

(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.

Hedge Transactions

(a) the outstanding notional amount (as defined therein) of each Hedge Transaction, distinguishing between (i) Asset Swap Transactions, and (ii) Interest Rate Hedge Transactions 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 Moody's rating and, if applicable, S&P rating in respect of each Hedge Counterparty and whether such Hedge Counterparty satisfies the Rating Requirements; and

(d) the maturity date, the strike price and the underlying currency notional amount of each currency option, the upfront premium paid or payable by the Issuer thereunder and, in relation to each currency option exercised, the date of exercise, the spot foreign exchange rate at the time of exercise, the notional amount of the optional exercised, the aggregate notional amount of the option which remains unexercised and the aggregate premium received.

Coverage Tests and Collateral Quality Tests

(a) a statement as to whether each of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test and the Class F Par Value Test is satisfied and details of the relevant Par Value Ratios;

(b) a statement as to whether each of the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test is satisfied and details of the relevant Interest Coverage Ratios;

(c) during the Reinvestment Period, a statement as to whether the Reinvestment Overcollateralisation Test is satisfied;

(d) until the expiry of the Reinvestment Period, a statement as to whether the S&P CDO Monitor Test is satisfied;

(e) so long as any Notes rated by S&P are Outstanding, the S&P Weighted Average Recovery Rate;

(f) the Weighted Average Life and a statement as to whether the Weighted Average Life Test is satisfied;

(g) the Weighted Average Spread ((i) as calculated for the purpose of the S&P CDO Monitor and as calculated for any purposes and (ii) separately, the Weighted Average Spread disregarding any EURIBOR (or such other floating rate of interest) floors applicable to any Collateral Debt Obligations), the Weighted Average Coupon Adjustment Percentage, Moody's Weighted Average Recovery Adjustment and a statement as to whether the Minimum Weighted Average Spread Test is satisfied;

(h) the Weighted Average Fixed Coupon;

(i) so long as any Notes rated by Moody's are Outstanding, the Adjusted Weighted Average Moody's Rating Factor Moody's Weighted Average Recovery Adjustment and a statement as to whether the Moody's Maximum Weighted Average Rating Factor Test is satisfied;

(j) so long as any Notes rated by Moody's are Outstanding, the Weighted Average Moody's Recovery Rate, Moody's Weighted Average Rating Factor Adjustment and a statement as to whether the Moody's Minimum Weighted Average Recovery Rate Test is satisfied;

(k) so long as any Notes rated by Moody's are Outstanding, the Diversity Score and a statement as to whether the Moody's Minimum Diversity Test is satisfied; and

(l) a statement identifying any Collateral Debt Obligation in respect of which the Investment Manager has made its own determination of "Market Value" (pursuant to the definition thereof) for the purposes of any of the Coverage Tests.

Portfolio Profile Tests

(a) in respect of each Portfolio Profile Test, a statement as to whether such test is satisfied, together with details of the result of the calculations required to be made in order to make such determination which details shall include the applicable numbers, levels and/or percentages resulting from such calculations; and

(b) the identity and Moody's Rating and S&P Rating of each Selling Institution, together with any changes in the identity of such entities since the date of determination of the last Monthly Report and details of the aggregate amount of Participations entered into with each such entity.

Bivariate Risk Table

a statement as to whether the limits specified in the Bivariate Risk Table are met by reference to the Moody's Ratings and S&P Ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non-compliance.

Frequency Switch Event

a statement indicating whether a Frequency Switch Event has occurred during the period covered by the Monthly Report (and in the case of a Frequency Switch Event occurring under paragraph (b) of the definition thereof, to the extent notice of such Frequency Switch Event has been received by the Collateral Administrator from the Investment Manager).

Risk Retention

(a) confirmation that the Collateral Administrator has received written confirmation from the Retention Holder that:

(i) it continues to hold Subordinated Notes with a Principal Amount Outstanding equal to not less than five per cent. of the Aggregate Collateral Balance (the "**Retention**"); and

(ii) it has not sold, hedged or otherwise mitigated its credit risk under or associated with the Retention or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements;

(b) the calculation of five per cent. of the Aggregate Collateral Balance for the purposes of determining the Retention and whether a Retention Deficiency has occurred and is continuing; and

(c) the amount of any Investment Gains paid into the Interest Account since the previous Payment Date.

Portfolio Acquisition and Disposition Requirements

whether the Portfolio Acquisition and Disposition Requirements have ceased to apply as a result of the Issuer (or the Investment Manager on its behalf) having elected not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act (and, if applicable, any exemption or exclusion from registration under the Investment Company Act other than 3(c)(1) or 3(c)(7) on which the Issuer has elected to rely), in each case to the extent notice of this has been received by the Collateral Administrator from the Issuer (or the Investment Manager acting on behalf of the Issuer).

Payment Date Reports

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall render a report (the "**Payment Date Report**"), prepared and determined as of each Determination Date, and shall make available such Report by means of a dedicated website currently located at https://gctinvestorreporting.bnymellon.com (or such other website as may be notified by the Collateral Administrator to the Issuer, the Trustee, the Initial Purchaser, the Investment Manager, each Hedge Counterparty, each Rating Agency and the Noteholders from time to time), to the Investment Manager, the Issuer, the Trustee, the Initial Purchaser, each Hedge Counterparty any holder of a beneficial interest in any Note (by way of unique password which may be obtained by such holder from the Collateral Administrator, subject to receipt by the Collateral Administrator of certification that such holder is the holder of a beneficial interest in any Note) and each Rating Agency not later than the Business Day preceding the related Payment Date. Upon receipt of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify the Irish Stock Exchange of the Principal Amount Outstanding of each Class of Notes after giving effect to the principal payments, if any, on the next Payment Date. The Payment Date Report shall contain the following information:

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations as of the close of business on such Determination Date, after giving effect to (A) Principal Proceeds received on the Collateral Debt Obligations with respect to the related Due Period and the reinvestment of such Principal Proceeds in Substitute Collateral Debt Obligations during such Due Period and (B) the disposal of any Collateral Debt Obligations during such Due Period;

(b) subject to any confidentiality obligations binding on the Issuer, a list of, respectively, the Collateral Debt Obligations and the 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the next Payment Date;

(d) EURIBOR for the related Due Period and the Floating Rate of Interest applicable to each Class of Floating Rate Notes during the related Due Period; and

(e) whether a Frequency Switch Event has occurred during the period covered by the Payment Date Report (and in the case of a Frequency Switch Event occurring under paragraph (b) of the definition thereof, to the extent notice of such Frequency Switch Event has been received by the Collateral Administrator from the Investment Manager).

Payment Date Payments

(a) the amounts payable pursuant to the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments, the Collateral Enhancement Obligation Proceeds Priority of Payments, the Redemption Proceeds Priority of Payments, the Partial Redemption Priority of Payments and the Post-Acceleration Priority of Payments;

(b) the Trustee Fees and Expenses, the amount of any Investment Management Fees and Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and

(c) any Asset Swap Termination Payments, any Interest Rate Hedge Termination Payments and any Defaulted Hedge Termination Payments.

Accounts

(a) the Balance standing to the credit of the Interest Account at the end of the related Due Period;

(b) the Balance standing to the credit of the Principal Account at the end of the related Due Period;

(c) the Balance standing to the credit of the Interest Account immediately after all payments and deposits to be made on the next Payment Date;

(d) the Balance standing to the credit of the Principal Account immediately after all payments and deposits to be made on the next Payment Date;

(e) the amounts payable from the Interest Account through a transfer to the Payment Account pursuant to the Priorities of Payments on such Payment Date;

(f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payments on such Payment Date;

(g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payments on such Payment Date, together with details of whether such amounts constitute Interest Proceeds or Principal Proceeds;

(h) the Balance standing to the credit of each of the other Accounts at the end of the related Due Period;

(i) the purchase price, principal amount, redemption price, annual interest rate, maturity date of and Obligor of each Eligible Investment purchased from funds in the Accounts;

(j) the Principal Proceeds received during the related Due Period;

(k) the Interest Proceeds received during the related Due Period; and

(l) the Collateral Enhancement Obligation Proceeds received during the related Due Period.

Coverage Tests, Collateral Quality Tests and Portfolio Profile Tests

(a) the information required pursuant to "*Monthly Reports — Coverage Tests and Collateral Quality Tests*" above; and

(b) the information required pursuant to "*Monthly Reports — Portfolio Profile Tests*" above.

Hedge Transactions

The information required pursuant to *"Monthly Reports — Hedge Transactions*" above.

Risk Retention

The information required pursuant to "*Monthly Reports– Risk Retention*" above.

Portfolio Acquisition and Disposition Requirements

The information required pursuant to "*Monthly Reports- Portfolio Acquisition and Disposition Requirements*" above.

Frequency Switch Event

A statement as to whether each of the conditions set out in limbs (i) and (ii) of paragraph (a) of the definition of Frequency Switch Event is satisfied.

Miscellaneous

Each report shall state that it is for the purposes of information only, that certain information included in the report is estimated, approximated or projected and that it is provided without any representations or warranties as to the accuracy or completeness thereof and that none of the Collateral Administrator, the Trustee, the Issuer or the Investment Manager will have any liability for estimates, approximations or projections contained therein.

In addition, the Collateral Administrator shall provide (i) the Issuer with such other information and in such a format relating to the Portfolio as the Issuer may reasonably request and which is in the possession of the Collateral Administrator, in order for the Issuer to satisfy its obligation to make certain filings of information with the Central Bank of Ireland and in respect of the preparation of its financial statements and tax returns; and (ii) the Trustee with a draft Payment Date Report detailing

distributions to be made from the Payment Account on such Payment Date in accordance with the terms of the Agency Agreement. The Collateral Administrator shall effect such distributions from the Payment Account unless the Trustee notifies the Collateral Administrator that it objects to such payments.

TAX CONSIDERATIONS

General

Purchasers of Notes may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Note.

Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any Note should consult their own tax advisers. **In particular, no representation is made as to the manner in which payments under the Notes would be characterised by any relevant taxing authority**. Potential investors should be aware that the relevant fiscal rules or their interpretation may change, possibly with retrospective effect, and that this summary is not exhaustive. This summary does not constitute legal or tax advice or a guarantee to any potential investor of the tax consequences of investing in the Notes.

ALL PROSPECTIVE INVESTORS SHOULD READ "UNITED STATES FEDERAL INCOME TAXATION - INFORMATION REPORTING AND BACKUP WITHHOLDING TAX" AND "FATCA TAX REPORTING AND WITHHOLDING" BELOW FOR A DISCUSSION OF POTENTIAL REPORTING OBLIGATIONS AND MATERIAL CONSEQUENCES OF FAILING TO COMPLY WITH SUCH OBLIGATIONS.

Irish Taxation

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Notes based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in Notes, trusts etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest which should include interest payable on the Notes.

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 and does not come within certain new rules introduced by the Finance Act 2016, as described below under the heading "*Deductibility of Interest*":

(a) *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:

(i) the Notes are quoted Eurobonds, i.e. Notes which are issued by a company (such as the Issuer), which are listed on a recognised stock exchange (such as the Irish Stock Exchange) and which carry a right to interest; and

(ii) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

(A) the Notes are held in a clearing system recognised by the Irish Revenue Commissioners; (DTC, Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or

(B) 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.

Under certain anti-avoidance legislation, it is possible that profit dependent payments of interest on the Notes may be regarded as a distribution, giving rise to a withholding obligation, for Irish tax purposes if the beneficial owner of the interest is connected for certain purposes with the Issuer and, for listed Notes, the issuer is aware that the interest is not subject to tax in a relevant territory, being a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty ("**Relevant Territory**").

Thus, subject to that anti-avoidance provision, so long as the Notes continue to be quoted on the Irish Stock Exchange, and are held in Euroclear and/or Clearstream, Luxembourg, 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 so quoted but cease to be held in a recognised clearing system, subject to that anti-avoidance provision, 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.

(b) 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:

(i) the Issuer remains a "qualifying company" as defined in Section 110 of the Taxes Act 1997 (a "**Qualifying Company**"). 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

(ii) one of the following conditions is satisfied:

(A) the noteholder is a pension fund, government body or other person (which is not a "specified person" for the purposes of Section 110 of the Taxes Act 1997), 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

(B) 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.

Deductibility of Interest

New rules contained in the Finance Act 2016 restrict deductibility of interest paid by a Qualifying Company (such as the Issuer) that is profit dependent or exceeds a reasonable commercial return to the extent that the interest is associated with the business of a Qualifying Company of holding "specified mortgages", subject to a number of exceptions. 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, Irish land, (b) a 'specified agreement' (effectively a profit-dependent derivative) which derives all of its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies, (c) the portion of a 'specified security' (essentially a security in respect of which, if the Finance Act 2016 rules did not apply, payments on that security would be deductible under section 110 of the Taxes Act 1997), is attributable to the specified property business in accordance with the new rules, or (d) units in an IREF (being a specific form of investment undertaking within the meaning

of Chapter 1B of Part 27 of the Taxes Act 1997). The legislation treats the holding of such specified mortgages as a separate business to the rest of the Qualifying Company's activities and can treat any interest attributable to that business as a distribution if it is dependent on profits of that business or exceeds a reasonable commercial return. Any such distribution is not deductible, subject to a number of exceptions, and potentially subject to Irish withholding tax at 20 per cent.

To the extent that the Issuer holds any specified mortgages, then the new rules could apply to payments by the Issuer in respect of the Notes, but only to the extent such payments comprise interest which is profit dependent or exceeds a reasonable commercial return.

There is a specific carve out from the new legislation in respect of CLO transactions, provided the transaction is carried out in conformity with:

(a) a prospectus, within the meaning of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 ("**Prospectus Directive**");

(b) listing particulars, where any securities issued by the Qualifying Company are listed on an exchange, other than the main exchange, of a relevant Member State; or

(c) where the securities issued by the Qualifying Company will not be listed on an exchange in the State or a relevant Member State, legally binding documents

that:

(i) may provide for a warehousing period, which for the purposes of this subsection 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,

and where, based on the documents referred to in paragraphs (a) to (c) and the activities of the Qualifying Company, it would not be reasonable to consider that the main purpose, or one of the main purposes, of the Qualifying Company was to acquire specified mortgages.

Accordingly, as, upon approval by and filing with the Central Bank, this Offering Circular will constitute a "prospectus" for the purposes of the Prospectus Directive and pursuant to a confirmation in the Investment Management Agreement that no party to that agreement has as its main purpose, or one of its main purposes, the acquisition of 'specified mortgages' within the meaning of Section 110 TCA, the new rules should not apply to this transaction.

Encashment Tax

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Income Tax, PRSI and Universal Social Charge

Notwithstanding that a noteholder may receive interest on the Notes free of withholding tax, the noteholder may still be liable to pay Irish tax with respect to such interest. Noteholders resident or ordinarily resident in Ireland who are individuals may be liable to pay Irish income tax, social insurance (PRSI) contributions and the universal social charge in respect of interest they receive on the Notes.

Interest paid on the Notes may have an Irish source and therefore may be within the charge to Irish income tax, notwithstanding that the noteholder is not resident in Ireland. In the case of noteholders

who are non-resident individuals such noteholders may also be liable to pay the universal social charge in respect of interest they receive on the Notes.

Ireland operates a self-assessment system in respect of tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

There are a number of exemptions from Irish income tax available to certain non-residents. Firstly, interest payments made by the Issuer are exempt from income tax so long as the Issuer is a Qualifying Company, the recipient is not resident in Ireland and is resident in a relevant territory and, the interest is paid out of the assets of the Issuer. Secondly, interest payments made by the Issuer in the ordinary course of its trade or business to a company are exempt from income tax provided the recipient company is not resident in Ireland and is either resident for tax purposes in a relevant territory which imposes a tax that generally applies to interest receivable in that territory by companies from sources outside that territory and which tax corresponds to income tax or corporation tax in Ireland or the interest is exempted from the charge to Irish income tax under the terms of a double tax agreement which is either in force or which will come in to force once all ratification procedures have been completed. Thirdly, interest paid by the Issuer free of withholding tax under the quoted Eurobond exemption is exempt from income tax where the recipient is a person not resident in Ireland and resident in a relevant territory or is a company not resident in Ireland which is under the control, whether directly or indirectly, of person(s) who by virtue of the law of a relevant territory are resident for the purposes of tax in a relevant territory and is not under the control of person(s) who are not so resident, or is a company not resident in Ireland where the principal class of shares of the company or its 75 per cent. parent is substantially and regularly traded on a recognised stock exchange. For the purposes of these exemptions and where not specified otherwise, residence is determined under the terms of the relevant double taxation agreement or in any other case, the law of the country in which the recipient claims to be resident. Interest falling within the above exemptions is also exempt from the universal social charge.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed, may have a liability to Irish corporation tax on the interest.

Relief from Irish income tax may also be available under the specific provisions of a double tax treaty between Ireland and the country of residence of the recipient.

Interest on the Notes which does not fall within the above exemptions is within the charge to income tax, and, in the case of noteholders who are individuals, the charge to the universal social charge. In the past the Irish Revenue Commissioners have not pursued liability to income tax in respect of persons who are not regarded as being resident in Ireland except where such persons have a taxable presence of some sort in Ireland or seek to claim any relief or repayment in respect of Irish tax. However, there can be no assurance that the Irish Revenue Commissioners will apply this treatment in the case of any noteholder.

Capital Gains Tax

A noteholder will not be subject to Irish tax on capital gains on a disposal of Notes unless such noteholder is either resident or ordinarily resident in Ireland or carries on a trade in Ireland through a branch or agency in respect of which the Notes were used or held and, in the case of Notes which derive their value or more than 50% of their value from Irish real estate, mineral rights or exploration rights, unless the Notes cease to be quoted on a stock exchange.

Capital Acquisitions Tax

A gift or inheritance comprising Notes will be within the charge to capital acquisitions tax (which subject to available exemptions and reliefs, is currently levied at 33 per cent.) if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland on the relevant date or (ii) if the Notes are regarded as property situate in Ireland (i.e. if the Notes are physically located in Ireland or if the register of the Notes is maintained in Ireland).

Stamp Duty

No stamp duty or similar tax is imposed in Ireland (on the basis of an exemption provided for in Section 85(2)(c) of the Stamp Duties Consolidation Act, 1999) on the issue, transfer or redemption of the Notes, provided that the Issuer is a Qualifying Company and the proceeds of the Notes are used in the course of the Issuer's business.

United States Federal Income Taxation

(a) **General**

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the Refinancing Notes. The discussion addresses only persons that purchase Refinancing Notes for cash in the original offering, hold the Refinancing Notes as capital assets, and, if they are U.S. Holders (as defined below), use the United States dollar as their functional currency. The discussion does not consider the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organisations, dealers, traders who elect to mark their investment to market and persons holding the Refinancing Notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction) are subject to special tax regimes. The discussion does not address any state, local or foreign taxes or the federal alternative minimum tax and does not address persons that hold Refinanced Notes prior to the Issue Date. Special rules also apply to individuals, certain of which may not be discussed below. Prospective investors should note that no rulings have been, or are expected to be, sought from the IRS with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE REFINANCING NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES AND THE LAWS OF IRELAND AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "**U.S. Holder**" means the beneficial owner of a Refinancing Note that for U.S. federal income tax purposes is (i) a citizen or individual resident of the United States, (ii) a corporation organised in or under the laws of the United States or any political subdivision thereof, (iii) a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or (iv) an estate the income of which is subject to U.S. federal income taxation regardless of its source. "**Non-U.S. Holder**" means a beneficial owner of a Refinancing Note other than a U.S. Holder. The treatment of partners in a partnership that owns Refinancing Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the Refinancing Notes. The Trust Deed could be amended after the Issue Date in a manner that materially adversely affects the U.S. federal tax consequences of an investment in the Notes as described herein. This discussion assumes that the Trust Deed is not so amended.

(b) **U.S. Taxation of the Issuer**

The Issuer has adopted, and intends to continue to follow, the Operating Guidelines, which are designed to reduce the risk that the Issuer will be deemed to have engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes. In connection with the sale of the Original Notes, on the Original Issue Date, Hunton & Williams LLP provided the Issuer with an opinion, subject to customary assumptions and qualifications, generally to the effect that, under the law then in effect, assuming the Issuer and the Investment Manager comply the Operating Guidelines and other requirements of the original Prospectus, the original Investment Management Agreement, and the other transaction documents executed

on the Original Issue Date, and although there is no direct authority in the U.S. federal tax law addressing transactions similar to those contemplated herein, the Issuer will not be engaged in a trade or business in the United States for U.S. federal income tax purposes. The opinion of Hunton & Williams LLP was based on certain factual assumptions, covenants and representations as to the Issuer's contemplated activities. In addition, such opinion was based on the transaction documents as of the Original Issue Date, and, accordingly, will not address any potential U.S. federal income tax effects of the Supplemental Trust Deed. The Issuer intends to continue to conduct its affairs in accordance with the assumptions and representations on which such opinion was based, and the remainder of this summary assumes that the Issuer will not be 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 the Issuer were to be found to be engaged in a U.S. trade or business for U.S. federal income tax purposes, there could be material adverse financial consequences to the Issuer and to persons who hold the Refinancing Notes. The imposition of any of the foregoing taxes would materially affect the Issuer's ability to pay principal, interest, and other amounts owing in respect of the Refinancing Notes. In addition, if the Issuer were found to be engaged in a U.S. trade or business for U.S. federal income tax purposes, payments in respect of the Refinancing Notes may be treated as U.S. source income that could be subject to withholding unless appropriate certifications of status have been provided by Non-U.S. Holders to the applicable withholding agent as discussed further below.

The opinion described above represented only counsel's best judgement, and is not binding on the IRS or the courts. There are no authorities that deal with situations substantially identical to the Issuer's, and the Issuer could be treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or U.S. courts or other causes. In addition, you should be aware that the opinion referred to above expressly relied on the Investment Manager's compliance with the Operating Guidelines, which are intended to prevent the Issuer from engaging in activities that could give rise to a trade or business within the United States for U.S. federal income tax purposes (although there is no direct authority in the U.S. federal tax law addressing the activities permitted under the Operating Guidelines). Although the Investment Manager has generally undertaken to comply with the Operating Guidelines, the Investment Manager is permitted to depart from the Operating Guidelines if it obtains written advice of Hunton & Williams LLP or Milbank, Tweed, Hadley & McCloy LLP or a written opinion from another nationally recognised tax counsel that the departure, when considered in light of the activities of the Issuer, will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. There can be no assurance that any such opinion or advice of tax counsel (other than from Hunton & Williams LLP) will be consistent with the views and opinion standards of Hunton & Williams LLP, and any such departures would not be covered by the opinion of Hunton & Williams LLP referred to above. Further, the Issuer may, for certain specified purposes, amend, modify, supplement and/or waive the provisions of any transaction document without the consent of the Noteholders and without requiring that Issuer to specifically consider if such amendment, modification, supplement or waiver will affect whether the Issuer will be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes. The opinion of Hunton & Williams LLP was based on the transaction documents as of the Original Issue Date, and, accordingly, does not address any potential U.S. federal income tax effects of any such amendment, modification, supplement or waiver.

Furthermore, the Investment Manager is not obligated to monitor changes in law that could affect whether the Issuer is treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. The Investment Manager might act in accordance with the Operating Guidelines notwithstanding the issuance of new decisions by the courts, new legislation or official guidance; however, under the Investment Management Agreement, the Investment

Manager is not permitted to rely on the Operating Guidelines to the extent that the Investment Manager has actual knowledge at the time such action is taken that, when considered in light of the other activities of the Issuer, such action would cause the Issuer to be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. In addition, although the Investment Manager can be removed for cause, the definition of "cause" in the context of violations of the Operating Guidelines is not clear. Unintentional violations will not constitute "cause" if they do not have a material adverse effect on the Controlling Class. It is not certain that a violation of the Operating Guidelines that causes an increase in the risk that the Issuer will be engaged in a trade or business in the United States for U.S. federal income tax purposes (without actually having that effect) will be treated as a breach of the Investment Management Agreement. Violations of the Operating Guidelines, whether intentional or unintentional, are not covered by the legal opinion of Hunton & Williams LLP.

Prospective investors should be aware that there will not be new tax opinion issued on the Issue Date with respect to whether the Issuer was or will be engaged the conduct of a trade or business within the United States for U.S. federal income tax purposes.

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Transaction Documents, certain Ineligible Obligations may be owned by one or more Blocker Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes: provided that with respect to any Ineligible Obligation described in clause (b) or (c) of the definition of "Ineligible Obligation", the Issuer shall contribute such Ineligible Obligation to a Blocker Subsidiary upon such Ineligible Obligation's failure to satisfy paragraph (cc) or paragraph (v) of the Eligibility Criteria, as applicable. Any foreign Blocker Subsidiary may be treated as engaged in a trade or business within the United States and may be subject to U.S. federal income tax on a net income basis at U.S. corporate income tax rates (and possibly a 30 per cent. U.S. branch profits tax), and may file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or the Blocker Subsidiary may be subject to a 30 per cent. U.S. withholding tax on some or all of its income. In the case of a U.S. Blocker Subsidiary, the Blocker Subsidiary would be subject to U.S. federal income tax on a net income basis at normal corporate tax rates, and would be required to file U.S. tax returns and reports. In addition, distributions from the Blocker Subsidiary to the Issuer may be subject to a 30 per cent. U.S. withholding tax.

(c) **Withholding Taxes on the Issuer**

Although the Issuer does not anticipate that it will be subject to U.S. federal income tax with respect to its net income, income derived by the Issuer may be subject to withholding or gross income taxes imposed by the United States or other countries, and the imposition of such taxes could materially affect its ability to make payments on the Refinancing Notes. Subject to certain exceptions set forth in the Transaction Documents, the Issuer generally may acquire a particular Collateral Debt Obligation only if, at the time of commitment to purchase, either the interest payments thereon are not subject to withholding tax or the issuer of the Collateral Debt Obligation is required to make "gross-up" payments. Accordingly, the Issuer does not generally expect to be subject to U.S. federal withholding taxes on interest from Collateral Debt Obligations. The Issuer may, however, be subject to U.S. federal withholding or gross income taxes in respect of dividends, commitment fees, facility fees, and other similar fees associated with Collateral Debt Obligations constituting Revolving Obligations and Delayed Drawdown Collateral Debt Obligations. Any such withholding or gross income taxes may not be grossed up.

Notwithstanding the foregoing, there can be no assurance that income derived by the Issuer will not become subject to withholding or gross income taxes more generally as a result of changes in law, contrary conclusions by the IRS or U.S. courts or other causes. Such withholding or gross income taxes could be applied retroactively to fees or other income previously received by

the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the taxing authority to pay such taxes.

(d) **Characterisation of the Refinancing Notes**

Based on the terms of the Refinancing Notes and subject to other relevant facts and circumstances on the Issue Date, the Issuer will receive an opinion from Milbank, Tweed, Hadley & McCloy LLP on the Issue Date to the effect that, for U.S. federal income tax purposes, the Class X Notes, the Class A Notes, Class B Notes, Class C Notes and Class D Notes will be treated as debt and the Class E Notes should be treated as debt. The Issuer also intends to treat the Class F Notes as debt for U.S. federal income tax purposes.

In general, the characterisation of an instrument for U.S. federal income tax purposes as debt or equity by its issuer as of the time of issuance is binding on a holder. This characterisation, and counsel's opinion, however, are not binding on the IRS or the courts. In particular, there can be no assurance that the IRS would not contend, and that a court would not ultimately hold, that a Refinancing Notes, in particular the Class F Notes, constitute equity of the Issuer. Investors should consult their tax advisors regarding the tax rules that would apply if a Class of Refinancing Notes were recharacterised as equity by the IRS. The discussion in the remainder of this section assumes that the Refinancing Notes will be treated as debt.

(e) **Interest and OID on the Refinancing Notes**

Subject to the discussion of original issue discount ("**OID**") below, a U.S. Holder of a Refinancing Note that uses the cash method of accounting must include in income the U.S. dollar value of Euro interest paid when received. Euro interest received is translated at the U.S. dollar spot rate of Euro on the date of receipt, regardless of whether the payment is converted into U.S. dollars on the date of receipt. A cash method U.S. Holder therefore generally will not have foreign currency gain or loss on receipt of a Euro interest payment but may have foreign currency gain or loss upon disposing of the Euro received.

A U.S. Holder of a Refinancing Note that uses the accrual method of accounting or any U.S. Holder required to accrue OID will be required to include in income the U.S. dollar value of Euro interest or OID accrued during the accrual period. An accrual basis U.S. Holder may determine the amount of income recognised with respect to such interest using either of two methods, in either case regardless of whether the payments are in fact converted into U.S. dollars on the date of receipt. Under the first method, the U.S. dollar value of accrued interest is translated at the average Euro rate for the interest accrual period (or, with respect to an accrual period that spans two taxable years, the partial period within the taxable year). An accrual method U.S. Holder of a Refinancing Note that uses this first method will therefore recognise foreign currency gain or loss, as the case may be, on interest or OID paid to the extent that the U.S. dollar/Euro exchange rate on the date the interest is received differs from the rate at which the interest income was accrued. Under the second method, the U.S. Holder can elect to accrue interest or OID at the Euro spot rate on the last day of an interest accrual period (or, in the case of an accrual period that spans two taxable years, at the exchange rate in effect on the last day of the partial period within the taxable year) or, if the last day of an interest accrual period is within 5 business days of the receipt of such interest, the spot rate on the date of receipt. An election to accrue interest or OID at the spot rate generally will apply to all foreign currency denominated debt instruments held by the U.S. Holder, and is irrevocable without the consent of the IRS. An accrual method U.S. Holder of a Refinancing Note that uses the second method but does not accrue interest at the spot rate on the date of receipt will therefore recognise foreign currency gain or loss, as the case may be, on interest or OID paid to the extent that the U.S. dollar/Euro exchange rate on the date the interest is received differs from the rate at which the interest income was accrued. Regardless of the method used to accrue interest and OID, a U.S. Holder may have additional foreign currency gain or loss upon a subsequent disposition of the Euro received.

In general, if the issue price of a Refinancing Note (the first price at which a substantial amount of the relevant Class of Notes is sold to investors) is less than its "stated redemption price at maturity" by at least a statutory de minimis amount, the Note will be considered to have OID. OID generally will be de minimis if it is less than 25 basis points multiplied by the "weighted average maturity" of the Class of Refinancing Notes (as defined in applicable Treasury regulations). If a U.S. Holder acquires a Refinancing Note with OID, then, regardless of such holder's method of accounting, the U.S. Holder will be required to include such OID in income on a constant yield to maturity basis, whether or not it receives a cash payment on any payment date. Interest and OID on a Refinancing Note will be ordinary income from sources outside the United States.

Because payments of stated interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes ("**Deferred Interest Notes**") are contingent on available funds and subject to deferral, the Deferred Interest Notes will be treated for U.S. federal income tax purposes as having OID. The total amount of such discount with respect to a Deferred Interest Note will equal the sum of all payments to be received under such Deferred Interest Note less its issue price. A U.S. Holder of Deferred Interest Notes will be required to include OID in income as it accrues.

Treasury regulations applicable to debt instruments issued with OID do not provide definitive rules for accrual of OID on debt instruments the payments on which are contingent as to time, in the manner of the Deferred Interest Notes. In the absence of such definitive guidance, the Issuer intends to treat the amount of OID accruing in any interest accrual period as generally equal to the stated interest accruing in that period (whether or not currently due) plus any additional amount representing the accrual under a constant yield method of any additional OID represented by the excess of the principal amount of the Deferred Interest Notes over their issue price. Accruals of any such additional OID will be based on the projected weighted average life of the Deferred Interest Notes rather than their Maturity Date. Because the Deferred Interest Notes provide for interest at a floating rate, accruals of OID should be calculated by assuming that interest will be paid over the life of the Deferred Interest Note based on the value of EURIBOR used in setting interest for the first interest accrual period, and then adjusting the income for each subsequent interest accrual period for any difference between the actual value of EURIBOR used in setting interest for those periods and the assumed rate.

However, it is also possible the Deferred Interest Notes may be subject to an income accrual method analogous to the methods applicable to debt instruments whose payments are subject to acceleration (under section 1272(a)(6) of the Code) using an assumption as to the expected payments on the Deferred Interest Notes reflected on an assumed payment schedule prepared by the Issuer. In that case, adjustments (generally forward looking) will be made to the extent actual payments do not correspond to the assumed payment schedule. Alternatively, it is possible that the Deferred Interest Notes could be treated as subject to special rules applicable to contingent payment debt instruments. In that event, the timing of income and character of gain or loss on the Deferred Interest Notes would be different. A U.S. Holder of Deferred Interest Notes should consult its own tax advisor about the possible application of these rules.

(f) **Sale, Exchange, Redemption or Repayment of the Refinancing Notes**

In general, a U.S. Holder of a Refinancing Note will have a basis in such Refinancing Note equal to the cost of such Refinancing Note to such holder, increased by any amount includible in income by such holder as OID and reduced by any payments thereon other than, in the case of the Refinancing Notes that are not Deferred Interest Notes, payments of stated interest. Upon a sale or exchange of the Refinancing Note, a U.S. Holder will generally recognise gain or loss equal to the difference between the amount realised (less any accrued interest, which would be taxable as interest) and the holder's tax basis in such Refinancing Note.

The amount realised on the sale, exchange, redemption or repayment of a Refinancing Note generally is determined by translating the Euro proceeds into U.S. dollars at the spot rate on the

date the Refinancing Note is disposed of, while a U.S. Holder's adjusted tax basis in a Refinancing Note generally will be the cost of the Refinancing Note to the U.S. Holder, determined by translating the Euro purchase price into U.S. dollars at the spot rate on the date the Refinancing Note was purchased, and increased by the Euro value of any OID accrued and reduced by the Euro value of any payments other than, in the case of the Refinancing Notes that are not Deferred Interest Notes, payments of stated interest. If, however, the Refinancing 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. An election by an accrual basis U.S. Holder to apply the spot exchange rate on the settlement date will be subject to the rules regarding currency translation elections described above, and cannot be changed without the consent of the IRS. The amount of foreign currency gain or loss realised with respect to accrued but unpaid interest is the difference between the U.S. Dollar value of the interest based on the spot exchange rate on the date the Refinancing Notes are disposed of and the U.S. Dollar value at which the interest was previously accrued. The amount of foreign currency gain or loss with respect to principal will equal the difference between the U.S. dollar value of the principal amount of the Refinancing Note when payment is received or a Refinancing Note is disposed of (determined by the U.S. dollar spot rate for Euro on that date) and the U.S. dollar value of principal amount of the Refinancing Note on the date the Refinancing Note was acquired (determined by the U.S. dollar spot rate for Euro on the date of acquisition). Foreign currency gain or loss on a sale, exchange, redemption or repayment of a Refinancing Note is generally recognised only to the extent of total gain or loss on the transaction. A U.S. Holder will have a tax basis in Euro received on the sale, exchange or retirement of a Refinancing Note equal to the U.S. dollar value of the Euro on the relevant date.

Foreign currency gain or loss recognised by a U.S. Holder on the sale, exchange or other disposition of a Refinancing Note (including repayment at maturity) generally will be treated as ordinary income or loss. Gain or loss in excess of foreign currency gain or loss on a Refinancing Note generally will be treated as capital gain or loss. The deductibility of capital losses is subject to limitations. In the case of a non-corporate U.S. Holder, preferential rates may apply to any capital gain if such U.S. Holder's holding period for such Refinancing Notes exceeds one year.

(g) **Additional Offerings**

Refinancing Notes issued in additional offerings by the Issuer may not be fungible for U.S. federal income tax purposes with the Refinancing Notes issued in this original offering and, in such case, will be issued under a separate ISIN.

(h) **Net Investment Tax**

Section 1411 of the Code imposes a 3.8 per cent. tax (in addition to other federal income taxes) on the net investment income of U.S. Holders who are individuals, estates or trusts to the extent net investment income exceeds an income threshold. Net investment income generally will include all income from the Refinancing Notes.

U.S. Holders, and in particular U.S. Holders of any Class of Refinancing Notes that may be recharacterised as equity of the Issuer for U.S. federal income tax purposes, are urged to consult their tax advisors regarding the effect, if any, of Section 1411 and regulations thereunder on their investment in the Refinancing Notes in their particular circumstances.

(i) **Transfer and Other Reporting Requirements**

U.S. Holders, and in certain cases Non-U.S. Holders, of the Refinancing Notes may be subject to other information reporting requirements. More than one reporting requirement may apply to an investor. The failure to comply with these reporting requirements may result in penalties, which may be substantial, and, in certain instances, the failure to file a required form will suspend the statute of limitations with respect to any tax return, event, or period to which such

information relates. As a result, even if an investor reports all of its taxable income from its investment in Refinancing Notes, if the investor fails to file a required information return, the period during which the IRS can assess taxes will remain open, potentially including with respect to items that do not relate to the holder's investment in the Notes. The Issuer assumes no responsibility to advise holders or other affected parties about how to comply with generally applicable reporting requirements relevant to their purchase, ownership and disposition of Refinancing Notes and purchasers of Refinancing Notes are urged to consult their own tax advisors regarding these reporting requirements, including penalties that may apply for failure to comply. However, for the convenience of holders certain of the reporting requirements that may apply to the acquisition, ownership of disposition of Refinancing Notes are listed below.

Specified Foreign Financial Assets (IRS Form 8938).

Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of U.S.$50,000 are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions.

Possible Treatment of Class E Notes and Class F Notes as Equity for U.S. Federal Tax Purposes

As descried above under "*Characterisation of the Refinancing Notes*", the Issuer intends to treat the Class E Notes and Class F Notes as indebtedness for U.S. federal, state and local income and franchise tax purposes, and the Trust Deed requires Noteholders to treat the Class E Notes and Class F Notes as indebtedness for such purposes. Nevertheless, the IRS could assert, and a court could ultimately hold, that the Class E Notes and Class F Notes are equity in the Issuer for U.S. federal income tax purposes.

To the extent such information is reasonably available to it, the Issuer will undertake to provide, at the request of a U.S. Holder of Class E Notes or Class F Notes and at the expense of any such holder, all information and documentation that the U.S. Holder is required to obtain for U.S. federal income tax purposes in order to make and maintain a qualified electing fund election provided in Section 1295 of the Code on a "protective" basis.

For U.S. Holders who acquire any Class of Notes recharacterised as equity in the Issuer, please see the section "*United States Federal Income Taxation*" in the prospectus relating to the Original Notes for further information.

(j) **Tax Treatment of Non-U.S. Holders of Refinancing Notes**

Subject to the discussion of FATCA below, assuming that the Issuer is not treated as engaged in a trade or business within the United States, as discussed above, payments on the Refinancing Notes to a Non-U.S. Holder, or gain realised on a sale, exchange, or redemption of such Refinancing Notes by such holder, will not be subject to U.S. federal withholding tax unless such Non-U.S. Holder is subject to backup withholding tax, as described below, as a result of failing to comply with applicable certification procedures to establish that it is not a U.S. Holder. Interest paid to a Non-U.S. Holder generally will not be subject to U.S. net income tax unless the interest is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Gain realised by a Non-U.S. Holder on the redemption or disposition of a Refinancing Note will not be subject to U.S. tax unless (i) the gain is effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business or (ii) the holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder will not be considered to be engaged in a trade or business within the United States solely by reason of holding Refinancing Notes as capital investments for U.S. federal income tax purposes.

If the Issuer were determined to be engaged in a trade or business within the United States, then interest paid on the Refinancing Notes to a Non-U.S. Holder could be subject to a 30 per cent. U.S. withholding tax unless an exemption applies. Interest paid on the Refinancing Notes to a Non-U.S. Holder would, however, generally be exempt if, among other things, the beneficial owner of such Notes (a) is not a "10-percent shareholder" (under the Code) in respect of the Issuer, (b) is not a controlled foreign corporation (under the Code) related to the Issuer through equity ownership and (c) satisfies, directly or indirectly, applicable certification or documentary evidence requirements as to its non-U.S. status. As discussed above, the Issuer intends to continue to conduct its affairs in a manner designed to prevent the Issuer from being treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes including by complying with the requirements of the Operating Guidelines and the Transaction Documents designed to prevent the Issuer from being engaged in a trade or business in the United States.

(k) **Information Reporting and Backup Withholding Tax**

Information reporting to the IRS generally will be required with respect to payments on the Notes and proceeds of the sale of the Refinancing Notes to holders other than corporations or other exempt recipients. A "backup" withholding tax will apply to those payments if such holder fails to provide certain identifying information (e.g., such holder's taxpayer identification number) to the Trustee or other paying agent. Non-U.S. Holders generally will be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the IRS. U.S. 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.

(l) **FATCA Tax Reporting and Withholding**

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on U.S.-source payments it receives with respect to Collateral Debt Obligations of, and Eligible Investments in, U.S. obligors unless the Issuer complies with the regulations in Ireland implementing the Ireland IGA. The Ireland IGA requires, among other things, that the Issuer collect and, in certain circumstances, provide to the Irish Revenue Commissioners (which will provide such information to the IRS) substantial information regarding certain direct and indirect holders of the Notes unless the Issuer qualifies as a "Non-Reporting Irish Financial Institution" (as defined in the Ireland IGA) or is otherwise entitled to an exemption under FATCA. The required information will include the name, address, U.S. tax identification number and certain other information with respect to holders and certain direct and indirect owners of the holders.

The Issuer intends to comply with its obligations under the Ireland IGA and FATCA more generally. The Issuer anticipates that withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer is unable to achieve FATCA Compliance, including the Ireland IGA. In some cases, the Issuer's ability to achieve FATCA Compliance could depend on factors outside of the Issuer's control. For example, if an affiliate of the Issuer that is an FFI is not FATCA compliant (i.e., it fails to comply with, and is not exempted from complying with, FATCA), the Issuer itself may be prohibited from complying with FATCA. For this purpose an FFI affiliate generally is an FFI that is deemed to be part of an affiliated group that includes the Issuer (where, in general, such affiliates and the Issuer are deemed related through more than 50 per cent. ownership (by vote and value)). For example, if an FFI owns (for

U.S. federal income tax purposes) more than 50 per cent. of the Issuer's equity and such FFI equity owner is not FATCA compliant, the Issuer may be prevented from complying with FATCA. Furthermore, if any person is deemed (for U.S. federal income tax purposes) to own more than 50 per cent. of the equity of both (i) the Issuer and (ii) another FFI, such other FFI may be treated as an FFI affiliate of the Issuer for this purpose and, thus, if such other FFI is not FATCA compliant, the Issuer may be prevented from complying with FATCA.

Although the Issuer will not prohibit any person from holding more than 50 per cent. of the Issuer's equity, it may force the sale of all or a portion of the equity held by such a person if such holder is an FFI affiliate of the Issuer that is preventing the Issuer from complying with FATCA. For these purposes, the Issuer may sell a Holder's or beneficial owner's interest in a Note in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve FATCA Compliance. Moreover, if a holder fails to provide the Issuer with correct, complete and accurate information that may be required for the Issuer to achieve FATCA Compliance, the Issuer is authorised to withhold amounts otherwise distributable to the holder, to compel the holder to sell its Notes and, if the holder does not sell its Notes within 10 Business Days after notice from the Issuer, to sell the Holder's Notes on behalf of the Holder.

No assurance can be given that the Issuer will be able to take all necessary actions or that actions taken will be successful to minimise the impact of FATCA. The Issuer's ability to avoid adverse consequences under FATCA may not be within the control of the Issuer and, for example, may depend on the actions of the holder (and each foreign withholding agent (if any) in the chain of custody). The rules under FATCA or under the Ireland IGA, may also change in the future. Notwithstanding the foregoing discussion, future guidance under FATCA or Irish regulations implementing the Ireland IGA may subject payments on Classes of Refinancing Notes that are recharacterised as equity for U.S. federal income tax purposes and Refinancing Notes that are materially modified more than six months after the issuance of such future guidance, to a withholding tax of 30 per cent. if each FFI that holds any such Note, or through which any such Note is held, has not entered into an information reporting agreement with the IRS under FATCA or complied with the terms of a relevant intergovernmental agreement.

If the Issuer were to move from Ireland to another jurisdiction, the Issuer would be required to enter into an agreement with the IRS or comply with the terms of that jurisdiction's intergovernmental agreement with the United States relating to FATCA in order to avoid the imposition of FATCA withholding. FATCA may also apply to intermediaries and Holders may be subject to withholding or forced transfers if they do not comply with similar information requests made by an intermediary (or if an intermediary otherwise fails to comply with FATCA).

FATCA, including the provisions of the Ireland IGA and the regulations implementing the Ireland IGA are complex and their application to the Issuer is not entirely certain as the rules and regulations continue to be issued and revised. Each Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its particular circumstance.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR HOLDER. EACH HOLDER IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE REFINANCING NOTES UNDER THE NOTEHOLDER'S OWN CIRCUMSTANCES.

CERTAIN ERISA CONSIDERATIONS

ERISA imposes certain requirements on "**employee benefit plans**" subject thereto including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which include the assets of such plans (collectively, "**ERISA Plans**"), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of prudence, diversification and investments being made in accordance with the documents governing the plan. The prudence of a particular investment must be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment.

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan, as well as assets of those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts and 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 at significant cost to the Issuer.

Governmental plans, certain church plans and certain non-U.S. plans, while not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to substantially similar rules under Federal, state, local or non-U.S. laws or regulations, and may be subject to the prohibited transaction rules of Section 503 of the Code.

Under ERISA and a regulation issued by the United States Department of Labor (29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, the "**Plan Asset Regulation**"), if a Plan invests in an "**equity interest**" of an entity that is neither a "**publicly offered security**" nor a security issued by an investment company registered under the Investment Company Act of 1940, the Plan's assets are deemed to include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established (a) that the entity is an "**operating company,**" as that term is defined in the Plan Asset Regulation, or (b) that less than 25 per cent. of the total value of each class of equity interest in the entity, disregarding the value of any equity interests held by persons (other than Benefit Plan Investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets (such as the Investment Manager), and their respective Affiliates (each a "**Controlling Person**"), is held by Benefit Plan Investors (the "**25 per cent. Limitation**"). A "**Benefit Plan Investor**" means (1) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA, (2) a plan to which Section 4975 of the Code applies, or (3) any entity whose underlying assets include plan assets by reason of such an employee benefit plan's 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 liability under these and other provisions of ERISA and the Code. In addition, various providers of fiduciary or other services to the entity, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Class X Notes, the Class A Notes, Class B Notes, 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 considered "equity interests" for purposes of the Plan Asset Regulation. Accordingly, the Issuer intends to limit investments by Benefit Plan Investors in such Class E Notes, Class F Notes and Subordinated Notes. In reliance on representations made by investors in the Class E Notes, the Class F Notes and the Subordinated Notes, the Issuer intends to limit investment by Benefit Plan Investors in Class E Notes, Class F Notes and Subordinated Notes to less than 25 per cent. of the total value 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, a Class F Notes or a Subordinated Note will be required or deemed to make certain representations regarding its status as a Benefit Plan Investor or Controlling Person and other ERISA matters as described under "*Transfer Restrictions*" below. No Class E Notes, Class F Notes or Subordinated Notes will be sold or transferred to purchasers that have represented that they are Benefit Plan Investors or Controlling Persons to the extent that such sale may result in Benefit Plan Investors owning 25 per cent. or more of the total value of the Class E Notes, the Class F Notes or the Subordinated Notes (determined separately by Class and in accordance with Section 3(42) of ERISA, the Plan Asset Regulation and the Trust Deed). Except as otherwise provided by the Plan Asset Regulation, each Class E Note, Class F Note and Subordinated Note held by persons that have represented that they are Controlling Persons will be disregarded and will not be treated as outstanding for purposes of determining compliance with such 25 per cent. Limitation.

Even if the Class X Notes, the Class A Notes, Class B Notes, Class C Notes and Class D Notes would not be treated as equity interests in the Issuer for purposes of ERISA, it is possible that an investment in such Notes by a Benefit Plan Investor (or with the use of the assets of a Benefit Plan Investor) could be treated as a prohibited transaction under ERISA and/or Section 4975 of the Code. Such a prohibited transaction, however, may be subject to a statutory or administrative exemption. Even if an exemption were to apply, such exemption may not, however, apply to all of the transactions that could be deemed prohibited transactions in connection with an investment in the Notes by a Benefit Plan Investor.

Each of the Issuer, the Initial Purchaser, the Investment Manager, or their respective Affiliates may be the sponsor of, or investment adviser with respect to one, or more Plans. Because such parties may receive certain benefits in connection with the sale of the Notes to such Plans, whether or not the Notes are treated as equity interests in the Issuer, the purchase of such Notes using the assets of a Plan over which any of such parties has investment authority might be deemed to be a violation of the prohibited transaction rules of ERISA and/or Section 4975 of the Code for which no exemption may be available. Accordingly, the Class X Notes, Class A Notes, Class B Notes, Class C Notes and Class D Notes may not be acquired using the assets of any Plan if any of the Issuer, the Initial Purchaser, the Investment Manager or their respective Affiliates has investment authority with respect to such assets (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies or the transaction is not otherwise prohibited).

It should be noted that an insurance company's general account may be deemed to include assets of Plans under certain circumstances, e.g., where a Plan purchases an annuity contract issued by such an insurance company, based on the reasoning of the United States Supreme Court in *John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank, 510 U.S. 86 (1993)*. An insurance company considering the purchase of Notes with assets of its general account should consider such purchase and the insurance company's ability to make the representations described above in light of *John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank*, Section 401(c) of ERISA and a regulation promulgated by the U.S. Department of Labor under that Section of ERISA, 29 C.F.R. Section 2550.401c-1.

Each purchaser and transferee of a Class X Note, Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note will be deemed to have represented, warranted and agreed that (i) either (A) it is not and is not acting on behalf of (and for so long as it holds any such Note or interest

therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any federal, state, local or non-U.S. law or regulation that is 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 Notes or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding or disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a non-exempt violation of any Other Plan Law, and (ii) it will not sell or transfer such Notes (or interests therein) to a transferee acquiring such Notes (or interests therein) unless the transferee makes the foregoing representations, warranties and agreements described in clause (i) hereof.

If you are an acquiror 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 you will be deemed to represent, warrant and agree that (i) you are not, and are not acting on behalf of (and for so long as you hold such Note or interest therein, will not be and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless you receive the written consent of the Issuer, provide an ERISA certificate to a Transfer Agent and the Issuer as to your status as a Benefit Plan Investor or Controlling Person and exchange and hold such Note in the form of a Definitive Certificate; (ii) if you are a governmental, church, non-U.S. or other plan (A) you are not, and for so long as you hold such Notes or interest therein will not be, subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**") and (B) your acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt violation of any Other Plan Law and (iii) you will agree to certain transfer restrictions regarding your interest in such Notes.

If you are a purchaser or transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate, you will be required to (i) represent, warrant and agree in writing to the Issuer (1) whether or not, for so long as you hold such Notes or interest therein, you are, or are acting on behalf of, a Benefit Plan Investor, (2) whether or not, for so long as you hold such Notes or interest therein, you are a Controlling Person and (3) that (a) if you are, or are acting on behalf of, a Benefit Plan Investor, your acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and (b) if you are a governmental, church, non-U.S. or other plan, (x) you are not, and for so long as you hold such Notes (or interests therein) will not be, subject to Similar Law and (y) your acquisition, holding and disposition of such Notes or interests thereof will not constitute or result in a non-exempt violation of any Other Plan Law; (ii) agree to certain transfer restrictions regarding your interest in such Notes and (iii) provide a completed ERISA certificate in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) hereto to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void ab initio and 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.

No transfer of an interest in Class E Notes, Class F Notes or Subordinated Notes will be permitted or recognised if it would cause the 25 per cent. Limitation described above to be exceeded with respect to the Class E Notes, the Class F Notes or the Subordinated Notes (determined separately by Class). There can be no assurance that there will not be circumstances in which transfers of an interest in a Class E Note, a Class F Note or a Subordinated Note will be restricted in order to comply with the aforementioned limitations.

Any Plan fiduciary considering whether to acquire a Note on behalf of a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code should consult with its counsel regarding the potential consequences of such investment, the applicability of the fiduciary responsibility and

prohibited transaction provisions of ERISA and the Code and/or similar provisions of Other Plan Law, and the scope of any available exemption relating to such investment.

The sale of Notes to a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code is in no respect a representation or warranty by the Issuer, or any other person that this investment meets all relevant legal requirements with respect to investments by Plans or such other plans generally or any particular plan, that any prohibited transaction exemption would apply to the acquisition, holding, or disposition of this investment by such plans in general or any particular plan, or that this investment is appropriate for such plans generally or any particular plan.

PLAN OF DISTRIBUTION

Morgan Stanley & Co. International plc (in its capacity as initial purchaser, the "**Initial Purchaser**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for each Class of the Refinancing Notes and to use all reasonable efforts to place the Refinancing Notes with investors pursuant to the Subscription Agreement. The Subscription Agreement entitles the Initial Purchaser to terminate it in certain circumstances prior to payment being made to the Issuer.

The Initial Purchaser may offer the Refinancing Notes at prices as may be privately negotiated at the time of sale, which may vary among different purchasers and may be different from the issue price of the Refinancing Notes.

It is a condition of the issue of the Refinancing Notes of each Class that the Refinancing Notes of each other Class be issued in the following principal amounts: Class X Notes: €3,000,000, Class A Notes: €300,000,000, Class B-1 Notes: €20,000,000, Class B-2 Notes: €27,000,000, Class B-3 Notes: €13,000,000, Class C-1 Notes: €21,000,000, Class C-2 Notes: €15,000,000, Class D Notes: €23,000,000, Class E Notes €27,500,000 and Class F Notes €15,800,00.

The Issuer has agreed to indemnify the Initial Purchaser, the Investment Manager, 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 Initial Purchaser. In addition, the Initial Purchaser may have in the past performed and may in the future perform investment banking services or other services for issuers of the Collateral Debt Obligations. In addition, the Initial Purchaser and its Affiliates may from time to time as a principal or through one or more investment funds that it or they manage, make investments in the equity securities of one or more of the issuers of the Collateral Debt Obligations, with a result that one or more of such issuers may be or may become controlled by the Initial Purchaser or its Affiliates.

No action has been or will be taken by the Issuer or the Initial Purchaser that would permit a public offering of the Refinancing Notes or possession or distribution of this Prospectus or any other offering material in relation to the Refinancing Notes in any jurisdiction where action for the purpose is required, other than application for the approval of this Prospectus to and by the regulated market of the Irish Stock Exchange and the Central Bank. No offers, sales or deliveries of any Notes, or distribution of this Prospectus or any other offering material relating to the Refinancing Notes, may be made in or from any jurisdiction, except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchaser.

United States

The Refinancing 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 Refinancing Notes sold in the initial syndication of this Offering may not be purchased by, and will not be sold to any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Waiver from the Investment Manager. Each holder of a Refinancing Note or a beneficial interest therein acquired in the initial issuance of the Refinancing Notes, by its acquisition of a Refinancing Note or a beneficial interest in a Refinancing Note, will be deemed to represent to the Issuer, the Trustee, the Investment Manager and the Initial Purchaser that (1) it either (a) is not a Risk Retention U.S. Person or (b) has received a U.S. Risk Retention Waiver from the Investment Manager, and (2) it is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules. Any purchase or transfer of the Refinancing

Notes in breach of this requirement will result in the affected Refinancing Notes becoming subject to forced transfer provisions. See "*Risk Factors - General - U.S. Risk Retention*" and "*Risk Factors - Relating to the Notes - Forced Transfer*".

The Issuer has been advised that the Initial Purchaser proposes to resell the Refinancing Notes (a) outside the United States to non-U.S. Persons in offshore transactions in reliance on Regulation S and in accordance with applicable law and (b) in the United States (directly or through its U.S. broker dealer Affiliate) in reliance on Rule 144A only to or for the accounts of QIBs, provided that each of such purchasers or accountholders is also a QP.

The Refinancing 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 Refinancing Notes are released for sale, the offering price and other selling terms may from time to time be varied by the Initial Purchaser.

The Initial Purchaser has acknowledged and agreed that it will not offer, sell or deliver any Regulation S Notes to, or for the account or benefit of, any U.S. Person or U.S. Resident as part of their distribution at any time and that it will send to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Regulation S Notes a confirmation or other notice setting forth the prohibition on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, any U.S. Person or U.S. Resident.

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Refinancing Notes and for the listing of the Refinancing Notes on the regulated market of the Irish Stock Exchange. The Issuer and the Initial Purchaser each reserves 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 Refinancing Notes which may be offered. This Prospectus does not constitute an offer to any person in the United States or to any U.S. Person. Distribution of this Prospectus 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 and the Initial Purchaser, is prohibited.

The Initial Purchaser agrees to comply with the following selling restrictions:

(a) ***European Economic Area***: In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") the Initial Purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Refinancing Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of the Refinancing Notes to the public in that Relevant Member State at any time:

(i) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(iii) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Refinancing Notes shall require the publication by the Issuer or any other entity of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an '**offer of the Refinancing Notes to the public**' in relation to any Refinancing Notes in any Relevant Member State means the

communication in any form and by any means of sufficient information on the terms of the offer and the Refinancing Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Refinancing Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and for the purposes of this provision, the expression "**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (and amendments thereto, including by Directive 2010/73/EU) and includes any relevant implementing measure in each Relevant Member State.

(b) ***Ireland:*** The Initial Purchaser has represented and warranted that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Refinancing Notes in Ireland otherwise than in conformity with:

(i) the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any Central Bank rules issued and/or in force pursuant to Section 1363 of the Companies Act 2014 (as amended);

(ii) the Companies Act 2014 (as amended);

(iii) the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended), including, without limitation, Regulations 7 and 152 thereof and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank and the provisions of the Investor Compensation Act 1998 (as amended);

(iv) the provisions of Regulation (EU) 596/2014, the European Union (Market Abuse) Regulation 2016 of Ireland and any rules and guidance issued in the Central Bank under Section 1370 of the Companies Act 2014; and

(v) the Central Bank Acts 1942 to 2015 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989.

(c) ***Japan***: The Refinancing Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and the Initial Purchaser has represented and agreed that none of the Refinancing Notes nor any interest therein will be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

(d) ***South Korea***: The Refinancing Notes have not been registered with the Financial Services Commission of Korea for a public offering in Korea. The Initial Purchaser has therefore represented and agreed that the Refinancing Notes have not been and will not be offered, sold or delivered directly or indirectly, or offered, sold or delivered to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea, except as otherwise permitted under applicable Korean Laws and regulations, including the Financial Investment Services and Capital Markets Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

(e) ***The Netherlands***: The Initial Purchaser has acknowledged and agreed that the Refinancing Notes may only be offered, sold or delivered in the Netherlands to qualified investors (as defined in the Dutch FSA as amended from time to time) that do not qualify as "public" (within the meaning of Article 4(1) of the CRR and the rules promulgated thereunder, as amended from time to time, together with any successor or replacement provisions included in any European Union regulation or directive).

(f) ***United Kingdom****:* The Initial Purchaser, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, has represented and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (as amended) ("**FSMA**")) received by it in connection with the issue or sale of the Refinancing 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 Refinancing Notes, from or otherwise involving the United Kingdom.

(g) ***United States of America:***

(i) *State of Connecticut*:

The Refinancing Notes have not been registered under the Connecticut Securities Law. The Refinancing Notes are subject to restrictions on transferability and sale.

(ii) *State of Florida*:

The Refinancing Notes offered hereby by the Initial Purchaser will be sold to, and acquired by, the holder in a transaction exempt under Section 517.061 of the Florida Securities Act (the ("FSA")). The Refinancing Notes have not been registered under said act in the state of Florida. In addition, if sales are made to five or more persons in Florida, all Florida purchasers other than exempt institutions specified in Section 517.061(7) of the FSA shall have the privilege of voiding the purchase within three (3) days after the first tender of consideration is made by such purchaser to the Issuer, an agent of the Issuer, or an escrow agent.

(iii) *State of Georgia*:

The Refinancing Notes have been issued or sold by the Initial Purchaser in reliance on paragraph (13) of Code Section 10-5-9 of the Georgia Securities Act of 1973, and may not be sold or transferred except in a transaction which is exempt under such Act or pursuant to an effective registration under such Act.

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

Rule 144A Notes

Each prospective purchaser of Rule 144A Notes, by accepting delivery of this Prospectus, will be deemed to have represented and agreed that such person acknowledges that this Prospectus is personal to it and does not constitute an offer to any person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of this Prospectus, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise it with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Each purchaser of Notes represented by a Rule 144A Global Certificate will be deemed to have represented and agreed, and each purchaser of Notes represented by a Rule 144A Definitive Certificate will be required to represent and agree, as follows:

(1) The purchaser (a) is a QIB, (b) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A, (c) is acquiring such Notes for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion, and, in respect of Rule 144A Notes representing Notes of each Class 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 in the section entitled "*Notice to Investors*" to any subsequent transferees.

(2) The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (a)(i) to a person whom the purchaser reasonably believes is a QIB purchasing for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (ii) to a non-U.S. person in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S and (b) in accordance with all applicable securities laws including the securities laws of any state of the United States. The purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands that before any interest in a Rule 144A Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Notes, the Registrar is required to receive a written certification from the purchaser (in the form provided in the Trust Deed) as to compliance with the transfer restrictions described herein. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (2) shall be null and void *ab initio*.

(3) The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.

(4) In connection with the purchase of the Rule 144A Notes: (a) none of the Issuer, the Initial Purchaser, the Trustee, the Investment Manager or the Collateral Administrator is acting as a fiduciary (other than the Trustee) or financial or investment manager for the purchaser; (b) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, the Initial Purchaser,

the Trustee, the Investment Manager or the Collateral Administrator other than in this Prospectus for such Notes and any representations expressly set forth in a written agreement with such party; (c) none of the Issuer, the Initial Purchaser, the Trustee, the Investment Manager or the Collateral Administrator has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Rule 144A Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Initial Purchaser, the Trustee, the Investment Manager or the Collateral Administrator; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Rule 144A Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (f) 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 respect of Rule 144A Notes representing Notes of each Class 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 April 30, 1996, the purchaser has received the necessary consent from its beneficial owners; (c) is not a pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants, as applicable, may designate the particular investments to be made; and (d) is not a broker dealer that owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of unaffiliated issuers. Further, the purchaser agrees with respect to itself and each such account: (x) that it shall not hold such Rule 144A Notes for the benefit of any other person and shall be the sole beneficial owner thereof for all purposes; (y) that it shall not sell participation interests in the Rule 144A Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Rule 144A Notes; and (z) that the Rule 144A Notes purchased directly or indirectly by it constitute an investment of no more than 40 per cent. of the purchaser's and each such account's assets (except when each beneficial owner of the purchaser and each such account is a QP). The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (5) will be of no force and effect, will be void *ab initio* and the Issuer will have the right to direct the purchaser to transfer its Rule 144A Notes to a Person who meets the foregoing criteria.

(6)

(a) With respect to the purchase, holding and disposition of any Class X Note, Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note (i) either (A) it is not and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any Other Plan Law, and no part of the assets to be used by it to acquire or hold such Notes or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding or disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or, in the case of a

governmental, church, non-U.S. or other plan, a non-exempt violation of any Other Plan Law, and (ii) it will not sell or transfer such Notes (or interests therein) to an acquiror acquiring such Notes (or interests therein) unless the acquiror makes the foregoing representations, warranties and agreements described in clause (i) hereof. Any purported transfer of the 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)

(i) With respect to any Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate: (i) it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein, will not be and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless it receives the written consent of the Issuer, provides an ERISA certificate in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) hereto to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person and exchanges and holds such Note in the form of a Definitive Certificate, (ii) if it is a governmental, church, non-U.S. or other plan, (A) it is not, and for so long as it holds such Notes or interest therein will not be, subject to any Similar Law and (B) its acquisition, holding and disposition of such Notes or interests therein will not constitute or result in a non-exempt violation of any Other Plan Law and (iii) it agrees to certain transfer restrictions regarding its interest in such Class E Note, Class F Note or Subordinated Note.

(ii) With respect to acquiring or holding a Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate (i) (A) whether or not, for so long as it holds such Class E Note, Class F Note or Subordinated Note or interest 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 Note, Class F Note or Subordinated Note 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 Note, Class F Note or Subordinated Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and (2) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Class E Note, Class F Note or Subordinated Note or interest therein will not be, subject to any Similar Law and (y) its acquisition, holding and disposition of such Class E Note, Class F Note or Subordinated Note or interest therein will not constitute or result in a non-exempt violation of any Other Plan Law, (ii) that it will agree to certain transfer restrictions regarding its interest in such Class E Note, Class F Note or Subordinated Note and (iii) that it will provide a completed ERISA certificate in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) hereto to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, the Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void ab initio and the acquiror understands that the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

(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 Notes may not at any time be held by or on behalf of, within the United States,

persons, or outside the United States, U.S. persons that are not QIB/QPs. Before any interest in a Rule 144A Note may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate, the transferor will be required to provide the Issuer and a Transfer Agent with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.

(8) If the purchaser acquires such Rule 144A Notes in the initial issuance of the Refinancing Notes, the purchaser (1) either (a) is not a Risk Retention U.S. Person or (b) has received a U.S. Risk Retention Waiver from the Investment Manager, and (2) is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules.

(9) The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof that would cause the exemption provided for in Section __.20 of the U.S. Risk Retention Rules to not be available with respect to the issuance of the Refinancing Notes.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S OF THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NEITHER U.S. PERSONS NOR U.S. RESIDENTS (AS DETERMINED FOR THE PURPOSES OF THE INVESTMENT COMPANY ACT ("**U.S. RESIDENTS**")) MAY HOLD AN INTEREST IN A REGULATION S NOTE. 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, ANY TRANSFER AGENT 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 REGISTRAR.

EACH HOLDER OF A NOTE OR A BENEFICIAL INTEREST IN A NOTE ACQUIRED IN THE INITIAL ISSUANCE OF THE NOTES, BY ITS ACQUISITION OF A NOTE OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO REPRESENT TO THE ISSUER, THE TRUSTEE, THE TRANSFER AGENT, THE REGISTRAR, THE INVESTMENT MANAGER AND THE INITIAL PURCHASER THAT IT (1) EITHER (A) IS NOT A "U.S. PERSON" AS DEFINED UNDER 17 C.F.R. 246.20 OF THE FEDERAL INTERAGENCY CREDIT RISK RETENTION RULES, CODIFIED AT 17 C.F.R. PART 246 (THE "**U.S. RISK RETENTION RULES**"), OR (B) IT HAS RECEIVED THE WRITTEN CONSENT OF THE INVESTMENT MANAGER TO ACQUIRE SUCH NOTE OR BENEFICIAL INTEREST IN SUCH NOTE AND (2) IS NOT ACQUIRING SUCH NOTE OR BENEFICIAL INTEREST IN SUCH NOTE AS PART OF A PLAN OR SCHEME TO EVADE THE REQUIREMENTS OF SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADDED BY SECTION 941 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT AND SECTION 246.20 OF THE U.S. RISK RETENTION RULES. ANY PURCHASE OR TRANSFER OF THE NOTES IN BREACH OF THIS REQUIREMENT WILL RESULT IN THE AFFECTED NOTES BECOMING SUBJECT TO FORCED TRANSFER PROVISIONS.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE 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 ANY INTEREST HEREIN, IT WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF) AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'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 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 NOTES OR ANY INTEREST THEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING OR DISPOSITION OF SUCH NOTES (OR INTERESTS THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT

SELL OR TRANSFER SUCH NOTES (OR INTERESTS THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTES (OR INTERESTS THEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE 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.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF A RULE 144A GLOBAL CERTIFICATE ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE 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 ANY INTEREST HEREIN, IT WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND EXCHANGES AND HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE 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 FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF 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

SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE, A CLASS F NOTE OR A SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER AND THE TRANSFER AGENTS WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, THE CLASS F NOTES OR THE 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 ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE, A CLASS F NOTE OR A SUBORDINATED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE, AS APPLICABLE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF A RULE 144A DEFINITIVE CERTIFICATE ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER AND THE TRANSFER AGENTS (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 EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (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 FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA 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 NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES THAT IS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE 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 TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF 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 SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE, A CLASS F NOTE OR A SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER AND THE TRANSFER AGENTS WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, THE CLASS F NOTES OR THE 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 ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE, THE CLASS F NOTE OR THE SUBORDINATED NOTE, AS APPLICABLE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

THE FAILURE TO PROVIDE THE ISSUER, THE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS NOTE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE REFINANCING NOTES ONLY*] [EACH HOLDER AND EACH BENEFICIAL OWNER OF A REFINANCING NOTE, BY ACCEPTANCE OF SUCH REFINANCING NOTE, OR ITS INTEREST IN A REFINANCING NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, SUCH REFINANCING NOTE AS DEBT FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES PROVIDED THAT HOLDERS MAY FILE PROTECTIVE

"QUALIFIED ELECTING FUND" ELECTIONS WITH REGARD TO THE CLASS E NOTES AND THE CLASS F NOTES.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE SUBORDINATED NOTES ONLY*] [EACH HOLDER AND EACH BENEFICIAL OWNER OF A SUBORDINATED NOTE REPRESENTED BY THIS CERTIFICATE, BY ACCEPTANCE OF SUCH NOTE, OR ITS INTEREST IN SUCH NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, SUCH NOTE AS EQUITY FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY*] [THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES HAVE BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**"). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT 3RD FLOOR, KILMORE HOUSE, PARK LANE, DUBLIN 1, IRELAND.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X 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 AN IM REMOVAL RESOLUTION OR AN IM REPLACEMENT RESOLUTION.]

(10) 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.

(11) 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.

(12) Without limiting the foregoing, by holding a Note, the purchaser, transferee or beneficial owner will be deemed to acknowledge and agree that, among other things, the Issuer is not registered as an investment company under the Investment Company Act, and that the Issuer is exempt and excluded from registration as such by virtue of Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act; *provided* that, on any date, subject to the satisfaction of the Opt Out Condition or the Regulatory Change Condition (which applies if the Investment Manager has obtained legal advice from U.S. nationally recognised legal counsel knowledgeable in such matters to the effect that the Issuer can no longer rely on Rule 3a-7 under the Investment Company Act for an exclusion from registration as an investment company thereunder due to a change in applicable law or regulation (or the interpretation thereof) or requirements or guidance from the SEC or its staff) on such date, as applicable, the Issuer (or the Investment Manager on its behalf) may elect (by written notice from the Issuer (or the Investment Manager, acting on behalf of the Issuer) to the Collateral Administrator and the Trustee) not to rely on Rule 3a-7 for its exclusion from registration under the Investment Company Act.

(13) Each holder and beneficial owner of a Rule 144A Note, by acceptance of its Rule 144A Note or its interest in a Note, shall be deemed to understand and acknowledge that failure to provide the Issuer, the Trustee or any Paying Agent with the applicable U.S. federal income tax certifications (generally, a U.S. Internal Revenue Service Form W-9 (or successor applicable form) in the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Code or an appropriate U.S. Internal Revenue Service Form W-8 (or successor applicable form) in the case of a person that is not a "United States person" within the

meaning of Section 7701(a)(30) of the Code) may result in U.S. federal back up withholding from payments in respect of such Note.

(14) If the purchaser (1) owns more than 50 per cent. of the Subordinated Notes by value or (2) is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i)(2)), the purchaser represents that it will (A) confirm that any member of such expanded affiliated group (assuming that the Issuer and any Blocker Subsidiary is a "registered deemed-compliant FFI" within the meaning of Treasury regulations section 1.1471-5(f)(1)) that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e)(1), and (B) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e)(1), in each case except to the extent that the Issuer or its agents have provided such purchaser with an express waiver of this requirement.

(15) With respect to the Subordinated Notes, if the purchaser is not a "United States person" (as defined in Section 7701(a)(30) of the Code), such purchaser is not purchasing the Notes in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of U.S. Treasury Regulation Section 1.881-3.

(16) With respect to the Subordinated Notes, if the purchaser is not a "United States person" (as defined in Section 7701(a)(30) of the Code), such purchaser either (x) is not a bank or affiliate thereof (within the meaning of Section 881(c)(3)(A) of the Code), (y) is a person that is eligible for benefits under an income tax treaty with the United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States, or (z) has provided an Internal Revenue Service Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the United States.

(17) The purchaser agrees not to treat any amounts received in respect of such Note as derived in connection with the Issuer's active conduct of a banking, financing, insurance or other similar business for purposes of Section 954(h)(2) of the Code.

(18) The purchaser agrees to provide (or cause to be provided) to the Issuer and Trustee and update (or cause to be updated) Holder FATCA Information. It understands and acknowledges that the Issuer, Trustee or an agent may provide such information and any other information concerning its investment in the Notes to the IRS and any other applicable non-U.S. taxing authority.

(19) The purchaser understands and acknowledges that the Issuer has the right, under the Trust Deed, (1) to compel any beneficial owner of an interest in the Notes that fails to comply with the requirements of clause (18) above (or if the Issuer otherwise determines that such person's direct or indirect acquisition, holding, or transfer of an interest of such Notes would cause the Issuer to be unable to achieve FATCA Compliance), to sell its interest in such Notes, or may sell such interest on behalf of such owner and (2) to make any amendments to the Trust Deed to enable the Issuer to achieve FATCA Compliance or CRS Compliance. For these purposes, the Issuer may sell a beneficial owner's interest in a Note in its entirety, notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve FATCA Compliance. The purchaser acknowledges that any such transfer of Notes may be for less than the fair market value of such Notes.

(20) The purchaser understands and acknowledges that the Issuer has the right, under the Conditions, to withhold up to 30 per cent. on all payments made to any beneficial owner of an interest in the

Notes that fails to comply with the requirements of clause (18) above or otherwise cannot receive payments free of FATCA withholding.

(21) The purchaser of a Refinancing Note, by acceptance of such Refinancing Note, agrees to treat such Refinancing Note as debt for U.S. federal, state and local income and franchise tax purposes unless otherwise required by any relevant taxing authority, provided that this shall not limit a holder of Class E Notes or Class F Notes from making a protective qualified electing fund election. The purchaser of a Subordinated Note, by its acceptance of such Note, agrees to treat such Subordinated Note as equity in the Issuer for U.S. federal, state and local income and franchise tax purposes unless otherwise required by any relevant taxing authority.

(22) The purchaser understands and acknowledges that no purchase or transfer of a Subordinated Note in the form of a Definitive Certificate will be recorded or otherwise recognised unless the purchaser or transferee has provided the Issuer and a Transfer Agent with a certificate in or substantially in the form of that set out in Annex A (*Form of ERISA Certificate*) hereto.

(23) 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.

(24) With respect to the purchase and holding of any Subordinated Note, by its continued holding of an interest in a Subordinated Note that is a Rule 144A Note, each holder shall be deemed to represent that it is, and has been, a QP at all times since it acquired its interest in such Note.

(25) The purchaser acknowledges that the Issuer, the Initial Purchaser, the Trustee, the Investment Manager, the Collateral Administrator and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Regulation S Notes

Each purchaser of Regulation S Notes will be deemed to have made the representations set forth in clauses (3), (4), (6), (10) and (12) through (25) (inclusive) above (except that references to Rule 144A Notes shall be deemed to be references to Regulation S Notes) and to have further represented and agreed as follows:

(1) The purchaser is located outside the United States, is not a U.S. person and is acquiring Regulation S Notes in an offshore transaction (as defined in Regulation S) in reliance on the exemption from registration provided by Regulation S.

(2) The purchaser understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, the Initial Purchaser and any of its Affiliates that, if it decides to resell, pledge or otherwise transfer such Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act and only (i) to a person (A) it reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a nominal amount in respect of Rule 144A Notes representing Notes of each Class of not less than €250,000 for it and each such account, in a transaction that meets the requirements of Rule 144A and takes delivery in the form of a Rule 144A Note and (B) that constitutes a QP; or (ii) to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 (as applicable) under Regulation S; in each case, provided that any such offer, sale or transfer of a Regulation S Note to be delivered in the form of a Rule 144A Note or otherwise to a Risk Retention U.S. Person may only be made after the expiry of the U.S. Risk Retention Restricted Period.

(3) If the purchaser acquires such Regulation S Notes in the initial issuance of the Refinancing Notes, the purchaser (1) either (a) is not a Risk Retention U.S. Person or (b) has received a U.S.

Risk Retention Waiver from the Investment Manager, and (2) is not acquiring such Refinancing Note or a beneficial interest therein as part of a plan or scheme to evade the requirements of section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and section 246.20 of the U.S. Risk Retention Rules.

(4) The purchaser is not purchasing such Regulation S Notes with a view toward the resale, distribution or other disposition thereof that would cause the exemption provided for in Section __.20 of the U.S. Risk Retention Rules to not be available with respect to the issuance of the Refinancing Notes.

(5) The purchaser understands that unless the Issuer determines otherwise in compliance with applicable law, such Notes will bear a legend set forth below.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S OF THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NEITHER U.S. PERSONS NOR U.S. RESIDENTS (AS DETERMINED FOR THE PURPOSES OF THE INVESTMENT COMPANY ACT ("**U.S. RESIDENTS**")) MAY HOLD AN INTEREST IN A REGULATION S NOTE. 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, ANY TRANSFER AGENT 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 REGISTRAR.

EACH HOLDER OF A NOTE OR A BENEFICIAL INTEREST IN A NOTE ACQUIRED IN THE INITIAL ISSUANCE OF THE NOTES, BY ITS ACQUISITION OF A NOTE OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO REPRESENT TO THE ISSUER, THE TRUSTEE, TRANSFER AGENT, REGISTRAR, THE INVESTMENT MANAGER AND THE INITIAL PURCHASER THAT IT (1) EITHER (A) IS NOT A "U.S. PERSON" AS DEFINED UNDER 17 C.F.R. 246.20 OF THE FEDERAL INTERAGENCY CREDIT RISK RETENTION RULES, CODIFIED AT 17 C.F.R. PART 246 (THE "**U.S. RISK RETENTION RULES**"), OR (B) IT HAS RECEIVED THE WRITTEN CONSENT OF THE INVESTMENT MANAGER TO ACQUIRE SUCH NOTE OR BENEFICIAL INTEREST IN SUCH NOTE AND (2) IS NOT ACQUIRING SUCH NOTE OR BENEFICIAL INTEREST IN SUCH NOTE AS PART OF A PLAN OR SCHEME TO EVADE THE REQUIREMENTS OF SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADDED BY SECTION 941 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT AND SECTION 246.20 OF THE U.S. RISK RETENTION RULES. ANY PURCHASE OR TRANSFER OF THE NOTES IN BREACH OF THIS REQUIREMENT WILL RESULT IN THE AFFECTED NOTES BECOMING SUBJECT TO FORCED TRANSFER PROVISIONS. INTERESTS IN THIS NOTE MAY NOT BE EXCHANGED FOR INTERESTS IN A RULE 144A NOTE OR OTHERWISE SOLD OR TRANSFERRED TO A U.S. PERSON (AS DEFINED UNDER THE U.S. RISK RETENTION RULES) AT ANY TIME DURING THE U.S. RISK RETENTION RESTRICTED PERIOD.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE 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 ANY INTEREST HEREIN, IT WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF) AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'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 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 NOTES OR ANY INTEREST THEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING OR 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, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER SUCH NOTES (OR INTERESTS THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTES (OR INTERESTS THEREIN) UNLESS THE ACQUIROR MAKES

THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE 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.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF A REGULATION S GLOBAL CERTIFICATE ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE 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 SUCH NOTE OR INTEREST HEREIN, WILL NOT BE AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND EXCHANGES AND HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE 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 FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") ("**SIMILAR LAW**"), AND (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF 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 SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE, A CLASS F NOTE OR A SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER AND THE TRANSFER AGENTS WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, THE CLASS F NOTES OR THE 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 ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE, AS APPLICABLE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF A REGULATION S DEFINITIVE CERTIFICATE ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER AND A TRANSFER AGENT (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 EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE 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 AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA 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 NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE 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 TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE

BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF 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 SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE, A CLASS F NOTE OR A SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER AND THE TRANSFER AGENTS WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, THE CLASS F NOTES OR THE 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 ("**25 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE, AS APPLICABLE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

THE FAILURE TO PROVIDE THE ISSUER, THE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "**UNITED STATES PERSON**" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "**UNITED STATES PERSON**" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS NOTE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE REFINANCING NOTES ONLY*] [EACH HOLDER AND EACH BENEFICIAL OWNER OF A REFINANCING NOTE, BY ACCEPTANCE OF SUCH REFINANCING NOTE, OR ITS INTEREST IN A REFINANCING NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, SUCH REFINANCING NOTE AS DEBT FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES PROVIDED THAT HOLDERS MAY FILE PROTECTIVE "QUALIFIED ELECTING FUND" ELECTIONS WITH REGARD TO THE CLASS E NOTES AND THE CLASS F NOTES.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE SUBORDINATED NOTES ONLY*] [EACH HOLDER AND EACH BENEFICIAL OWNER OF A SUBORDINATED NOTE REPRESENTED

BY THIS CERTIFICATE, BY ACCEPTANCE OF SUCH NOTE, OR ITS INTEREST IN SUCH NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, SUCH NOTE AS EQUITY FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY*] [THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES HAVE BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**"). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT 3RD FLOOR, KILMORE HOUSE, PARK LANE, DUBLIN 1, IRELAND.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X 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 AN IM REMOVAL RESOLUTION OR AN IM REPLACEMENT RESOLUTION.]

(6) The purchaser is aware that the sale of Regulation S Notes to it is being made in reliance on the exemption from registration provided by Regulation S.

(7) The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. persons.

(8) The purchaser will provide notice to each person to whom it proposes to transfer any interest in the Regulation S Notes of the transfer restrictions and representations set forth herein.

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 (other than, in certain circumstances described herein, the Class E Notes, the Class F Notes and the Subordinated Notes) 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:

ISINs

	Regulation S Notes		**Rule 144 A Notes**	
	ISIN	**Common Code**	**ISIN**	**Common Code**
Class X Notes	XS1605707840	160570784	XS1605708731	160570873
Class A Notes	XS1605707923	160570792	XS1605708905	160570890
Class B-1 Notes	XS1605708061	160570806	XS1605709119	160570911
Class B-2 Notes	XS1605708145	160570814	XS1605709036	160570903
Class B-3 Notes	XS1610984343	161098434	XS1610984426	161098442
Class C-1 Notes	XS1605708228	160570822	XS1605709200	160570920
Class C-2 Notes	XS1610984699	161098469	XS1610984772	161098477
Class D Notes	XS1605708491	160570849	XS1605709465	160570946
Class E Notes	XS1605708574	160570857	XS1605709382	160570938
Class F Notes	XS1605708657	160570865	XS1605709549	160570954
Subordinated Notes	XS1067654217	106765421	XS1067654647	106765464

	Definitive Notes	
	Reg S Identification Number	**Rule 144A Identification Number**
Subordinated Notes	IE00BMJ6MR35	IE00BMJ6MS42

Listing

Application has been made to the Irish Stock Exchange for the Refinancing Notes to be admitted to the Official List and to trading on the Main Securities Market. It is anticipated that listing will take place on or around the Issue Date. There can be no assurance that any such approval will be granted or, if granted that such listing will be maintained. It is expected that the total expenses related to admission to trading will be approximately €10,300. The Subordinated Notes are already admitted to the Official List and trading on the Main Securities Market.

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 Refinancing Notes. The issue of the Refinancing Notes was authorised by resolutions of the board of Directors of the Issuer passed on 23 May 2017.

No Significant or Material Change

There has been no significant change in the financial or trading position or prospects of the Issuer, and there has been no material adverse change in the financial position or prospects of the Issuer, since the date of its last financial statements as at and for the year ending 31 December 2016.

No Litigation

The Issuer is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the previous twelve months which may have, or have in such period had, a significant effect on the financial position or profitability of the Issuer.

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 last financial statements of the Issuer were prepared in respect of the period from 1 January 2016 to 31 December 2016. The annual accounts of the Issuer are audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide written confirmation to the Trustee on an annual basis and otherwise promptly on request that no Event of Default or Potential Event of Default (as defined in the Trust Deed) or other matter which is required to be brought to the Trustee's attention has occurred.

Documents Available

Copies of the following documents may be inspected in electronic format (and, in the case of each of (e) and (g) below, will be available for collection free of charge) at the registered offices of Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution;

(b) the Trust Deed (which includes the form of each Note of each Class);

(c) the Agency Agreement;

(d) the Investment Management Agreement;

(e) each Monthly Report;

(f) the Risk Retention Letter;

(g) each Payment Date Report;

(h) the Issuer's audited financial statements as at and for the years ended 31 December 2015 and 31 December 2016, together with the audit reports thereon;

(i) the Euroclear Security Agreement; and

(j) the Share Charge.

Enforceability of Judgments

The Issuer is a company incorporated under the laws of Ireland. None of the Directors of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

Documents Incorporated by Reference

The audited financial statements of the Issuer for the financial years ending 31 December 2015 and 31 December 2016 were filed with the Central Bank of Ireland and the Irish Stock Exchange and shall be deemed to be incorporated by reference via the websites: http://www.ise.ie/debt_documents/Annual%20Financial%20Statement_5d863619-7806-4b05-be00-7f964fbfbde4.pdf and http://ise.ie/debt_documents/Annual%20Financial%20Statement_399703e4-fd5c-499f-8689-d0ba9a970640.pdf respectively. Other than the websites listed herein under "*Documents incorporated by Reference*", websites referred to in this Prospectus do not form part of this Prospectus.

INDEX OF DEFINED TERMS

ANNEX A

Form of ERISA Certificate

The purpose of this ERISA Certificate (this "**Certificate**") is, among other things, to (i) endeavour to ensure that less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Subordinated Notes] (determined separately by class) issued by Avoca CLO XI Designated Activity Company (the "**Issuer**") is held by (a) an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (b) a plan that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (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 (collectively, "**Benefit Plan Investors**"), (ii) obtain from you certain representations and agreements and (iii) provide you with certain related information with respect to your acquisition, holding or disposition of the [Class E Notes] [Class F Notes] [Subordinated Notes]. By signing this Certificate, you agree to be bound by its terms.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalised terms not defined in this Certificate shall have the meanings ascribed to them in the Trust Deed.

If a box is not checked, you are representing and agreeing that the applicable Section does not, and will not, apply to you.

1. ☐ **Employee Benefit Plans Subject to ERISA or the Code**. We, or the entity on whose behalf we are acting, are an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA or a "plan" within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.

   Examples: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or "IRAs" and "Keogh" plans and (iv) certain tax-qualified educational and savings trusts.

2. ☐ **Entity Holding Plan Assets**. We, or the entity on whose behalf we are acting, are an entity or fund whose underlying assets include "plan assets" by reason of a Benefit Plan Investor's investment in such entity as determined pursuant to 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA (the "**Plan Asset Regulations**").

   Examples: (i) an insurance company separate account, (ii) a bank collective trust fund and (iii) a hedge fund or other private investment vehicle where 25 per cent. or more of the total value of any class of its equity is held by Benefit Plan Investors.

If you check Box 2, please indicate the maximum percentage of the entity or fund that will constitute "plan assets": _____per cent.

AN ENTITY OF FUND THAT CANNOT PROVIDE THE FOREGOING PERCENTAGE HEREBY ACKNOWLEDGES THAT FOR PURPOSES OF DETERMINING WHETHER BENEFIT PLAN INVESTORS OWN LESS THAN 25 PER CENT. OF THE TOTAL VALUE OF THE [CLASS E NOTES][CLASS F NOTES][SUBORDINATED NOTES], 100 PER CENT. OF THE ASSETS OF THE ENTITY OR FUND WILL BE TREATED AS "PLAN ASSETS".

ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any questions regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

3. ☐ **Insurance Company General Account**. We, or the entity on whose behalf we are acting, are an insurance company purchasing the [Class E Notes] [Class F Notes] [Subordinated Notes] with funds from our or their general account (i.e., the insurance company's corporate investment portfolio), whose assets, in whole or in part, constitute "plan assets" under the Plan Asset Regulations or otherwise.

   If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute "plan assets": ____ per cent. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100 PER CENT. IN THE BLANK SPACE.

4. ☐ **Controlling Person**. We are, or we are acting on behalf of any of: (i) the Trustee, (ii) the Investment Manager, (iii) any person that has discretionary authority or control with respect to the assets of the Issuer, (iv) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (v) any "affiliate" of any of the above persons. "**Affiliate**" shall have the meaning set forth in the Plan Asset Regulations. Any of the persons described in the first sentence of this Section 4 is referred to in this Certificate as a "Controlling Person".

   Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Subordinated Notes] (determined separately by class), the [Class E Notes] [Class F Notes] [Subordinated Notes] held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

5. ☐ **None of Sections (1) Through (3) Above Apply**. We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections (1) through (3) above. If, after the date hereof, any of the categories described in Sections (1) through (3) above would apply, we will promptly notify the Issuer and a Transfer Agent of such change.

6. **No Prohibited Transaction**. If we checked any of the boxes in Sections (1) through (3) above, we represent, warrant and agree that our acquisition, holding and disposition of the [Class E Notes] [Class F Notes] [Subordinated Notes] (or an interest therein) do not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

7. **Not Subject to Similar Law and No Violation of Other Plan Law**. If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer or the Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) to laws or regulations that are similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code, and (b) our acquisition, holding and disposition of the [Class E Notes] [Class F Notes] [Subordinated Notes] (or an interest therein) do not and will not constitute or result in a non-exempt violation of any law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

8. **Compelled Disposition**. We acknowledge and agree that:

   (A) if any representation that we made hereunder is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25 per cent. Limitation, the Issuer shall, promptly after such determination (or upon notice from a Transfer Agent if such Transfer Agent makes the determination (who, in each case, agree to notify the Issuer of such determination, if any)), send notice to us demanding that we transfer our interest to a person that is not a Non-Permitted ERISA Holder within 10 days after the date of such notice;

(B) if we fail to transfer our [Class E Notes] [Class F Notes] [Subordinated Notes], the Issuer shall have the right, without further notice to us, to sell our [Class E Notes] [Class F Notes] [Subordinated Notes] or our interest in the [Class E Notes] [Class F Notes] [Subordinated Notes] to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose;

(C) the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the [Class E Notes] [Class F Notes] [Subordinated Notes] and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;

(D) by our acceptance of an interest in the [Class E Notes] [Class F Notes] [Subordinated Notes], we agree to cooperate with the Issuer to effect such transfers;

(E) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and

(F) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to us as a result of any such sale or the exercise of such discretion.

9. **Required Notification and Agreement**. We hereby agree that we (a) will inform the Issuer and a Transfer Agent of any proposed transfer by us of all or a specified portion of the [Class E Notes] [Class F Notes] [Subordinated Notes] and (b) will not initiate any such transfer after we have been informed by the Issuer or a Transfer Agent in writing that such transfer would cause the 25 per cent. Limitation to be exceeded.

10. **Continuing Representation; Reliance**. We acknowledge and agree that the representations, warranties and agreements contained in this Certificate shall be deemed made on each day from the date we make such representations, warranties and agreements through and including the date on which we dispose of our interests in the [Class E Notes] [Class F Notes] [Subordinated Notes]. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer and Transfer Agents to determine that Benefit Plan Investors own or hold less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Subordinated Notes] (determined separately by class) upon any subsequent transfer of the [Class E Notes] [Class F Notes] [Subordinated Notes] in accordance with the Trust Deed.

11. **Further Acknowledgement and Agreement**. We acknowledge and agree that (i) all of the representations, warranties and assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, Morgan Stanley & Co. International plc and the Investment Manager as third party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, Morgan Stanley & Co. International plc, the Investment Manager, affiliates of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above and (iii) any acquisition or transfer of the [Class E Notes] [Class F Notes] [Subordinated Notes] by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.

Future Transfer Requirements.

12. **Transferee Letter and its Delivery.** We acknowledge and agree that if we are signing this Certificate in connection with the acquisition of a Note in the form of a Definitive Certificate, we may not transfer any [Class E Notes] [Class F Notes] [Subordinated Notes] to any person unless the Issuer and a Transfer Agent have received a certificate substantially in the form of this Certificate.

Any attempt to transfer in violation of this section will be null and void from the beginning, and of no legal effect.

Note: Unless you are notified otherwise, the name and address of each Transfer Agent is as follows:

The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building-Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate.

_____ [Insert Purchaser's Name]

By:
Name:
Title:
Dated:
This Certificate relates to EUR_____ of [Class E Notes] [Class F Notes] [Subordinated Notes]

ANNEX B

S&P Recovery Rates

(a)

(i) If a Collateral Debt Obligation has an S&P Recovery Rating, or is pari passu with another obligation of the same Obligor that has an S&P Recovery Rating and is secured by the same collateral as such other obligation, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rating of Collateral Debt Obligation		**Initial Rated Note Rating**					
	Range from published reports	**"AAA"**	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	100	75.0%	85.0%	88.0%	90.0%	92.0%	95.0%
1	90-99	65.0%	75.0%	80.0%	85.0%	90.0%	95.0%
2	80-89	60.0%	70.0%	75.0%	81.0%	86.0%	89.0%
2	70-79	50.0%	60.0%	66.0%	73.0%	79.0%	79.0%
3	60-69	40.0%	50.0%	56.0%	63.0%	67.0%	69.0%
3	50-59	30.0%	40.0%	46.0%	53.0%	59.0%	59.0%
4	40-49	27.0%	35.0%	42.0%	46.0%	48.0%	49.0%
4	30-39	20.0%	26.0%	33.0%	39.0%	39.0%	39.0%
5	20-29	15.0%	20.0%	24.0%	26.0%	28.0%	29.0%
5	10-19	5.0%	10.0%	15.0%	19.0%	19.0%	19.0%
6	0-9	2.0%	4.0%	6.0%	8.0%	9.0%	9.0%

S&P Recovery Rates

* If a recovery range is not available for a given obligation with an S&P Recovery Rating of "2" through "5" (inclusive), the lower recovery range for the applicable S&P Recovery Rating shall apply.

(ii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is an Senior Unsecured Obligation or a Second Lien Loan and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond (a "**Senior Secured Debt Instrument**") that has an S&P Recovery

Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For 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 a Senior Unsecured Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Groups A and B

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
1	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
2	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
3	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

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+	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
1	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
2	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
3	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

(b) If an S&P Recovery Rate cannot be determined using clause (a) above, the S&P Recovery Rate shall be determined as follows:

For Obligors Domiciled in Group A, B or C:

Priority Category	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
	Senior Secured Loans (excluding Cov–Lite Loans)					
Group A	50.0%	55.0%	59.0%	63.0%	75.0%	79.0%
Group B	39.0%	42.0%	46.0%	49.0%	60.0%	63.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Senior Secured Loans that are Cov– Lite Loans and Senior Secured Bonds						
Group A	41.0%	46.0%	49.0%	53.0%	63.0%	67.0%

Group B	32.0%	35.0%	39.0%	41.0%	50.0%	53.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%

Senior Unsecured Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds (if not a Subordinated Obligation)

Group A	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
Group B	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
Group C	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%

Subordinated Obligations

Group A	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group B	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group C	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

S&P Recovery Rate

CDO Evaluator Country Codes, Regions and Recovery Groups

Country Name	Country Code	Region	Recovery Group
Afghanistan	93	5 - Asia: India, Pakistan and Afghanistan	C
Albania	355	16 - Europe: Eastern	C
Algeria	213	11 - Middle East: MENA	C
Andorra	376	102 - Europe: Western	C
Angola	244	13 - Africa: Sub-Saharan	C
Anguilla	1264	2 - Americas: Other Central and Caribbean	C
Antigua	1268	2 - Americas: Other Central and Caribbean	C
Argentina	54	4 - Americas: Mercosur and Southern Cone	C
Armenia	374	14 - Europe: Russia & CIS	C
Aruba	297	2 - Americas: Other Central and Caribbean	C
Ascension	247	12 - Africa: Southern	C
Australia	61	105 - Asia-Pacific: Australia and New Zealand	A
Austria	43	102 - Europe: Western	C

Azerbaijan	994	14 - Europe: Russia & CIS	C
Bahamas	1242	2 - Americas: Other Central and Caribbean	C
Bahrain	973	10 - Middle East: Gulf States	C
Bangladesh	880	6 - Asia: Other South	C
Barbados	246	2 - Americas: Other Central and Caribbean	C
Belarus	375	14 - Europe: Russia & CIS	C
Belgium	32	102 - Europe: Western	A
Belize	501	2 - Americas: Other Central and Caribbean	C
Benin	229	13 - Africa: Sub-Saharan	C
Bermuda	441	2 - Americas: Other Central and Caribbean	C
Bhutan	975	6 - Asia: Other South	C
Bolivia	591	3 - Americas: Andean	C
Bosnia and Herzegovina	387	16 - Europe: Eastern	C
Botswana	267	12 - Africa: Southern	C
Brazil	55	4 - Americas: Mercosur and Southern Cone	B
British Virgin Islands	284	2 - Americas: Other Central and Caribbean	C
Brunei	673	8 - Asia: Southeast, Korea and Japan	C
Bulgaria	359	16 - Europe: Eastern	C
Burkina Faso	226	13 - Africa: Sub-Saharan	C
Burundi	257	13 - Africa: Sub-Saharan	C
Cambodia	855	8 - Asia: Southeast, Korea and Japan	C
Cameroon	237	13 - Africa: Sub-Saharan	C
Canada	2	101 - Americas: U.S. and Canada	A
Cape Verde Islands	238	13 - Africa: Sub-Saharan	C
Cayman Islands	345	2 - Americas: Other Central and Caribbean	C
Central African Republic	236	13 - Africa: Sub-Saharan	C

Chad	235	13 - Africa: Sub-Saharan	C
Chile	56	4 - Americas: Mercosur and Southern Cone	C
China	86	7 - Asia: China, Hong Kong, Taiwan	C
Colombia	57	3 - Americas: Andean	C
Comoros	269	13 - Africa: Sub-Saharan	C
Congo-Brazzaville	242	13 - Africa: Sub-Saharan	C
Congo-Kinshasa	243	13 - Africa: Sub-Saharan	C
Cook Islands	682	105 - Asia-Pacific: Australia and New Zealand	C
Costa Rica	506	2 - Americas: Other Central and Caribbean	C
Cote d'Ivoire	225	13 - Africa: Sub-Saharan	C
Croatia	385	16 - Europe: Eastern	C
Cuba	53	2 - Americas: Other Central and Caribbean	C
Curacao	599	2 - Americas: Other Central and Caribbean	C
Cyprus	357	102 - Europe: Western	C
Czech Republic	420	15 - Europe: Central	C
Denmark	45	102 - Europe: Western	A
Djibouti	253	17 - Africa: Eastern	C
Dominica	767	2 - Americas: Other Central and Caribbean	C
Dominican Republic	809	2 - Americas: Other Central and Caribbean	C
East Timor	670	8 - Asia: Southeast, Korea and Japan	C
Ecuador	593	3 - Americas: Andean	C
Egypt	20	11 - Middle East: MENA	C
El Salvador	503	2 - Americas: Other Central and Caribbean	C
Equatorial Guinea	240	13 - Africa: Sub-Saharan	C
Eritrea	291	17 - Africa: Eastern	C
Estonia	372	15 - Europe: Central	C
Ethiopia	251	17 - Africa: Eastern	C

Fiji	679	9 - Asia-Pacific: Islands	C
Finland	358	102 - Europe: Western	A
France	33	102 - Europe: Western	A
French Guiana	594	2 - Americas: Other Central and Caribbean	C
French Polynesia	689	9 - Asia-Pacific: Islands	C
Gabonese Republic	241	13 - Africa: Sub-Saharan	C
Gambia	220	13 - Africa: Sub-Saharan	C
Georgia	995	14 - Europe: Russia & CIS	C
Germany	49	102 - Europe: Western	A
Ghana	233	13 - Africa: Sub-Saharan	C
Greece	30	102 - Europe: Western	C
Grenada	473	2 - Americas: Other Central and Caribbean	C
Guadeloupe	590	2 - Americas: Other Central and Caribbean	C
Guatemala	502	2 - Americas: Other Central and Caribbean	C
Guinea	224	13 - Africa: Sub-Saharan	C
Guinea-Bissau	245	13 - Africa: Sub-Saharan	C
Guyana	592	2 - Americas: Other Central and Caribbean	C
Haiti	509	2 - Americas: Other Central and Caribbean	C
Honduras	504	2 - Americas: Other Central and Caribbean	C
Hong Kong	852	7 - Asia: China, Hong Kong, Taiwan	A
Hungary	36	15 - Europe: Central	C
Iceland	354	102 - Europe: Western	C
India	91	5 - Asia: India, Pakistan and Afghanistan	C
Indonesia	62	8 - Asia: Southeast, Korea and Japan	C
Iran	98	10 - Middle East: Gulf States	C
Iraq	964	10 - Middle East: Gulf States	C
Ireland	353	102 - Europe: Western	A
Isle of Man	101	102 - Europe: Western	C

Israel	972	11 - Middle East: MENA	A
Italy	39	102 - Europe: Western	B
Jamaica	876	2 - Americas: Other Central and Caribbean	C
Japan	81	8 - Asia: Southeast, Korea and Japan	A
Jordan	962	11 - Middle East: MENA	C
Kazakhstan	8	14 - Europe: Russia & CIS	C
Kenya	254	17 - Africa: Eastern	C
Kiribati	686	9 - Asia-Pacific: Islands	C
Kosovo	383	16 - Europe: Eastern	C
Kuwait	965	10 - Middle East: Gulf States	C
Kyrgyzstan	996	14 - Europe: Russia & CIS	C
Laos	856	8 - Asia: Southeast, Korea and Japan	C
Latvia	371	15 - Europe: Central	C
Lebanon	961	11 - Middle East: MENA	C
Lesotho	266	12 - Africa: Southern	C
Liberia	231	13 - Africa: Sub-Saharan	C
Libya	218	11 - Middle East: MENA	C
Liechtenstein	102	102 - Europe: Western	C
Lithuania	370	15 - Europe: Central	C
Luxembourg	352	102 - Europe: Western	A
Macedonia	389	16 - Europe: Eastern	C
Madagascar	261	13 - Africa: Sub-Saharan	C
Malawi	265	13 - Africa: Sub-Saharan	C
Malaysia	60	8 - Asia: Southeast, Korea and Japan	C
Maldives	960	6 - Asia: Other South	C
Mali	223	13 - Africa: Sub-Saharan	C
Malta	356	102 - Europe: Western	C
Martinique	596	2 - Americas: Other Central and Caribbean	C

Mauritania	222	13 - Africa: Sub-Saharan	C
Mauritius	230	12 - Africa: Southern	C
Mexico	52	1 - Americas: Mexico	B
Micronesia	691	9 - Asia-Pacific: Islands	C
Moldova	373	14 - Europe: Russia & CIS	C
Monaco	377	102 - Europe: Western	C
Mongolia	976	14 - Europe: Russia & CIS	C
Montenegro	382	16 - Europe: Eastern	C
Montserrat	664	2 - Americas: Other Central and Caribbean	C
Morocco	212	11 - Middle East: MENA	C
Mozambique	258	13 - Africa: Sub-Saharan	C
Myanmar	95	8 - Asia: Southeast, Korea and Japan	C
Namibia	264	12 - Africa: Southern	C
Nauru	674	9 - Asia-Pacific: Islands	C
Nepal	977	6 - Asia: Other South	C
Netherlands	31	102 - Europe: Western	A
New Caledonia	687	9 - Asia-Pacific: Islands	C
New Zealand	64	105 - Asia-Pacific: Australia and New Zealand	C
Nicaragua	505	2 - Americas: Other Central and Caribbean	C
Niger	227	13 - Africa: Sub-Saharan	C
Nigeria	234	13 - Africa: Sub-Saharan	C
North Korea	850	8 - Asia: Southeast, Korea and Japan	C
Norway	47	102 - Europe: Western	A
Oman	968	10 - Middle East: Gulf States	C
Pakistan	92	5 - Asia: India, Pakistan and Afghanistan	C
Palau	680	9 - Asia-Pacific: Islands	C
Palestinian Settlements	970	11 - Middle East: MENA	C

Panama	507	2 - Americas: Other Central and Caribbean	C
Papua New Guinea	675	9 - Asia-Pacific: Islands	C
Paraguay	595	4 - Americas: Mercosur and Southern Cone	C
Peru	51	3 - Americas: Andean	C
Philippines	63	8 - Asia: Southeast, Korea and Japan	C
Poland	48	15 - Europe: Central	C
Portugal	351	102 - Europe: Western	A
Qatar	974	10 - Middle East: Gulf States	C
Romania	40	16 - Europe: Eastern	C
Russia	7	14 - Europe: Russia & CIS	C
Rwanda	250	13 - Africa: Sub-Saharan	C
Samoa	685	9 - Asia-Pacific: Islands	C
Sao Tome & Principe	239	13 - Africa: Sub-Saharan	C
Saudi Arabia	966	10 - Middle East: Gulf States	C
Senegal	221	13 - Africa: Sub-Saharan	C
Serbia	381	16 - Europe: Eastern	C
Seychelles	248	12 - Africa: Southern	C
Sierra Leone	232	13 - Africa: Sub-Saharan	C
Singapore	65	8 - Asia: Southeast, Korea and Japan	A
Slovak Republic	421	15 - Europe: Central	C
Slovenia	386	102 - Europe: Western	C
Solomon Islands	677	9 - Asia-Pacific: Islands	C
Somalia	252	17 - Africa: Eastern	C
South Africa	27	12 - Africa: Southern	B
South Korea	82	8 - Asia: Southeast, Korea and Japan	C
Spain	34	102 - Europe: Western	A
Sri Lanka	94	6 - Asia: Other South	C

St. Helena	290	12 - Africa: Southern	C
St. Kitts/Nevis	869	2 - Americas: Other Central and Caribbean	C
St. Lucia	758	2 - Americas: Other Central and Caribbean	C
St. Vincent & Grenadines	784	2 - Americas: Other Central and Caribbean	C
Sudan	249	17 - Africa: Eastern	C
Suriname	597	2 - Americas: Other Central and Caribbean	C
Swaziland	268	12 - Africa: Southern	C
Sweden	46	102 - Europe: Western	A
Switzerland	41	102 - Europe: Western	A
Syrian Arab Republic	963	11 - Middle East: MENA	C
Taiwan	886	7 - Asia: China, Hong Kong, Taiwan	C
Tajikistan	992	14 - Europe: Russia & CIS	C
Tanzania/Zanzibar	255	13 - Africa: Sub-Saharan	C
Thailand	66	8 - Asia: Southeast, Korea and Japan	C
Togo	228	13 - Africa: Sub-Saharan	C
Tonga	676	9 - Asia-Pacific: Islands	C
Trinidad & Tobago	868	2 - Americas: Other Central and Caribbean	C
Tunisia	216	11 - Middle East: MENA	C
Turkey	90	16 - Europe: Eastern	B
Turkmenistan	993	14 - Europe: Russia & CIS	C
Turks & Caicos	649	2 - Americas: Other Central and Caribbean	C
Tuvalu	688	9 - Asia-Pacific: Islands	C
Uganda	256	13 - Africa: Sub-Saharan	C
Ukraine	380	14 - Europe: Russia & CIS	C
United Arab Emirates	971	10 - Middle East: Gulf States	B
United Kingdom	44	102 - Europe: Western	A

Uruguay	598	4 - Americas: Mercosur and Southern Cone	C
USA	1	101 - Americas: U.S. and Canada	A
Uzbekistan	998	14 - Europe: Russia & CIS	C
Vanuatu	678	9 - Asia-Pacific: Islands	C
Venezuela	58	3 - Americas: Andean	C
Vietnam	84	8 - Asia: Southeast, Korea and Japan	C
Western Sahara	1212	11 - Middle East: MENA	C
Yemen	967	10 - Middle East: Gulf States	C
Zambia	260	13 - Africa: Sub-Saharan	C
Zimbabwe	263	13 - Africa: Sub-Saharan	C

For the purposes of the above:

"**S&P Recovery Rating**" means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the "Recovery Rating" assigned by S&P to such Collateral Debt Obligation based upon the tables set forth in this Annex B as may be modified or superseded by S&P.

ANNEX C

S&P Default Rate Table

	Rating									
Tenor	**AAA**	**AA+**	**AA**	**AA-**	**A+**	**A**	**A-**	**BBB+**	**BBB**	**BBB-**
0	0	0	0	0	0	0	0	0	0	0
1	0.003249	0.008324	0.017659	0.049443	0.100435	0.198336	0.305284	0.403669	0.461619	0.524294
2	0.015699	0.036996	0.073622	0.139938	0.257400	0.452472	0.667329	0.892889	1.091719	1.445989
3	0.041484	0.091325	0.172278	0.276841	0.474538	0.770505	1.100045	1.484175	1.895696	2.702054
4	0.084784	0.176281	0.317753	0.464897	0.755269	1.158808	1.613532	2.186032	2.867799	4.229668
5	0.149746	0.296441	0.513749	0.708173	1.102407	1.621846	2.213969	3.000396	3.994693	5.969443
6	0.240402	0.455938	0.763415	1.009969	1.517930	2.162163	2.903924	3.924151	5.258484	7.867654
7	0.360599	0.658408	1.069266	1.372767	2.002861	2.780489	3.682872	4.950544	6.639097	9.877442
8	0.513925	0.906953	1.433135	1.798206	2.557255	3.475934	4.547804	6.070420	8.116014	11.959164
9	0.703660	1.204112	1.856168	2.287090	3.180245	4.246223	5.493831	7.273226	9.669463	14.080160
10	0.932722	1.551859	2.338835	2.839430	3.870134	5.087962	6.514747	8.547804	11.281152	16.214169
11	1.203636	1.951593	2.880967	3.454496	4.624506	5.996889	7.603506	9.882975	12.934676	18.340556
12	1.518511	2.404163	3.481806	4.130896	5.440351	6.968119	8.752625	11.267955	14.615674	20.443492
13	1.879017	2.909885	4.140061	4.866660	6.314188	7.996356	9.954495	12.692626	16.311827	22.511146
14	2.286393	3.468577	4.853976	5.659322	7.242183	9.076083	11.201627	14.147698	18.012750	24.534955
15	2.741441	4.079595	5.621395	6.506018	8.220258	10.201710	12.486816	15.624793	19.709826	26.508977
16	3.244545	4.741882	6.439830	7.403564	9.244188	11.367700	13.803266	17.116461	21.396011	28.429339
17	3.795687	5.454010	7.306523	8.348542	10.309683	12.568668	15.144662	18.616162	23.065636	30.293780
18	4.394473	6.214227	8.218512	9.337373	11.412464	13.799448	16.505206	20.118217	24.714212	32.101269
19	5.040161	7.020506	9.172684	10.366381	12.548315	15.055145	17.879633	21.617740	26.338248	33.851709
20	5.731690	7.870595	10.165829	11.431855	13.713133	16.331168	19.263208	23.110574	27.935091	35.545692
21	6.467720	8.762054	11.194685	12.530097	14.902967	17.623250	20.651699	24.593206	29.502784	37.184306
22	7.246658	9.692304	12.255978	13.657463	16.114039	18.927451	22.041357	26.062700	31.039941	38.768990
23	8.066698	10.658664	13.346459	14.810401	17.342769	20.240163	23.428880	27.516624	32.545643	40.301420
24	8.925853	11.658386	14.462930	15.985473	18.585784	21.558096	24.811375	28.952986	34.019346	41.783417
25	9.821992	12.688687	15.602275	17.179384	19.839925	22.878270	26.186325	30.370173	35.460813	43.216885
26	10.752863	13.746781	16.761474	18.388990	21.102252	24.197998	27.551553	31.766900	36.870044	44.603759
27	11.716131	14.829898	17.937621	19.611314	22.370042	25.514868	28.905184	33.142161	38.247233	45.945970
28	12.709401	15.935312	19.127936	20.843553	23.640779	26.826725	30.245615	34.495190	39.592717	47.245417
29	13.730244	17.060358	20.329775	22.083077	24.912158	28.131652	31.571487	35.825422	40.906950	48.503948
30	14.776220	18.202443	21.540635	23.327436	26.182066	29.427952	32.881653	37.132462	42.190470	49.723352

	Rating								
Tenor	**BB+**	**BB**	**BB-**	**B+**	**B**	**B-**	**CCC+**	**CCC**	**CCC-**
0	0	0	0	0	0	0	0	0	0
1	1.051627	2.109451	2.600238	3.221175	7.848052	10.882127	15.688600	20.494984	25.301275
2	2.499656	4.644348	5.872070	7.597534	14.781994	20.010198	28.039819	34.622676	40.104827
3	4.296729	7.475880	9.536299	12.379110	20.934989	27.616832	37.429809	44.486183	49.823181
4	6.375706	10.488373	13.369967	17.163869	26.396576	33.956728	44.585491	51.602827	56.644894
5	8.664544	13.586821	17.214556	21.748448	31.246336	39.272130	50.135335	56.922985	61.661407
6	11.095356	16.697807	20.966483	26.041061	35.559617	43.770645	54.540771	61.035699	65.491579
7	13.609032	19.767400	24.563596	30.011114	39.406428	47.620000	58.122986	64.312999	68.512300
8	16.156890	22.757944	27.972842	33.660308	42.849805	50.951513	61.102369	66.995611	70.963159
9	18.700581	25.644678	31.180555	37.006268	45.945037	53.866495	63.630626	69.243071	73.001159
10	21.211084	28.412675	34.185384	40.073439	48.739741	56.442784	65.813448	71.163565	74.731801
11	23.667314	31.054264	36.993388	42.888153	51.274446	58.740339	67.725700	72.832114	76.227640
12	26.054666	33.566968	39.614764	45.476090	53.583431	60.805678	69.421440	74.301912	77.539705
13	28.363660	35.951906	42.061729	47.861084	55.695612	62.675243	70.940493	75.611515	78.704697
14	30.588762	38.212600	44.347194	50.064659	57.635391	64.377918	72.312813	76.789485	79.749592
15	32.727407	40.354091	46.483968	52.105958	59.423407	65.936872	73.561381	77.857439	80.694661

	Rating									
Tenor	**AAA**	**AA+**	**AA**	**AA-**	**A+**	**A**	**A-**	**BBB+**	**BBB**	**BBB-**
16	34.779204	42.382307	48.484306	54.001869	61.077177	67.370926	74.704179	78.832075	81.555449	
17	36.745314	44.303617	50.359673	55.767228	62.611640	68.695550	75.755528	79.726540	82.344119	
18	38.627975	46.124519	52.120647	57.415059	64.039598	69.923606	76.727026	80.551376	83.070367	
19	40.430133	47.851440	53.776900	58.956797	65.372082	71.065901	77.628212	81.315171	83.742047	
20	42.155172	49.490597	55.337225	60.402500	66.618643	72.131608	78.467035	82.025027	84.365628	
21	43.806716	51.047918	56.809591	61.761037	67.787598	73.128577	79.250199	82.686894	84.946502	
22	45.388482	52.528995	58.201208	63.040250	68.886224	74.063579	79.983418	83.305814	85.489225	
23	46.904180	53.939064	59.518589	64.247092	69.920916	74.942503	80.671609	83.886103	85.997683	
24	48.357444	55.282998	60.767623	65.387746	70.897320	75.770492	81.319036	84.431487	86.475223	
25	49.751780	56.565320	61.953636	66.467726	71.820441	76.552075	81.929422	84.945209	86.924750	
26	51.090543	57.790210	63.081447	67.491964	72.694731	77.291249	82.506039	85.430110	87.348805	
27	52.376916	58.961526	64.155419	68.464885	73.524165	77.991566	83.051779	85.888693	87.749621	
28	53.613901	60.082826	65.179512	69.390464	74.312302	78.656191	83.569207	86.323175	88.129173	
29	54.804319	61.157385	66.157321	70.272285	75.062339	79.287952	84.060611	86.735528	88.489217	
30	55.950815	62.188218	67.092112	71.113583	75.777155	79.889391	84.528038	87.127511	88.831318	

ANNEX D

Monthly Report

Closing Date 05-June-2014

Monthly Report 28-Apr-2017

Investor Report

Avoca CLO XI Designated Activity Company

Client Services Manager *Tricia Sutton*
Rochestown Business Park
Drinagh
Wexford
Ireland
+353 53 914 9635
tricia.sutton@bnymellon.com

Avoca CLO XI Designated Activity Company 28-Apr-2017

Class	Balance (EUR)	All-In Rate	Spread	Interest (EUR)	S&P Rating		Moody's Rating	
					Original	Current	Original	Current
Class A Senior Secured Floating Rate Notes	275,000,000.00	1.0680%	1.4000%	310,016.67	AAA	AAA	Aaa	Aaa
Class B-1 Senior Secured Fixed Rate Notes	18,000,000.00	3.2350%	3.2350%	61,465.00	AA	AA	Aa2	Aa2
Class B-2 Senior Secured Floating Rate Notes	61,000,000.00	1.6680%	2.0000%	107,400.67	AA	AA	Aa2	Aa2
Class C Mezzanine Floating Rate Notes	24,500,000.00	2.2680%	2.6000%	58,653.00	A	A	A2	A2
Class D Mezzanine Floating Rate Notes	31,500,000.00	3.1680%	3.5000%	105,336.00	BBB	BBB	Baa2	Baa2
Class E Junior Floating Rate Notes	32,500,000.00	4.3680%	4.7000%	149,846.67	BB	BB	Ba2	Ba2
Class F Junior Floating Rate Notes	17,500,000.00	5.5680%	5.9000%	102,853.33	B-	B-	B2	B2
Subordinated Notes	25,250,000.00	0.0000%	0.0000%	Residual	NR	NR	NR	NR
Subordinated Notes.	33,250,000.00	0.0000%	0.0000%	Residual	NR	NR	NR	NR
	518,500,000.00			**895,571.34**				

Euribor Rate	**-0.332%**
Previous Payment Date	**18-Apr-2017**
Next Payment Date	**26-May-2017**

Assets Summary

Senior Secured Loans	402,393,891.05
Senior Unsecured Loans	0.00
Senior Secured Bonds	48,966,318.27
Senior Unsecured Bonds	0.00
Subordinated Obligations	0.00
Collateral Value of Defaulted Obligations	0.00
Total CDO Par Amount	451,360,209.33
Total Cash	49,517,558.93
TOTAL :	500,877,768.25

Test Results Summary

Test Type	Pass	Fail
Bivariate Risk Table	28	0
Collateral Quality Tests	17	1
Coverage Tests	9	0
Portfolio Profile Tests	29	0
Retention Deficiency	1	0
Summary	2	0

Avoca CLO XI Designated Activity Company 28-Apr-2017

Test Description	Formula	Numerator	Denominator	Actual	Headroom	Target	Result
Class A/B Par Value Test	[A] / ([B]+[C]+[D])	500,877,768.25 EUR	354,000,000.00 EUR	141.5%	9.30%	>= 132.2%	PASS
Class C Par Value Test	[A] / ([B]+[C]+[D]+[E])	500,877,768.25 EUR	378,500,000.00 EUR	132.3%	6.70%	>= 125.6%	PASS
Class D Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F])	500,877,768.25 EUR	410,000,000.00 EUR	122.2%	5.20%	>= 117.0%	PASS
Class E Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G])	500,877,768.25 EUR	442,500,000.00 EUR	113.2%	4.20%	>= 109.0%	PASS
Reinvestment Overcollateralisation Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G]+[H])	500,877,768.25 EUR	460,000,000.00 EUR	108.9%	3.70%	>= 105.2%	PASS

Par Value Test Numerator Detail

Aggregate Principal Balance of CDO's (excluding Defaulted Obligations, Deferred Security & Discount Obligations)	451,360,209.33 EUR	
Plus:		
Principal and Unused Proceeds Account	49,517,558.93 EUR	
Defaulted and Deferred Security	0.00 EUR	
Discount Obligation	0.00 EUR	
Less:		
Excess CCC/Caa Adjustment Amount	0.00 EUR	
Adjusted Collateral Principal Amount:	**500,877,768.25 EUR**	**[A]**

Par Value Test Denominator Detail

Tranche	Principal Amount Outstanding	
Class A Senior Secured Floating Rate Notes	275,000,000.00 EUR	**[B]**
Class B-1 Senior Secured Fixed Rate Notes	18,000,000.00 EUR	**[C]**
Class B-2 Senior Secured Floating Rate Notes	61,000,000.00 EUR	**[D]**
Class C Mezzanine Floating Rate Notes	24,500,000.00 EUR	**[E]**
Class D Mezzanine Floating Rate Notes	31,500,000.00 EUR	**[F]**
Class E Junior Floating Rate Notes	32,500,000.00 EUR	**[G]**
Class F Junior Floating Rate Notes	17,500,000.00 EUR	**[H]**
Subordinated Notes	25,250,000.00 EUR	**[J]**
Subordinated Notes.	33,250,000.00 EUR	

Avoca CLO XI Designated Activity Company 28-Apr-2017

Test Description	Formula	Numerator	Denominator	Actual	Headroom	Target	Result
Class A/B Interest Coverage Test	[A]/([B]+[C]+[D])	1,426,124.49	478,882.34 EUR	297.8%	177.80%	>= 120.0%	PASS
Class C Interest Coverage Test	[A]/([B]+[C]+[D]+[E])	1,426,124.49	537,535.34 EUR	265.3%	155.30%	>= 110.0%	PASS
Class D Interest Coverage Test	[A]/([B]+[C]+[D]+[E]+[F])	1,426,124.49	642,871.34 EUR	221.8%	116.80%	>= 105.0%	PASS
Class E Interest Coverage Test	[A]/([B]+[C]+[D]+[E]+[F]+[G])	1,426,124.49	792,718.01 EUR	179.9%	77.90%	>= 102.0%	PASS

Interest Coverage Test Numerator Detail

Interest Accounts Balance	1,283,784.43 EUR	
Miscellaneous Interest Proceeds	0.00 EUR	
Amount payable from First Period Reserve Account or Expense Reserve Account	0.00 EUR	
Subtotal:	**1,283,784.43 EUR**	
Projected:		
Scheduled Interest on Collateral Debt Obligations (excl PIK interest and Defaults)	383,252.80 EUR	
Reinvestment Income from Scheduled Interest Payments	0.00 EUR	
Interest on Account Balances	0.00 EUR	
All amendment and waiver fees, all late payment fees, all syndication fees, delayed compensation and all other fees and commissions due but not yet received (excluding fees specified in vii) and viii) of Interest Coverage Amount definition)	0.00 EUR	
Subtotal:	**381,371.34 EUR**	
Less:		
Interest Priority of Payments paragraphs (A) to (G)	240,912.74 EUR	
Amounts that would be payable to Interest Smoothing Account	0.00 EUR	
Additional interest in respect of a PIK Security that has been deferred	0.00 EUR	
Subtotal:	**240,912.74 EUR**	
Plus:		
Accrued Interest (Liquidity Facility Drawings)	0.00 EUR	
Scheduled Periodic Interest Rate Hedge Counterparty Payments	0.00 EUR	
Scheduled Periodic Asset Swap Counterparty Payments	0.00 EUR	
Defaulted Obligation Excess Amounts	0.00 EUR	
Subtotal:	**0.00 EUR**	
Interest Coverage Numerator:	**1,426,124.49 EUR**	**[A]**

Interest Coverage Test Denominator Detail

Tranche	Interest	
Class A Senior Secured Floating Rate Notes	310,016.67 EUR	**[B]**
Class B-1 Senior Secured Fixed Rate Notes	61,465.00 EUR	**[C]**
Class B-2 Senior Secured Floating Rate Notes	107,400.67 EUR	**[D]**
Class C Mezzanine Floating Rate Notes	58,653.00 EUR	**[E]**
Class D Mezzanine Floating Rate Notes	105,336.00 EUR	**[F]**
Class E Junior Floating Rate Notes	149,846.67 EUR	**[G]**

Avoca CLO XI Designated Activity Company 28-Apr-2017

Test Name	Maximum/Minimum	Actual	Target	Result
Bivariate Risk Table				
Aggregate Third Party Credit Exposure rated Moody Aaa	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AAA	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated Aa1	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AA+	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated Aa2	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AA	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated Aa3	Maximum	0%	<= 15%	PASS
Aggregate Third Party Credit Exposure rated AA-	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated A1	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated A+	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A2/P1	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A2	Maximum	0%	<= 0%	PASS
Aggregate Third Party Credit Exposure rated A	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A-	Maximum	0%	<= 0%	PASS
Individual Third Party Credit Exposure rated Aa1	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA+	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated Aa2	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated Aa3	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA-	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated A1	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated Moody Aaa	Maximum	0%	<= 20%	PASS
Individual Third Party Credit Exposure rated AAA	Maximum	0%	<= 20%	PASS
Individual Third Party Credit Exposure rated A+	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A2/P1	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A2	Maximum	0%	<= 0%	PASS
Individual Third Party Credit Exposure rated A	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A-	Maximum	0%	<= 0%	PASS
Collateral Quality Tests				
Collateral Quality: Diversity Score	Minimum	46	>= 38	PASS
Collateral Quality: Minimum Weighted Average Fixed Coupon Test	Minimum	10.18%	>= 5.50%	PASS
Collateral Quality: Minimum Weighted Average Spread Test	Minimum	4.04%	>= 3.85%	PASS

Avoca CLO XI Designated Activity Company 28-Apr-2017

Test Name	Maximum/Minimum	Actual	Target	Result
Collateral Quality: Moody's Maximum Weighted Average Rating Factor Test	Maximum	2,622	<= 3,151	PASS
Collateral Quality: Moody's Minimum Weighted Average Recovery Rate Test	Minimum	46.9%	>= 39.3%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class A Notes	Minimum	36.2%	>= 35.1%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class B Notes	Minimum	45.7%	>= 44.5%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class C Notes	Minimum	51.8%	>= 50.4%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class D Notes	Minimum	58.2%	>= 56.9%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class E Notes	Minimum	63.1%	>= 61.9%	PASS
Collateral Quality: S&P Min WA Recovery Rate Test - Class F Notes	Minimum	64.8%	>= 63.7%	PASS
Collateral Quality: Weighted Average Life Test	Maximum	5.23	<= 5.21	FAIL
S&P CDO Monitor Test - Class A	Minimum	67.28	>=56.85	PASS
S&P CDO Monitor Test - Class B	Minimum	59.43	>=49.87	PASS
S&P CDO Monitor Test - Class C	Minimum	56.75	>=44.23	PASS
S&P CDO Monitor Test - Class D	Minimum	49.39	>=38.82	PASS
S&P CDO Monitor Test - Class E	Minimum	37.05	>=32.47	PASS
S&P CDO Monitor Test - Class F	Minimum	27.72	>=25.01	PASS
Coverage Tests				
Class A/B Interest Coverage Test	Minimum	297.8%	>= 120.0%	PASS
Class C Interest Coverage Test	Minimum	265.3%	>= 110.0%	PASS
Class D Interest Coverage Test	Minimum	221.8%	>= 105.0%	PASS
Class E Interest Coverage Test	Minimum	179.9%	>= 102.0%	PASS
Class A/B Par Value Test	Minimum	141.5%	>= 132.2%	PASS
Class C Par Value Test	Minimum	132.3%	>= 125.6%	PASS
Class D Par Value Test	Minimum	122.2%	>= 117.0%	PASS
Class E Par Value Test	Minimum	113.2%	>= 109.0%	PASS
Reinvestment Overcollateralisation Test	Minimum	108.9%	>= 105.2%	PASS
Portfolio Profile Tests				
(a) Senior Secured Obligations	Minimum	99.6%	>= 90.0%	PASS
(b) Unsecured Senior Loans, Second Lien, Mezzanine Obligations and High Yield Bonds	Maximum	0.4%	<= 10.0%	PASS
(c)(i) Highest Single Obligor - Senior Secured Obligations	Maximum	2.9%	<= 3.0%	PASS
(c)(ii) Fourth Highest Single Obligor - Senior Secured Loans	Maximum	2.0%	<= 2.5%	PASS
(d) Highest Single Obligor - Unsecured Senior Loans, Second Lien, Mezzanine Obligations and High Yield Bonds	Maximum	0.2%	<= 1.5%	PASS
(e) Highest Single Obligor	Maximum	2.9%	<= 3.0%	PASS
(f) Participations	Maximum	0.0%	<= 5.0%	PASS

Test Name	Maximum/Minimum	Actual	Target	Result
(g) Current Pay Obligations	Maximum	0.0%	<= 2.5%	PASS
(h) Annual Obligations	Maximum	0.0%	<= 5.0%	PASS
(i) Revolving and/or Delayed Drawdown Obligations	Maximum	0.3%	<= 5.0%	PASS
(j) Caa Obligations	Maximum	0.2%	<= 7.5%	PASS
(k) CCC Obligations	Maximum	0.0%	<= 7.5%	PASS
(l) Bridge Loans	Maximum	0.0%	<= 2.5%	PASS
(m)(i) Corporate Rescue Loans	Maximum	0.0%	<= 5.0%	PASS
(m)(ii) Highest Single Obligor - Corporate Rescue Loans	Maximum	0.0%	<= 2.0%	PASS
(n) PIK Securities	Maximum	0.0%	<= 5.0%	PASS
(o) Fixed Rate Collateral Debt Obligations	Maximum	3.5%	<= 10.0%	PASS
(p)(i) Highest Single S&P Industry Classification	Maximum	11.9%	<= 15.0%	PASS
(p)(ii) Second Highest Single S&P Industry Classification	Maximum	10.9%	<= 13.5%	PASS
(p)(iii) Fifth Highest Single S&P Industry Classification	Maximum	6.9%	<= 10.0%	PASS
(q) Domicile of Obligors (Moody's below 'A3')	Maximum	5.1%	<= 10.0%	PASS
(r) Domicile of Obligors (Moody's below 'Baa3')	Maximum	0.5%	<= 5.0%	PASS
(s) Domicile of Obligors (S&P below 'A-')	Maximum	5.1%	<= 10.0%	PASS
(t) S&P Rating Derived from a Moody's Rating	Maximum	0.0%	<= 10.0%	PASS
(u) Moody's Rating Derived from an S&P	Maximum	0.0%	<= 10.0%	PASS
(v) Unhedged Collateral Debt Obligations	Maximum	0.0%	<= 3.0%	PASS
(w) Cov-Lite Loans	Maximum	0.0%	<= 20.0%	PASS
(x) Loans originated by the Investment Manager or an Affiliate of the Investment Manager other than the Issuer	Maximum	2.4%	<= 20.0%	PASS
(y) Non-Euro Obligations	Maximum	1.4%	<= 30.0%	PASS
Retention Deficiency				
Retention Deficiency		25,250,000.00 EUR	25,043,888.41 EUR	PASS
Summary				
Portfolio Assets - Securities Sold Detail	Minimum	0.00%	>= 0.00%	PASS
Portfolio Assets: Discretionary Reason For Sale	Maximum	2.80%	<= 30.00%	PASS

Aggregate Collateral Balance	500,877,768.25 EUR
5% * Aggregate Collateral Balance	25,043,888.41 EUR
Principal Amount Outstanding of the Subordinated Notes held by the Retention Holder	25,250,000.00 EUR
Retention Deficiency	Pass
Investment Gains paid into Interest Account this period	0.00 EUR

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	451,360,209.33 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	17,309,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	434,051,209.33 EUR
Coupon Test Denominator	17,309,000.00 EUR
Spread Test Denominator	434,051,209.33 EUR

Weighted Average Spread	4.03%
Minimum Weighted Average Spread Trigger (From Matrix)	>= 3.85%
Weighted Average Recovery Adjustment	0.00%
Minimum Weighted Average Spread Trigger (Final)	3.85%
Excess Weighted Average Fixed Spread	0.00%
Final Weighted Average Spread	4.04%
Final Weighted Average Spread Result	PASS

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	451,360,209.33 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	17,309,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	434,051,209.33 EUR
Coupon Test Denominator	17,309,000.00 EUR
Spread Test Denominator	434,051,209.33 EUR
Weighted Average Spread (Excluding Floor)	3.5419%

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	451,360,209.33 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	17,309,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	434,051,209.33 EUR
Coupon Test Denominator	17,309,000.00 EUR
Spread Test Denominator	434,051,209.33 EUR

Weighted Average Fixed Rate Coupon	5.67%
Minimum Weighted Average Coupon	>= 5.50%
Excess Weighted Average Floating Spread	4.51%
Post Spread Test Contribution Outcome	10.18%
Final Weighted Average Fixed Rate Coupon Result	PASS

Aggregate Principal Balance (Excluding Defaults)	451,360,209.33 EUR
Moody's Rating Factor Test Numerator (Adjusted)	1,183,719,359,625.58 EUR
Adjusted Weighted Average Moody's Rating Factor	2,622
Rating Factor Test trigger (From Matrix)	2,708
Weighted Average Recovery Adjustment	443
Rating Factor Test trigger (Final)	<= 3,151
Result	PASS

Aggregate Principal Balance (Excluding Defaults)	451,360,209.33 EUR
Moody's Recovery Rate Test Numerator	211,335,135.95 EUR
Weighted Avg Recovery Rate	46.9%
Rating Factor Test trigger (From Matrix)	2,708
Adjusted Weighted Average Rating Factor [B]	2,622
Recovery Rate Test Trigger {Min(0.35, 0.41 - Max(0, (([A] - [B])/50)/100))}	>= 39.3%
Result	PASS

Issuer	Security ID	S&P Rating	Moody's Rating	Is CCC Coverage Test	Principal Balance	Market Price	Calculated Market Value	Excess	CCC Adjustment Amount	Par Amount Consideration
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	B+	Caa1	Yes	1,125,000.00	100.00%	1,125,022.48	0.00	0.00	CCC/Caa
				Total Balance:	**1,125,000.00**		**1,125,022.48**	**0.00**	**0.00**	

Security	Security ID	Principal Balance	Recovery Amount	Par Value Consideration

There are no Discounted Obligations to report on.

Avoca CLO XI Designated Activity Company 28-Apr-2017

Security	Security ID	Default Date	Principal Balance	Market Price	S&P Recovery Rate	Moody's Recovery Rate	Recovery Amount	Par Value Test Determination

There are no Defaulted Obligations to report on.

Security	Security ID	Maturity Date	Collateral Enhancement Obligation	Collateral Enhancement Strike Price	Collateral Enhancement Value	Collateral Enhancement Size	Exchanged Equity Security	Principal Balance (Base)

There are no Collateral Enhanced or Exchanged Equity Securities to report on.

Avoca CLO XI Designated Activity Company 28-Apr-2017

Issuer Name	Asset Swap Transaction	Interest Rate Hedge	Initial Exchange Date	Final Exchange Date	Amount Receivable	Ccy	Amount Payable	Ccy	Principal Balance (EUR)	Principal Balance (CCY)	Hedge Counterparty Rating S&P LT	Hedge Counterparty Rating Moody's LT
JP Morgan												
Argon NPS Limited - Term Loan B Euro/Swap	Yes	No	02-Apr-2015	19-Jan-2022	9,531.79	EUR	8,959.13	GBP	3,875,500.00	2,875,001.00	A+	Aa3
Argon NPS Limited - Term loan Euro Swap	Yes	No	02-Jul-2015	19-Jan-2022	4,031.42	EUR	3,796.16	GBP	1,358,500.00	1,000,000.00	A+	Aa3
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	Yes	No	09-Feb-2017	04-Mar-2024	0.00	EUR	0.00	GBP	1,615,625.00	1,374,897.00	A+	Aa3
								Total Balance:	**6,849,625.00**			

All the Rating Requirements have been met by the Hedge Counterparties

Avoca CLO XI Designated Activity Company 28-Apr-2017

Liquidity Facility Beginning Balances:	
Report Begin Date	05-Apr-2017
Liquidity Facility Available Amount	10,000,000.00 EUR
Liquidity Facility Drawn Amount	0.00 EUR
Liquidity Facility Undrawn Amount	10,000,000.00 EUR
Liquidity Facility Ending Balances:	
Report End Date	28-Apr-2017
Liquidity Facility Available Amount	10,000,000.00 EUR
Liquidity Facility Drawn Amount	0.00 EUR
Liquidity Facility Undrawn Amount	10,000,000.00 EUR

Avoca CLO XI Designated Activity Company 28-Apr-2017

Security	LXID/ISIN	Trade Date	Par Amount (EUR)	Price (%)	Principal (EUR)	Reason for Trade
Paydown						
Altice Financing SA - Refinancing Facility	LX153089	18-Apr-2017	(4,322,805.64)	100.00	4,322,805.64	
Numericable-SFR SA - EUR TLB-10 Refinancing Term Loan	LX155720	28-Apr-2017	(3,617.68)	100.00	3,617.68	
Numericable-SFR SA - EUR TLB-10 Refinancing Term Loan	LX155720	28-Apr-2017	(757.32)	100.00	757.32	
Pertento SARL - Livister Investments SLU - Facility B	LX139895	26-Apr-2017	(625,000.00)	100.00	625,000.00	
Wall Street Systems Delaware Inc - Initial Euro Term Loan	LX154739	28-Apr-2017	(260,133.67)	100.00	260,133.67	
		Paydown Subtotal:	**(5,212,314.31)**		**5,212,314.31**	
Purchases						
Comdata Corporation - First Lien Term Loan B	LX162454	25-Apr-2017	1,875,000.00	92.50	(1,734,375.00)	
Obol France 3 SAS - Facility B	LX161834	12-Apr-2017	1,695,035.69	100.65	(1,706,053.42)	
Solvay Acetow GmbH - First Lien Term Loan	LX162763	24-Apr-2017	1,625,000.00	99.00	(1,608,750.00)	
		Purchases Subtotal:	**5,195,035.69**		**(5,049,178.42)**	
Sales						
Aramark International Finance - 3.125% - 04/2025	XS1586831999	24-Apr-2017	(500,000.00)	103.75	518,750.00	Credit Improved
BISOHO SAS - 5.875% - 05/2023	XS1405782316	26-Apr-2017	(450,000.00)	108.25	487,125.00	Credit Improved
Telenet International Finance Sarl - Term Loan AE	LX156207	11-Apr-2017	(9,500,000.00)	100.00	9,500,000.00	Pending Repayment
Ziggo Secured Finance BV - 4.25% - 01/2027	XS1493836461	24-Apr-2017	(1,000,000.00)	105.50	1,055,000.00	Credit Improved
		Sales Subtotal:	**(11,450,000.00)**		**11,560,875.00**	
		Grand Total:	**(11,467,278.62)**		**11,724,010.88**	

Avoca CLO XI Designated Activity Company 28-Apr-2017

Security	LXID/ISIN	Is Cashless Roll?	Trade Date	Par Amount (EUR)	Principal (EUR)	Total Proceeds
Restructures and Cashless Rolls Out						
Financiere Lilas IV - Retired Facility B2	LX131954	Yes	11-Apr-2017	(3,855,855.86)	(3,855,855.86)	(3,855,855.86)
MacDermid Agricultural Solutions Holdings BV - Retired - Euro Tranche C-3 Term Loan	LX155518	Yes	18-Apr-2017	(5,392,900.01)	(5,392,900.01)	(5,392,900.01)
Springer Science & Business Media Finance BV - Intial Term B8 Loan	LX143524	Yes	07-Apr-2017	(8,771,012.15)	(8,771,012.15)	(8,771,012.15)
				(18,019,768.03)		
Restructures and Cashless Rolls In						
MacDermid Agricultural Solutions Holdings BV - Euro Tranche C-5 Term Loan	LX162203	Yes	18-Apr-2017	5,392,900.01	5,392,900.01	5,392,900.01
Obol France 3 SAS - Facility B	LX161834	Yes	11-Apr-2017	3,855,855.86	3,855,855.86	3,855,855.86
Springer Science & Business Media Deutschland GMBH - Initial B 11 Term Loan	LX161998	Yes	07-Apr-2017	8,771,012.15	8,771,012.15	8,771,012.15
				18,019,768.03		
			Grand Total:	**0.00**		

Securities Sold Detail

Avoca CLO XI Designated Activity Company 28-Apr-2017

Last Month Adjusted Collateral Principal Amount	Result	Requirement	
500,524,227.74 EUR	0.00%	>= 0.00%	PASS

Security	Trade Date	Original Purchase Price	Price	Trade Amount	Reason

Avoca CLO XI Designated Activity Company 28-Apr-2017

Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
General					
AVOCA CLO XI ASSET SWAP	5225659783	0.00	0.00	0.00	0.00
AVOCA CLO XI ASSET SWAP	5225659783	0.00	0.00	0.00	0.00
AVOCA CLO XI ASSET SWAP EUR	5225659783	0.00	0.00	0.00	0.00
AVOCA CLO XI ASSET SWAP EUR	5225659783	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLATERAL E EUR	5225659781	0.00	0.00	0.00	0.00
AVOCA CLO XI CP DOWNGRADE EUR	5225659785	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - CAD	5225641248	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - CHF	5225647568	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - DKK	5225642088	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - EUR	5225649788	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD GBP	5225648268	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD SEK	5225647528	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD USD	5225648408	0.00	0.00	0.00	0.00
AVOCA CLO XI HEDGE TERMIN EUR	5225659782	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC	5225642081	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC	5225642081	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - DKK	5225642081	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - DKK	5225642081	0.00	0.00	0.00	0.00
Avoca CLO XI Limited	5225642080	0.01	0.00	0.01	0.00
Avoca CLO XI Limited	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED - EUR	5225649780	0.01	0.01	0.01	0.01
AVOCA CLO XI LIMITED - CHF	5225647560	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED - DKK	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED - DKK	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED CSH EUR	5225659780	0.00	0.00	0.00	0.00
AVOCA CLO XI LIMITED GBP	5225648260	0.01	0.01	0.01	0.01
AVOCA CLO XI LIMITED USD	5225648400	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC	5225642084	0.00	0.00	0.00	0.00
AVOCA CLO XI PAYMENT ACC	5225642084	0.01	0.00	0.01	0.00
AVOCA CLO XI PAYMENT ACC - CAD	5225641244	0.01	0.00	0.01	0.00
AVOCA CLO XI PAYMENT ACC - CHF	5225647564	0.01	0.00	0.01	0.00
AVOCA CLO XI PAYMENT ACC - DKK	5225642084	0.00	0.00	0.00	0.00
AVOCA CLO XI PAYMENT ACC - DKK	5225642084	0.01	0.00	0.01	0.00

Avoca CLO XI Designated Activity Company 28-Apr-2017

Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
AVOCA CLO XI PAYMENT ACC - EUR	5225649784	0.00	4,999.94	0.00	4,999.94
AVOCA CLO XI PAYMENT ACC GBP	5225648264	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC USD	5225648404	0.00	0.01	0.00	0.01
AVOCA CLO XI PREFUNDED CO EUR	5225659784	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC	5225642082	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC	5225642082	0.00	0.00	0.00	0.00
AVOCA CLO XI UNFUND REVOL - CAD	5225641249	0.00	0.00	0.00	0.00
AVOCA CLO XI UNFUND REVOL - CHF	5225647569	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL - DKK	5225642089	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL - EUR	5225649789	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL GBP	5225648269	0.01	0.01	0.01	0.01
AVOCA CLO XI UNFUND REVOL SEK	5225647529	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL USD	5225648409	0.01	0.01	0.01	0.01
AVOCA CLO XI UNUSED PROCE	5225642083	0.00	0.00	0.00	0.00
AVOCA CLO XI UNUSED PROCE	5225642083	0.01	0.00	0.01	0.00
AVOCA CLO XI UNUSED PROCE - CAD	5225641243	0.01	0.00	0.01	0.00
AVOCA CLO XI UNUSED PROCE - CHF	5225647563	0.01	0.00	0.01	0.00
AVOCA CLO XI UNUSED PROCE - DKK	5225642083	0.00	0.00	0.00	0.00
AVOCA CLO XI UNUSED PROCE - DKK	5225642083	0.01	0.00	0.01	0.00
AVOCA CLO XI UNUSED PROCE - EUR	5225649783	0.00	0.01	0.00	0.01
AVOCA CLO XI UNUSED PROCE GBP	5225648263	0.00	0.01	0.00	0.01
AVOCA CLO XI UNUSED PROCE USD	5225648403	0.00	0.01	0.00	0.01
Interest					
AVOCA CLO XI INTEREST ACC - CAD	5225641241	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - CHF	5225647561	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - EUR	5225649781	4,614,096.60	1,283,784.43	4,614,096.60	1,283,784.43
AVOCA CLO XI INTEREST ACC GBP	5225648261	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC USD	5225648401	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - CAD	5225641247	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - CHF	5225647567	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - DKK	5225642087	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - EUR	5225649787	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO GBP	5225648267	0.00	0.00	0.00	0.00

Account Summary

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Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
AVOCA CLO XI INTEREST SMO USD	5225648407	0.00	0.00	0.00	0.00
Principal					
AVOCA CLO XI COLLECTION A - CAD	5225641245	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - CHF	5225647565	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - DKK	5225642085	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - EUR	5225649785	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A GBP	5225648265	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A USD	5225648405	0.00	0.00	0.00	0.00
AVOCA CLO XI EURO STIF A/C	522564	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST STIF A/C - EUR	522564STIF	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - CAD	5225641242	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - CHF	5225647562	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - DKK	5225642082	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - DKK	5225642082	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - EUR	5225649782	36,296,173.02	49,517,558.91	77,398,053.00	100,688,627.96
AVOCA CLO XI PRINCIPAL AC GBP	5225648262	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC USD	5225648402	0.01	0.01	0.01	0.01
AVOCA CLO XI PRINCIPAL STIF AC - EUR	522564 P STIF	0.01	0.01	0.01	0.01
Reserve					
AVOCA CLO XI EXPENSE RESE - CAD	5225641246	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE - CHF	5225647566	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE - DKK	5225642086	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE - EUR	5225649786	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE GBP	5225648266	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE USD	5225648406	0.00	0.00	0.00	0.00

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
ACR II BV - Facility B	LX144215	Float	Quarterly	100.00	4.25%	1.00%	Senior Secured	EUR	Loan	Netherlands	2,000,000.00
AI Aqua Merger Sub Inc - Tranche B2 Term Loan	LX156494	Float	Quarterly	101.00	3.50%	1.00%	Senior Secured	EUR	Loan	United States	1,995,000.00
AI Garden BV - Mediq BV - Facility B2	LX127506	Float	Quarterly	100.50	4.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	101,944.15
Allnex (Luxembourg) & Cy S.C.A. (f/k/a AI Chem & Cy S.C.A.) - Tranche B-1 Term Loan	LX152755	Float	Quarterly	100.03	3.25%	0.00%	Senior Secured	EUR	Loan	Belgium	5,725,614.04
Alpha BidCo SAS - Dutch Topco - Facility B2	LX160654	Float	Quarterly	100.53	3.50%	0.00%	Senior Secured	EUR	Loan	France	300,125.37
Alpha Bidco SAS - Facility B1	LX159934	Float	Quarterly	100.53	3.50%	0.00%	Senior Secured	EUR	Loan	France	699,874.63
ALTICE FINANCING S.A. - 5.25% - 02/2023	XS1181246775	Fixed	Semi-Annual	106.44	5.25%	0.00%	Senior Secured	EUR	Bond	Portugal	2,500,000.00
Antin Aude Bidco GMBH - First Lien Term B Loan	LX146944	Float	Quarterly	99.65	4.75%	0.00%	Senior Secured	EUR	Loan	Germany	4,375,000.00
Aramark International Finance - 3.125% - 04/2025	XS1586831999	Fixed	Semi-Annual	103.36	3.13%	0.00%	Senior Secured	EUR	Bond	United States	1,000,000.00
Argon NPS Limited - Term Loan B Euro/Swap	LX142996	Float	Quarterly	95.00	4.90%	1.00%	Senior Secured	EUR	Loan	United Kingdom	3,875,500.00
Argon NPS Limited - Term loan Euro Swap	LX142996	Float	Quarterly	95.00	4.90%	1.00%	Senior Secured	EUR	Loan	United Kingdom	1,358,500.00
Armacell Bidco Luxembourg Sarl - Facility B3	LX161096	Float	Quarterly	100.25	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
Auris Luxembourg III SARL - Facility B6	LX160224	Float	Quarterly	101.11	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	957,842.04
Axalta Coating Systems US Holdings Inc - Term B-1 Euro Loan	LX134952	Float	Quarterly	100.71	2.25%	0.75%	Senior Secured	EUR	Loan	United States	3,274,890.49
Axios Bidco Limited - Facility B	LX148737	Float	Quarterly	92.00	4.75%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,000,000.00
Baring Private Equity Asia VI Holding (1) Limited - Stiphout Finance BV - First Lien Initial Euro Term Loan	LX146618	Float	Monthly	100.25	3.00%	1.00%	Senior Secured	EUR	Loan	Netherlands	994,949.61
Big White Acquico Gmbh - Facility B	LX157317	Float	Monthly	100.42	4.25%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
BISOHO SAS - Float - 05/2022	XS1405782662	Float	Quarterly	102.35	6.00%	0.00%	Senior Secured	EUR	Bond	France	2,000,000.00
Catalent Pharma Solutions Inc - 1st Lien EUR Term Loan	LX137091	Float	Monthly	101.00	2.50%	1.00%	Senior Secured	EUR	Loan	United States	7,817,453.49
CeramTec Acquisition Corporation - Initial Euro Term B-1 Loan	LX132691	Float	Quarterly	100.73	3.00%	0.75%	Senior Secured	EUR	Loan	Germany	4,600,645.05
CeramTec GmbH - Euro Term B-2 Loan	LX131516	Float	Quarterly	100.73	3.00%	0.75%	Senior Secured	EUR	Loan	Germany	1,399,354.95
Ceva Sante Animale - Facility B2	LX135736	Float	Quarterly	100.85	3.00%	0.75%	Senior Secured	EUR	Loan	France	10,000,000.00
Chemours Company LLC (The) - Tranche B1 Euro Term Loan	LX161997	Float	Quarterly	100.09	2.25%	0.75%	Senior Secured	EUR	Loan	United States	5,500,000.00
Cidron Gloria Group Services Gmbh - First Lien Initial Term Loan	LX139056	Float	Quarterly	100.21	3.00%	1.00%	Senior Secured	EUR	Loan	Germany	1,500,000.00
Claudius Finance SARL - Facility B5	LX162213	Float	Quarterly	99.92	4.00%	0.00%	Senior Secured	EUR	Loan	France	1,271,982.76
Claudius Finance SARL - Facility B6	LX162214	Float	Quarterly	99.92	3.50%	0.00%	Senior Secured	EUR	Loan	France	353,017.24
Coherent Holding Gmbh - Euro Term Loan	LX153899	Float	Quarterly	100.28	3.50%	0.75%	Senior Secured	EUR	Loan	United States	950,223.88
Colouroz Investment 1 GMBH - New First Lien Initial Term Loan	LX136879	Float	Quarterly	100.41	3.00%	0.75%	Senior Secured	EUR	Loan	Germany	4,316,339.93
Comdata Corporation - First Lien Term Loan B	LX162454	Float	Quarterly	99.00	4.50%	0.00%	Senior Secured	EUR	Loan	Italy	1,875,000.00
Comete Holding - Term B Facility	LX156801	Float	Quarterly	99.75	4.50%	0.00%	Senior Secured	EUR	Loan	France	1,750,000.00
Concardis Gmbh - First Lien Term Loan	LX161040	Float	Quarterly	100.16	3.25%	0.00%	Senior Secured	EUR	Loan	Germany	1,250,000.00
Constantia Flexibles Gmbh - Term B1A Eur	LX143296	Float	Quarterly	100.67	3.00%	1.00%	Senior Secured	EUR	Loan	Austria	1,740,219.00
Constantia Flexibles Gmbh - Term B2A Eur	LX143893	Float	Quarterly	100.67	3.00%	1.00%	Senior Secured	EUR	Loan	Austria	259,780.90
Constantia Flexibles Gmbh - Term B3A Eur	LX143470	Float	Quarterly	100.67	3.00%	1.00%	Senior Secured	EUR	Loan	Austria	141,905.00
Corialis Group Ltd - Facility B1	LX159920	Float	Quarterly	100.33	3.75%	0.00%	Senior Secured	EUR	Loan	Belgium	3,375,000.00
Coty Inc - New Term B-1 Euro Loan	LX155917	Float	Quarterly	100.55	2.75%	0.00%	Senior Secured	EUR	Loan	United States	3,465,000.00
Coty Inc - New Term B-2 Euro Loan	LX156194	Float	Quarterly	100.55	2.75%	0.00%	Senior Secured	EUR	Loan	United States	3,225,625.00
Delachaux S.A. - Railtech International S.A. - Facility B1	LX141055	Float	Quarterly	100.23	4.00%	0.00%	Senior Secured	EUR	Loan	France	1,945,483.24
Diaverum Holding France SAS - Facility C (France)	LX137003	Float	Semi-Annual	100.73	4.00%	0.00%	Senior Secured	EUR	Loan	Sweden	413,719.96

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Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Diaverum Holding S.ar.l. (fka Velox Bidco SARL) - Facility C Lux	LX136031	Float	Semi-Annual	100.73	4.00%	0.00%	Senior Secured	EUR	Loan	Sweden	2,586,280.04
Diebold Inc - Euro Term B Loan	LX151921	Float	Quarterly	100.21	4.25%	0.75%	Senior Secured	EUR	Loan	United States	2,238,750.00
Dorna Sports SL - First Lien Term Loan	LX161739	Float	Quarterly	100.02	3.25%	0.00%	Senior Secured	EUR	Loan	Spain	4,000,000.00
Dry Mix Solutions Investissements SAS - Facility B	LX161205	Float	Quarterly	99.90	3.50%	0.00%	Senior Secured	EUR	Loan	France	2,625,000.00
Eircom Finco S.a.r.l - 2017 Term Loan B	LX161434	Float	Quarterly	100.10	3.25%	0.00%	Senior Secured	EUR	Loan	Ireland	7,250,000.00
Elsan SAS - Facility B2	LX158179	Float	Monthly	100.45	3.75%	0.00%	Senior Secured	EUR	Loan	France	3,125,000.00
Equinix Inc - Term B-2 Loan	LX157816	Float	Quarterly	100.70	3.25%	0.00%	Senior Secured	EUR	Loan	United States	2,500,000.00
EUSKALTEL SA - Term Loan B3	LX148798	Float	Quarterly	100.50	3.75%	0.75%	Senior Secured	EUR	Loan	Spain	1,000,000.00
Evry AS - Facility B4	LX155290	Float	Quarterly	100.25	4.00%	0.00%	Senior Secured	EUR	Loan	Norway	4,000,000.00
Exopack Holdings SA - Euro Term Loan	LX133459	Float	Quarterly	100.63	3.50%	1.00%	Senior Secured	EUR	Loan	Luxembourg	3,902,118.79
Ferro Corporation - Euro Term Loan	LX159762	Float	Quarterly	100.00	2.75%	0.00%	Senior Secured	EUR	Loan	United States	1,000,000.00
Figaro Bidco Limited - Facility B4	LX159294	Float	Monthly	100.72	3.75%	0.00%	Senior Secured	EUR	Loan	United Kingdom	3,213,367.61
Financiere Lully C - Lully Finance Sarl - Retired- Initial Term B-2 Loan (First Lien)	LX157357	Float	Monthly	100.58	3.75%	0.00%	Senior Secured	EUR	Loan	France	1,500,000.00
Financiere Quick SAS - Floating - 04/2019	XS1054086928	Float	Quarterly	99.85	4.75%	0.00%	Senior Secured	EUR	Bond	France	1,415,454.55
Financiere Sun SAS - Term Loan B	LX160115	Float	Quarterly	100.60	4.25%	0.00%	Senior Secured	EUR	Loan	France	1,200,000.00
Financiere Verdi I SAS - New Facility B	LX160780	Float	Quarterly	101.04	3.50%	0.00%	Senior Secured	EUR	Loan	France	1,750,000.00
Flamingo LUX II - Senior Facility B	LX153737	Float	Quarterly	100.55	3.50%	0.00%	Senior Secured	EUR	Loan	France	7,659,311.65
Fusilli Holdco AB - Term Loan B	LX155393	Float	Quarterly	99.44	5.00%	0.00%	Senior Secured	EUR	Loan	Sweden	2,000,000.00
Gamenet Group Spa - 6% - 08/2021	XS1458462428	Fixed	Semi-Annual	104.92	6.00%	0.00%	Senior Secured	EUR	Bond	Italy	527,000.00
Generale De Sante - Facility B1A	LX139313	Float	Quarterly	100.48	3.50%	0.00%	Senior Secured	EUR	Loan	France	7,500,000.00
Global Blue Acquisition BV - Facility D	LX160394	Float	Quarterly	101.28	3.50%	1.00%	Senior Secured	EUR	Loan	Switzerland	2,000,000.00
Greeneden US Holdings II LLC - Additional Tranche B1 Euro Term Loan	LX160020	Float	Quarterly	100.86	4.00%	1.00%	Senior Secured	EUR	Loan	United States	4,364,062.50
Guala Closures SPA - Float - 11/2021	XS1516322465	Float	Quarterly	101.70	4.75%	0.00%	Senior Secured	EUR	Bond	Italy	2,500,000.00
HNVR Holdco Limited - First Lien Term B	LX152965	Float	Quarterly	100.53	6.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,500,000.00
HOMEVI - Float - 11/2021	XS1513079571	Float	Quarterly	101.25	4.25%	0.00%	Senior Secured	EUR	Bond	France	690,000.00
Horizon Holdings II SAS - Facility B3	LX153197	Float	Semi-Annual	100.42	3.75%	0.00%	Senior Secured	EUR	Loan	France	8,999,999.60
Hotelbeds Group - First Lien Term Loan	LX161305	Float	Quarterly	100.53	5.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	750,000.00
HSE 24 Finance & Service Gmbh - Facility C	LX155957	Float	Quarterly	100.25	4.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,125,000.00
HSE 24 Trading GMBH - Facility B3	LX142034	Float	Quarterly	100.25	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	1,500,000.00
IGLO FOODS BONDCO PLC - Euribor + 4.50% - 06/2020	XS1084586822	Float	Quarterly	99.88	4.50%	0.00%	Senior Secured	EUR	Bond	United Kingdom	3,500,000.00
Ineos Finance PLC - New 2022 Euro Term Loan	LX160309	Float	Quarterly	100.49	2.50%	0.75%	Senior Secured	EUR	Loan	Switzerland	14,626,771.03
Ineos Styrolution Group GmbH - 2024 Euro Tranche 1 Term Loan	LX161339	Float	Quarterly	100.77	2.50%	0.75%	Senior Secured	EUR	Loan	Germany	997,500.00
Infinitas Learning Holding BV - Infinitas Learning Netherlands BV - Facility B2	LX155805	Float	Quarterly	99.96	4.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,750,000.00
Infor (US) Inc - Euro Tranche B-1 Term Loan	LX159914	Float	Quarterly	100.43	2.75%	1.00%	Senior Secured	EUR	Loan	United States	3,750,000.00
Informatica Corporation - Euro Term Loan	LX144873	Float	Quarterly	100.05	3.50%	1.00%	Senior Secured	EUR	Loan	United States	4,371,012.58
INO Holdco Sarl - Facility B2	LX161579	Float	Quarterly	99.42	4.00%	0.00%	Senior Secured	EUR	Loan	Luxembourg	1,375,000.00
Intervias Finco Ltd - Term Facility C2	LX155859	Float	Quarterly	100.19	5.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	3,000,000.00
Ion Trading Finance Limited - Tranche B-1 Euro Loan	LX147780	Float	Quarterly	100.72	3.00%	1.00%	Senior Secured	EUR	Loan	Ireland	4,984,981.31
Jacobs Douwe Egberts Holdings BV - Term B-3 EUR	LX138200	Float	Quarterly	100.41	2.25%	0.75%	Senior Secured	EUR	Loan	Netherlands	2,104,907.45

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Keter Group BV - Facility B1	LX155222	Float	Quarterly	100.08	4.25%	1.00%	Senior Secured	EUR	Loan	United States	2,375,000.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B15	LX159199	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	1,385,352.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B16	LX160534	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	844,156.60
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B17	LX160535	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	2,117,085.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B18	LX160536	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	1,139,862.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B19	LX160537	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	253,302.70
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B20	LX160538	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	1,102,258.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B21	LX160539	Float	Quarterly	100.55	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	907,982.00
LSF10 XL BIdco SCA - Facility B	LX159274	Float	Quarterly	100.10	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	5,375,000.00
MacDermid Agricultural Solutions Holdings BV - Euro Tranche C-5 Term Loan	LX162203	Float	Quarterly	100.19	2.75%	0.75%	Senior Secured	EUR	Loan	United States	5,392,900.01
Macdermid Funding LLC - Euro Tranche C-4 Term Loan	LX157015	Float	Monthly	100.27	3.25%	1.00%	Senior Secured	EUR	Loan	United States	3,721,250.00
Marcolin SPA - Float - 02/2023	XS1562036704	Float	Quarterly	101.76	4.13%	0.00%	Senior Secured	EUR	Bond	Italy	770,000.00
MATTERHORN TELECOM SA - FIXED 3.875% - 05/2022	XS1219465728	Fixed	Semi-Annual	102.55	3.88%	0.00%	Senior Secured	EUR	Bond	Switzerland	2,000,000.00
MATTERHORN TELECOM SA - Float - 02/2023	XS1580388384	Float	Quarterly	99.64	3.25%	0.00%	Senior Secured	EUR	Bond	Switzerland	2,240,000.00
Maxeda DIY BV - Facility E1	LX147068	Float	Monthly	98.19	6.00%	1.00%	Senior Secured	EUR	Loan	Netherlands	1,349,813.70
Maxeda DIY BV - Facility E2	LX147069	Float	Monthly	98.19	6.00%	1.00%	Senior Secured	EUR	Loan	Netherlands	2,368,023.29
Mediq B.V - 2016 New Facility B1	LX156994	Float	Quarterly	100.50	4.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	642,123.99
Memora Servicios Funeraios, SLU - Term Loan B	LX137058	Float	Quarterly	100.13	4.00%	0.00%	Senior Secured	EUR	Loan	Spain	4,466,162.16
MX Mercury Beteiligungen Gmbh - MINIMAX VIKING GMBH - Facility B2B	LX157680	Float	Monthly	100.77	3.00%	0.00%	Senior Secured	EUR	Loan	Germany	3,900,995.03
NEP Europe Finco BV - First Lien Term Loan	LX157878	Float	Quarterly	101.25	3.50%	1.00%	Senior Secured	EUR	Loan	Netherlands	3,117,187.50
New Look Secured Issuer - Float - 07/2022	XS1248517341	Float	Quarterly	87.41	4.50%	0.00%	Senior Secured	EUR	Bond	United Kingdom	1,250,000.00
NewCo Sab Bidco - Facility B	LX161320	Float	Quarterly	99.64	3.00%	0.00%	Senior Secured	EUR	Loan	France	5,250,000.00
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	Fixed	Semi-Annual	100.00	5.38%	0.00%	Senior Secured	EUR	Bond	France	1,125,000.00
Numericable-SFR SA - EUR TLB-10 Refinancing Term Loan	LX155720	Float	Quarterly	100.29	3.00%	0.75%	Senior Secured	EUR	Loan	France	1,741,250.00
Numericable-SFR SA - First Lien EUR B11 Term Loan	LX162008	Float	Quarterly	99.85	3.25%	0.00%	Senior Secured	EUR	Loan	France	8,250,000.00
Oberthur Technologies SA - Facility B1 - Euro	LX157594	Float	Quarterly	100.01	3.75%	0.00%	Senior Secured	EUR	Loan	France	1,250,000.00
Obol France 3 SAS - Facility B	LX161834	Float	Monthly	100.53	3.75%	0.00%	Senior Secured	EUR	Loan	France	8,300,891.55
Onex Eagle Acquisition Company Limited - Facility B Tranche 2 Loan	LX143312	Float	Quarterly	98.00	4.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,750,000.00
Orion Engineered Carbons GmbH - Initial Euro Term Loan	LX139695	Float	Quarterly	100.20	3.00%	0.75%	Senior Secured	EUR	Loan	Germany	3,040,815.00
Peer Holdings BV - Facility B	LX150838	Float	Quarterly	100.50	4.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	5,509,615.38
PICARD GROUPE SA - Eur+4.25% - 08/2019	XS0956139264	Float	Quarterly	100.86	4.25%	0.00%	Senior Secured	EUR	Bond	France	4,695,863.73
PORTAVENTURA ENT BARC - 7.250% - 12/2020	XS0982712365	Fixed	Semi-Annual	103.32	7.25%	0.00%	Senior Secured	EUR	Bond	Spain	2,000,000.00
PQ Corporation - First Amendment Tranche B-2 Term Loan	LX156639	Float	Quarterly	100.65	4.00%	1.00%	Senior Secured	EUR	Loan	United States	1,985,025.00
PROGROUP AG - Float - 05/2022	DE000A161GE9	Float	Quarterly	100.00	4.50%	0.00%	Senior Secured	EUR	Bond	Germany	500,000.00
Promontoria Mcs SAS - Float - 09/2021	XS1496169001	Float	Quarterly	102.66	5.75%	0.00%	Senior Secured	EUR	Bond	France	486,000.00
Quintiles IMS Incorporated - TERM B-1 EUR	LX160895	Float	Quarterly	100.57	2.00%	0.75%	Senior Secured	EUR	Loan	United States	5,603,729.47
R&R Ice Cream PLC - Facility B1	LX154933	Float	Monthly	100.56	3.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,375,000.00
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	LX159835	Float	Quarterly	101.11	3.55%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,615,625.00
Sam Bidco - Facility B3A	LX139399	Float	Quarterly	100.66	3.50%	0.00%	Senior Secured	EUR	Loan	France	5,546,644.96
Sam Bidco - Facility B3B	LX142742	Float	Quarterly	100.66	3.50%	0.00%	Senior Secured	EUR	Loan	France	1,527,127.71

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Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Scandlines ApS - Facility A	LX133147	Float	Quarterly	99.83	3.75%	0.00%	Senior Secured	EUR	Loan	Denmark	2,137,735.85
Scandlines ApS - Facility B	LX133148	Float	Monthly	100.99	4.25%	0.00%	Senior Secured	EUR	Loan	Denmark	1,605,192.63
SELECTA GROUP BV - 6.500% - 06/2020	XS1078234330	Fixed	Semi-Annual	99.87	6.50%	0.00%	Senior Secured	EUR	Bond	Switzerland	770,000.00
SIG Combibloc PurchaseCo Sarl - Initial Euro Term Loan	LX143111	Float	Quarterly	100.78	3.75%	0.00%	Senior Secured	EUR	Loan	Switzerland	10,290,000.00
Signode Industrial Group Lux SA - Initial Euro Term B-2	LX158054	Float	Quarterly	100.54	3.00%	1.00%	Senior Secured	EUR	Loan	United States	7,293,749.99
Silenus Holding I Limited - Term Loan B2	LX154417	Float	Quarterly	100.23	5.25%	0.00%	Senior Secured	EUR	Loan	Germany	428,571.43
SNAI S.P.A. - 6.375% - 11/2021	XS1513691979	Fixed	Semi-Annual	106.36	6.38%	0.00%	Senior Secured	EUR	Bond	Italy	430,000.00
SNAI S.P.A. - Float + 6.00% - 11/2021	XS1513692357	Float	Quarterly	103.43	6.00%	0.00%	Senior Secured	EUR	Bond	Italy	1,130,000.00
Solenis International LP - Initial Euro Term Loan	LX138124	Float	Quarterly	101.25	3.50%	1.00%	Senior Secured	EUR	Loan	United States	4,882,330.81
Solera LLC - Euro Term Loan	LX151195	Float	Quarterly	101.06	3.00%	0.75%	Senior Secured	EUR	Loan	United States	9,157,500.00
Solvay Acetow GmbH - First Lien Term Loan	LX162763	Float	Quarterly	99.88	4.75%	1.00%	Senior Secured	EUR	Loan	Germany	1,625,000.00
Spectrum Brands Inc - Initial Euro Term Loan	LX144957	Float	Quarterly	100.66	2.75%	0.75%	Senior Secured	EUR	Loan	United States	728,105.75
Springer Science & Business Media Deutschland GMBH - Initial B 11 Term Loan	LX161998	Float	Quarterly	99.91	3.25%	0.50%	Senior Secured	EUR	Loan	Germany	8,771,012.15
Swissport International SA - Euro Term Loan	LX149082	Float	Quarterly	101.28	5.25%	1.00%	Senior Secured	EUR	Loan	Switzerland	3,000,000.00
SYNLAB BONDCO - 6.25% - 07/2022	XS1117292984	Fixed	Semi-Annual	108.22	6.25%	0.00%	Senior Secured	EUR	Bond	France	1,430,000.00
Synlab Bondco Plc - Float 3.5% - 07/2022	XS1516322200	Float	Quarterly	101.37	3.50%	0.00%	Senior Secured	EUR	Bond	France	6,480,000.00
Technicolor S.A. - Term Loan	LX157075	Float	Quarterly	100.54	3.50%	0.00%	Senior Secured	EUR	Loan	France	1,875,000.00
THREEAB OPITIQUE DV - 5.625% - 04/2019	XS1028956909	Fixed	Semi-Annual	101.03	5.63%	0.00%	Senior Secured	EUR	Bond	France	4,185,000.00
TMF Group Holding BV - Facility B	LX162575	Float	Quarterly	100.55	3.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,625,000.00
Triangle FM Services Holding Gmbh - Term Loan B1	LX154393	Float	Quarterly	100.23	5.25%	0.00%	Senior Secured	EUR	Loan	Germany	1,071,428.57
Trionista Holdco GMBH - VES HOLDING APS - Facility B1E3	LX144054	Float	Quarterly	100.07	3.00%	0.00%	Senior Secured	EUR	Loan	Germany	18,656.30
Unilabs Diagnostics AB - New Euro Term Loan B2	LX161584	Float	Quarterly	99.21	3.00%	0.00%	Senior Secured	EUR	Loan	Switzerland	5,250,000.00
Unit 4 Sweden Holding AB - Facility B1 (EUR)	LX141580	Float	Monthly	99.67	4.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	4,500,000.00
Univar USA Inc - Initial Euro Term Loan	LX145475	Float	Quarterly	100.88	3.25%	1.00%	Senior Secured	EUR	Loan	United States	739,125.00
Valeo F1 Company Limited - Facility B	LX144621	Float	Quarterly	100.32	4.25%	0.00%	Senior Secured	EUR	Loan	Ireland	2,000,000.00
Verisure Holding AB - Facility B1C	LX157494	Float	Semi-Annual	100.47	3.25%	0.50%	Senior Secured	EUR	Loan	Sweden	10,000,000.00
Veritas US Inc - Initial Euro Term B-1 Loan	LX151041	Float	Quarterly	100.08	5.63%	1.00%	Senior Secured	EUR	Loan	United States	730,044.02
Veritas US Inc\Bermuda L - 7.5% - 02/2023	XS1357678322	Fixed	Semi-Annual	106.67	7.50%	0.00%	Senior Secured	EUR	Bond	United States	1,342,000.00
VWR Funding Inc - Tranche B-2 Term Loan	LX157040	Float	Quarterly	100.58	3.00%	0.00%	Senior Secured	EUR	Loan	United States	3,258,989.63
Wall Street Systems Delaware Inc - Initial Euro Term Loan	LX154739	Float	Quarterly	100.42	3.25%	1.00%	Senior Secured	EUR	Loan	United States	4,568,140.40
Wind Acquisition Fin SA - Float 4.125%- 07/2020	XS1204622960	Float	Quarterly	100.12	4.13%	0.00%	Senior Secured	EUR	Bond	Italy	2,000,000.00
Wind Acquisition Holdings Finance SA - Floating - 07/2020	XS1082635712	Float	Quarterly	100.14	4.00%	0.00%	Senior Secured	EUR	Bond	Italy	2,000,000.00
Wind Telecommunicazioni S.P.A - B1 Term Loan Facility	LX143627	Float	Semi-Annual	100.11	4.25%	0.00%	Senior Secured	EUR	Loan	Italy	575,077.20
WowMidco SAS - Facillity B2	LX159174	Float	Semi-Annual	100.63	4.25%	0.00%	Senior Secured	EUR	Loan	France	5,000,000.00
Ziggo Secured Finance Partnership - Term Loan F	LX159376	Float	Quarterly	100.05	3.00%	0.00%	Senior Secured	EUR	Loan	Netherlands	9,000,000.00
										Total Balance:	**451,360,209.33**

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
ACR II BV - Facility B	LX144215	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
AI Aqua Merger Sub Inc - Tranche B2 Term Loan	LX156494	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,995,000.00
AI Garden BV - Mediq BV - Facility B2	LX127506	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	101,944.15
Allnex (Luxembourg) & Cy S.C.A. (f/k/a AI Chem & Cy S.C.A.) - Tranche B-1 Term Loan	LX152755	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,725,614.04
Alpha BidCo SAS - Dutch Topco - Facility B2	LX160654	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300,125.37
Alpha Bidco SAS - Facility B1	LX159934	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	699,874.63
ALTICE FINANCING S.A. - 5.25% - 02/2023	XS1181246775	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Antin Aude Bidco GMBH - First Lien Term B Loan	LX146944	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,375,000.00
Aramark International Finance - 3.125% - 04/2025	XS1586831999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Argon NPS Limited - Term Loan B Euro/Swap	LX142996	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,875,500.00
Argon NPS Limited - Term loan Euro Swap	LX142996	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,358,500.00
Armacell Bidco Luxembourg Sarl - Facility B3	LX161096	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Auris Luxembourg III SARL - Facility B6	LX160224	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	957,842.04
Axalta Coating Systems US Holdings Inc - Term B-1 Euro Loan	LX134952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,274,890.49
Axios Bidco Limited - Facility B	LX148737	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Baring Private Equity Asia VI Holding (1) Limited - Stiphout Finance BV - First Lien Initial Euro Term Loan	LX146618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	994,949.61
Big White Acquico Gmbh - Facility B	LX157317	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
BISOHO SAS - Float - 05/2022	XS1405782662	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Catalent Pharma Solutions Inc - 1st Lien EUR Term Loan	LX137091	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,817,453.49
CeramTec Acquisition Corporation - Initial Euro Term B-1 Loan	LX132691	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,600,645.05
CeramTec GmbH - Euro Term B-2 Loan	LX131516	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,399,354.95
Ceva Sante Animale - Facility B2	LX135736	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000,000.00
Chemours Company LLC (The) - Tranche B1 Euro Term Loan	LX161997	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,500,000.00
Cidron Gloria Group Services Gmbh - First Lien Initial Term Loan	LX139056	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Claudius Finance SARL - Facility B5	LX162213	-	-	-	-	-	-	-	-	-	-	Yes	-	-	-	-	1,271,982.76
Claudius Finance SARL - Facility B6	LX162214	-	-	-	-	-	-	-	-	-	-	Yes	-	-	-	-	353,017.24
Coherent Holding Gmbh - Euro Term Loan	LX153899	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	950,223.88
Colouroz Investment 1 GMBH - New First Lien Initial Term Loan	LX136879	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,316,339.93
Comdata Corporation - First Lien Term Loan B	LX162454	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,875,000.00
Comete Holding - Term B Facility	LX156801	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,750,000.00
Concardis Gmbh - First Lien Term Loan	LX161040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Constantia Flexibles Gmbh - Term B1A Eur	LX143296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,740,219.00
Constantia Flexibles Gmbh - Term B2A Eur	LX143893	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	259,780.90
Constantia Flexibles Gmbh - Term B3A Eur	LX143470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	141,905.00

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Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Corialis Group Ltd - Facility B1	LX159920	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,375,000.00
Coty Inc - New Term B-1 Euro Loan	LX155917	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,465,000.00
Coty Inc - New Term B-2 Euro Loan	LX156194	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,225,625.00
Delachaux S.A. - Railtech International S.A. - Facility B1	LX141055	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,945,483.24
Diaverum Holding France SAS - Facility C (France)	LX137003	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	413,719.96
Diaverum Holding S.ar.l. (fka Velox Bidco SARL) - Facility C Lux	LX136031	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,586,280.04
Diebold Inc - Euro Term B Loan	LX151921	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,238,750.00
Dorna Sports SL - First Lien Term Loan	LX161739	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Dry Mix Solutions Investissements SAS - Facility B	LX161205	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,625,000.00
Eircom Finco S.a.r.l - 2017 Term Loan B	LX161434	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,250,000.00
Elsan SAS - Facility B2	LX158179	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,125,000.00
Equinix Inc - Term B-2 Loan	LX157816	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
EUSKALTEL SA - Term Loan B3	LX148798	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Evry AS - Facility B4	LX155290	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Exopack Holdings SA - Euro Term Loan	LX133459	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,902,118.79
Ferro Corporation - Euro Term Loan	LX159762	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Figaro Bidco Limited - Facility B4	LX159294	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,213,367.61
Financiere Lully C - Lully Finance Sarl - Retired-Initial Term B-2 Loan (First Lien)	LX157357	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Financiere Quick SAS - Floating - 04/2019	XS1054086928	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,415,454.55
Financiere Sun SAS - Term Loan B	LX160115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200,000.00
Financiere Verdi I SAS - New Facility B	LX160780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,750,000.00
Flamingo LUX II - Senior Facility B	LX153737	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,659,311.65
Fusilli Holdco AB - Term Loan B	LX155393	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Gamenet Group Spa - 6% - 08/2021	XS1458462428	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	527,000.00
Generale De Sante - Facility B1A	LX139313	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500,000.00
Global Blue Acquisition BV - Facility D	LX160394	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Greeneden US Holdings II LLC - Additional Tranche B1 Euro Term Loan	LX160020	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,364,062.50
Guala Closures SPA - Float - 11/2021	XS1516322465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
HNVR Holdco Limited - First Lien Term B	LX152965	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
HOMEVI - Float - 11/2021	XS1513079571	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	690,000.00
Horizon Holdings II SAS - Facility B3	LX153197	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,999,999.60
Hotelbeds Group - First Lien Term Loan	LX161305	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	750,000.00
HSE 24 Finance & Service Gmbh - Facility C	LX155957	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,125,000.00
HSE 24 Trading GMBH - Facility B3	LX142034	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
IGLO FOODS BONDCO PLC - Euribor + 4.50% - 06/2020	XS1084586822	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500,000.00
Ineos Finance PLC - New 2022 Euro Term Loan	LX160309	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,626,771.03
Ineos Styrolution Group GmbH - 2024 Euro Tranche 1 Term Loan	LX161339	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	997,500.00
Infinitas Learning Holding BV - Infinitas Learning Netherlands BV - Facility B2	LX155805	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,750,000.00
Infor (US) Inc - Euro Tranche B-1 Term Loan	LX159914	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,750,000.00
Informatica Corporation - Euro Term Loan	LX144873	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,371,012.58
INO Holdco Sarl - Facility B2	LX161579	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,375,000.00
Intervias Finco Ltd - Term Facility C2	LX155859	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
Ion Trading Finance Limited - Tranche B-1 Euro Loan	LX147780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,984,981.31
Jacobs Douwe Egberts Holdings BV - Term B-3 EUR	LX138200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,104,907.45
Keter Group BV - Facility B1	LX155222	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,375,000.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B15	LX159199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,385,352.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B16	LX160534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	844,156.60
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B17	LX160535	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,117,085.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B18	LX160536	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,139,862.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B19	LX160537	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	253,302.70
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B20	LX160538	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,102,258.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B21	LX160539	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	907,982.00
LSF10 XL BIdco SCA - Facility B	LX159274	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,375,000.00
MacDermid Agricultural Solutions Holdings BV - Euro Tranche C-5 Term Loan	LX162203	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,392,900.01
Macdermid Funding LLC - Euro Tranche C-4 Term Loan	LX157015	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,721,250.00
Marcolin SPA - Float - 02/2023	XS1562036704	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	770,000.00
MATTERHORN TELECOM SA - FIXED 3.875% - 05/2022	XS1219465728	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
MATTERHORN TELECOM SA - Float - 02/2023	XS1580388384	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,240,000.00
Maxeda DIY BV - Facility E1	LX147068	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,349,813.70
Maxeda DIY BV - Facility E2	LX147069	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,368,023.29
Mediq B.V - 2016 New Facility B1	LX156994	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	642,123.99
Memora Servicios Funeraios, SLU - Term Loan B	LX137058	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,466,162.16
MX Mercury Beteiligungen Gmbh - MINIMAX VIKING GMBH - Facility B2B	LX157680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,900,995.03
NEP Europe Finco BV - First Lien Term Loan	LX157878	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,117,187.50
New Look Secured Issuer - Float - 07/2022	XS1248517341	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
NewCo Sab Bidco - Facility B	LX161320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,250,000.00
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,125,000.00
Numericable-SFR SA - EUR TLB-10 Refinancing Term Loan	LX155720	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,741,250.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Numericable-SFR SA - First Lien EUR B11 Term Loan	LX162008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,250,000.00
Oberthur Technologies SA - Facility B1 - Euro	LX157594	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Obol France 3 SAS - Facility B	LX161834	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,300,891.55
Onex Eagle Acquisition Company Limited - Facility B Tranche 2 Loan	LX143312	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,750,000.00
Orion Engineered Carbons GmbH - Initial Euro Term Loan	LX139695	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,040,815.00
Peer Holdings BV - Facility B	LX150838	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,509,615.38
PICARD GROUPE SA - Eur+4.25% - 08/2019	XS0956139264	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,695,863.73
PORTAVENTURA ENT BARC - 7.250% - 12/2020	XS0982712365	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
PQ Corporation - First Amendment Tranche B-2 Term Loan	LX156639	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,985,025.00
PROGROUP AG - Float - 05/2022	DE000A161GE9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000.00
Promontoria Mcs SAS - Float - 09/2021	XS1496169001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	486,000.00
Quintiles IMS Incorporated - TERM B-1 EUR	LX160895	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,603,729.47
R&R Ice Cream PLC - Facility B1	LX154933	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,375,000.00
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	LX159835	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,615,625.00
Sam Bidco - Facility B3A	LX139399	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,546,644.96
Sam Bidco - Facility B3B	LX142742	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,527,127.71
Scandlines ApS - Facility A	LX133147	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,137,735.85
Scandlines ApS - Facility B	LX133148	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,605,192.63
SELECTA GROUP BV - 6.500% - 06/2020	XS1078234330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	770,000.00
SIG Combibloc PurchaseCo Sarl - Initial Euro Term Loan	LX143111	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,290,000.00
Signode Industrial Group Lux SA - Initial Euro Term B-2	LX158054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,293,749.99
Silenus Holding I Limited - Term Loan B2	LX154417	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	428,571.43
SNAI S.P.A. - 6.375% - 11/2021	XS1513691979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	430,000.00
SNAI S.P.A. - Float + 6.00% - 11/2021	XS1513692357	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,130,000.00
Solenis International LP - Initial Euro Term Loan	LX138124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,882,330.81
Solera LLC - Euro Term Loan	LX151195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,157,500.00
Solvay Acetow GmbH - First Lien Term Loan	LX162763	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,625,000.00
Spectrum Brands Inc - Initial Euro Term Loan	LX144957	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	728,105.75
Springer Science & Business Media Deutschland GMBH - Initial B11 Term Loan	LX161998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,771,012.15
Swissport International SA - Euro Term Loan	LX149082	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
SYNLAB BONDCO - 6.25% - 07/2022	XS1117292984	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,430,000.00
Synlab Bondco Plc - Float 3.5% - 07/2022	XS1516322200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,480,000.00
Technicolor S.A. - Term Loan	LX157075	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,875,000.00
THREEAB OPITIQUE DV - 5.625% - 04/2019	XS1028956909	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,185,000.00

Avoca CLO XI Designated Activity Company 28-Apr-2017

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
TMF Group Holding BV - Facility B	LX162575	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,625,000.00
Triangle FM Services Holding Gmbh - Term Loan B1	LX154393	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,071,428.57
Trionista Holdco GMBH - VES HOLDING APS - Facility B1E3	LX144054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,656.30
Unilabs Diagnostics AB - New Euro Term Loan B2	LX161584	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,250,000.00
Unit 4 Sweden Holding AB - Facility B1 (EUR)	LX141580	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,500,000.00
Univar USA Inc - Initial Euro Term Loan	LX145475	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	739,125.00
Valeo F1 Company Limited - Facility B	LX144621	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Verisure Holding AB - Facility B1C	LX157494	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000,000.00
Veritas US Inc - Initial Euro Term B-1 Loan	LX151041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	730,044.02
Veritas US Inc\Bermuda L - 7.5% - 02/2023	XS1357678322	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,342,000.00
VWR Funding Inc - Tranche B-2 Term Loan	LX157040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,258,989.63
Wall Street Systems Delaware Inc - Initial Euro Term Loan	LX154739	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,568,140.40
Wind Acquisition Fin SA - Float 4.125%- 07/2020	XS1204622960	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Wind Acquisition Holdings Finance SA - Floating - 07/2020	XS1082635712	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Wind Telecommunicazioni S.P.A - B1 Term Loan Facility	LX143627	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	575,077.20
WowMidco SAS - Facillity B2	LX159174	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000,000.00
Ziggo Secured Finance Partnership - Term Loan F	LX159376	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,000,000.00
																Total Balance:	**451,360,209.33**

Avoca CLO XI Designated Activity Company 28-Apr-2017

Security	Facility	Security ID	Maturity Date	Moody's Rating	Moody's DPR	S&P Rating	Moody's Industry Name	S&P Industry Name	Moody's Recovery Rate	S&P Recovery Rate	S&P Recovery Rating	Principal Balance
ACR II BV Term Loan	Facility B	LX144215	29-Jul-2022	***	B2	B+	Chemicals, Plastics, & Rubber	Chemical/plastics	***	40%	3H	2,000,000.00
AI Aqua Merger Sub Inc Term Loan	Tranche B2 Term Loan	LX156494	13-Dec-2023	B2	B3	B	Services: Consumer	Business equipment and services	50%	40%	3(60%)	1,995,000.00
AI Garden BV - Mediq BV Term Loan	Facility B2	LX127506	28-Feb-2022	***	B2	B+	Healthcare & Pharmaceuticals	Health care	***	27%	4H	101,944.15
Allnex (Luxembourg) & Cy S.C.A. (f/k/a AI Chem & Cy S.C.A.) Term Loan	Tranche B-1 Term Loan	LX152755	13-Sep-2023	B1	B1	B	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	27%	4(45%)	5,725,614.04
Alpha Bidco SAS Term Loan	Facility B1	LX159934	30-Jan-2023	***	B2	B	Healthcare & Pharmaceuticals	Health care	***	30%	3L	699,874.63
Alpha BidCo SAS - Dutch Topco Term Loan	Facility B2	LX160654	30-Jan-2023	***	B2	B	Healthcare & Pharmaceuticals	Health care	***	30%	3L	300,125.37
ALTICE FINANCING S.A.	5.25% - 02/2023	XS1181246775	15-Feb-2023	B1	***	***	Media: Broadcasting & Subscription	Cable and Satellite television	***	***	***	2,500,000.00
Antin Aude Bidco GMBH Term Loan	First Lien Term B Loan	LX146944	19-Aug-2022	***	***	B+	Healthcare & Pharmaceuticals	Health care	***	27%	4H	4,375,000.00
Aramark International Finance	3.125% - 04/2025	XS1586831999	04-Jan-2025	Ba3	Ba2	BB+	Services: Consumer	Food service	25%	27%	4(40%)	1,000,000.00
Argon NPS Limited Term Loan	Term loan Euro Swap	LX142996	19-Jan-2022	***	***	***	High Tech Industries	Business equipment and services	***	***	***	1,358,500.00
Argon NPS Limited Term Loan	Term Loan B Euro/Swap	LX142996	19-Jan-2022	***	***	***	High Tech Industries	Business equipment and services	***	***	***	3,875,500.00
Armacell Bidco Luxembourg Sarl Term Loan	Facility B3	LX161096	01-Mar-2023	B2	B3	B	Construction & Building	Building and Development	50%	27%	4H	2,000,000.00
Auris Luxembourg III SARL Term Loan	Facility B6	LX160224	17-Jan-2022	B1	B2	B+	Healthcare & Pharmaceuticals	Health care	50%	40%	3(65%)	957,842.04
Axalta Coating Systems US Holdings Inc Term Loan	Term B-1 Euro Loan	LX134952	01-Feb-2023	Ba1	Ba3	BB	Chemicals, Plastics, & Rubber	Chemical/plastics	60%	65%	1(95%)	3,274,890.49
Axios Bidco Limited Term Loan	Facility B	LX148737	22-Nov-2022	***	B3	B-	Services: Business	Business equipment and services	***	27%	4H	2,000,000.00
Baring Private Equity Asia VI Holding (1) Limited - Stiphout Finance BV Term Loan	First Lien Initial Euro Term Loan	LX146618	26-Oct-2022	B2	B2	B	Services: Business	Financial intermediaries	45%	30%	3(55%)	994,949.61
Big White Acquico Gmbh Term Loan	Facility B	LX157317	03-Jan-2024	***	B2	B	Construction & Building	Electronics/electrical	***	27%	4H	2,000,000.00
BISOHO SAS	Float - 05/2022	XS1405782662	01-Nov-2022	B2	B2	B	Retail	Retailers (other than food/drug)	35%	30%	3(50%)	2,000,000.00
Catalent Pharma Solutions Inc Term Loan	1st Lien EUR Term Loan	LX137091	20-May-2021	Ba3	B1	BB-	Healthcare & Pharmaceuticals	Drugs	50%	50%	2(75%)	7,817,453.49
CeramTec Acquisition Corporation Term Loan	Initial Euro Term B-1 Loan	LX132691	28-Aug-2020	Ba3	B2	B	Healthcare & Pharmaceuticals	Industrial equipment	60%	30%	3(55%)	4,600,645.05
CeramTec GmbH Term Loan	Euro Term B-2 Loan	LX131516	28-Aug-2020	Ba3	B2	B	Healthcare & Pharmaceuticals	Industrial equipment	60%	30%	3(55%)	1,399,354.95
Ceva Sante Animale Term Loan	Facility B2	LX135736	30-Jun-2021	B1	B1	B+	Healthcare & Pharmaceuticals	Drugs	45%	30%	3L	10,000,000.00
Chemours Company LLC (The) Term Loan	Tranche B1 Euro Term Loan	LX161997	12-May-2022	Ba1	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	60%	65%	1(95%)	5,500,000.00
Cidron Gloria Group Services Gmbh Term Loan	First Lien Initial Term Loan	LX139056	30-Aug-2021	B2	B2	***	Healthcare & Pharmaceuticals	Health care	45%	***	***	1,500,000.00
Claudius Finance SARL Revolver	Facility B5	LX162213	16-Sep-2023	***	B2	B	High Tech Industries	Business equipment and services	***	27%	4H	1,271,982.76
Claudius Finance SARL Revolver	Facility B6	LX162214	16-Sep-2023	***	B2	B	High Tech Industries	Business equipment and services	***	27%	4H	353,017.24
Coherent Holding Gmbh Term Loan	Euro Term Loan	LX153899	07-Nov-2023	Ba2	Ba2	BB	High Tech Industries	Electronics/electrical	45%	50%	2(75%)	950,223.88
Colouroz Investment 1 GMBH Term Loan	New First Lien Initial Term Loan	LX136879	07-Sep-2021	B2	B2	B	Containers, Packaging & Glass	Containers and glass products	45%	30%	3L	4,316,339.93

Avoca CLO XI Designated Activity Company 28-Apr-2017

Security	Facility	Security ID	Maturity Date	Moody's Rating	Moody's DPR	S&P Rating	Moody's Industry Name	S&P Industry Name	Moody's Recovery Rate	S&P Recovery Rate	S&P Recovery Rating	Principal Balance
Comdata Corporation Term Loan	First Lien Term Loan B	LX162454	19-Apr-2024	***	***	B	Services: Business	Business equipment and services	***	27%	4(40%)	1,875,000.00
Comete Holding Term Loan	Term B Facility	LX156801	31-Jul-2022	***	B2	B	Media: Advertising, Printing & Publishing	Publishing	***	30%	3L	1,750,000.00
Concardis Gmbh Term Loan	First Lien Term Loan	LX161040	07-Mar-2024	***	B1	B	Services: Business	Financial intermediaries	***	30%	3(50%)	1,250,000.00
Constantia Flexibles Gmbh Term Loan	Term B1A Eur	LX143296	29-Apr-2022	B1	B1	B+	Containers, Packaging & Glass	Containers and glass products	45%	45%		1,740,219.00
Constantia Flexibles Gmbh Term Loan	Term B3A Eur	LX143470	29-Apr-2022	B1	B1	B+	Containers, Packaging & Glass	Containers and glass products	45%	45%		141,905.00
Constantia Flexibles Gmbh Term Loan	Term B2A Eur	LX143893	29-Apr-2022	B1	B1	B+	Containers, Packaging & Glass	Containers and glass products	45%	45%		259,780.90
Corialis Group Ltd Term Loan	Facility B1	LX159920	29-Mar-2024	B2	B2	B	Construction & Building	Building and Development	45%	30%	3(55%)	3,375,000.00
Coty Inc Term Loan	New Term B-1 Euro Loan	LX155917	27-Oct-2022	Ba1	Ba1	BB+	Consumer goods: Non-durable	Cosmetics/toiletries	45%	50%	2(70%)	3,465,000.00
Coty Inc Term Loan	New Term B-2 Euro Loan	LX156194	27-Oct-2022	Ba1	Ba1	BB+	Consumer goods: Non-durable	Cosmetics/toiletries	45%	50%	2(70%)	3,225,625.00
Delachaux S.A. - Railtech International S.A. Term Loan	Facility B1	LX141055	28-Oct-2021	***	***	B+	Capital Equipment	Industrial equipment	***	20%	4L	1,945,483.24
Diaverum Holding France SAS Term Loan	Facility C (France)	LX137003	01-Apr-2022	***	***	***	Healthcare & Pharmaceuticals	Health care	***	***	***	413,719.96
Diaverum Holding S.ar.l. (fka Velox Bidco SARL) Term Loan	Facility C Lux	LX136031	01-Apr-2022	***	***	***	Healthcare & Pharmaceuticals	Health care	***	***	***	2,586,280.04
Diebold Inc Term Loan	Euro Term B Loan	LX151921	06-Nov-2023	Ba2	Ba3	BB-	Banking	Financial intermediaries	50%	40%	3(65%)	2,238,750.00
Dorna Sports SL Term Loan	First Lien Term Loan	LX161739	31-Dec-2023	***	***	B	Media: Broadcasting & Subscription	Leisure goods/Activities/Movies	***	27%	4(45%)	4,000,000.00
Dry Mix Solutions Investissements SAS Term Loan	Facility B	LX161205	07-Mar-2024	B2	B2	B	Construction & Building	Building and Development	45%	27%	4(40%)	2,625,000.00
Eircom Finco S.a.r.l Term Loan	2017 Term Loan B	LX161434	08-Mar-2024	B1	B1	B+	Telecommunications	Telecommunications	45%	30%	3(55%)	7,250,000.00
Elsan SAS Term Loan	Facility B2	LX158179	31-Oct-2022	B1	B1	B	Healthcare & Pharmaceuticals	Health care	45%	30%	3(55%)	3,125,000.00
Equinix Inc Term Loan	Term B-2 Loan	LX157816	22-Dec-2023	Ba2	Ba3	BB+	FIRE: Real Estate	Equity REIT's and REOC's	50%	65%	1(95%)	2,500,000.00
EUSKALTEL SA Term Loan	Term Loan B3	LX148798	28-Nov-2022	B1	B1	BB-	Telecommunications	Telecommunications	45%	40%	3H	1,000,000.00
Evry AS Term Loan	Facility B4	LX155290	24-Mar-2022	B1	B1	B+	High Tech Industries	Business equipment and services	45%	40%	3H	4,000,000.00
Exopack Holdings SA Term Loan	Euro Term Loan	LX133459	08-May-2019	B2	B3	B	Containers, Packaging & Glass	Containers and glass products	50%	30%	3L	3,902,118.79
Ferro Corporation Term Loan	Euro Term Loan	LX159762	14-Feb-2024	Ba3	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	27%	4(45%)	1,000,000.00
Figaro Bidco Limited Term Loan	Facility B4	LX159294	08-Mar-2023	***	B2	***	Services: Business	Business equipment and services	***	***	***	3,213,367.61
Financiere Lully C - Lully Finance Sarl Term Loan	Retired-Initial Term B-2 Loan (First Lien)	LX157357	30-Oct-2020	B1	B2	B+	High Tech Industries	Ecological services and equipment	50%	30%	3(50%)	1,500,000.00
Financiere Quick SAS	Floating - 04/2019	XS1054086928	15-Apr-2019	B3	B3	B-	Beverage, Food & Tobacco	Food/drug retailers	35%	30%	3(55%)	1,415,454.55
Financiere Sun SAS Term Loan	Term Loan B	LX160115	14-Mar-2023	***	B2	B	Hotel, Gaming & Leisure	Lodging and casinos	***	40%	3H	1,200,000.00
Financiere Verdi I SAS Term Loan	New Facility B	LX160780	21-Jul-2023	***	B2	B	Healthcare & Pharmaceuticals	Drugs	***	30%	3L	1,750,000.00
Flamingo LUX II Term Loan	Senior Facility B	LX153737	07-Sep-2023	B2	B2	B	FIRE: Real Estate	Building and Development	45%	27%	4(45%)	7,659,311.65
Fusilli Holdco AB Term Loan	Term Loan B	LX155393	12-Oct-2023	B3	B3	B	Capital Equipment	Industrial equipment	45%	30%	3L	2,000,000.00

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Gamenet Group Spa	6% - 08/2021	XS1458462428	15-Aug-2021	B1	B1	B	Hotel, Gaming & Leisure	Lodging and casinos	35%	40%	3(60%)	527,000.00
Generale De Sante Term Loan	Facility B1A	LX139313	01-Oct-2020	***	***	BB-	Healthcare & Pharmaceuticals	Health care	***	40%	3(65%)	7,500,000.00
Global Blue Acquisition BV Term Loan	Facility D	LX160394	12-Dec-2022	B1	B1	BB-	Services: Business	Business equipment and services	45%	27%	4(40%)	2,000,000.00
Greeneden US Holdings II LLC Term Loan	Additional Tranche B1 Euro Term Loan	LX160020	01-Dec-2023	B2	B3	B-	Services: Business	Telecommunications	50%	40%	3(65%)	4,364,062.50
Guala Closures SPA	Float - 11/2021	XS1516322465	15-Nov-2021	B2	B2	B	Containers, Packaging & Glass	Containers and glass products	35%	27%	4(45%)	2,500,000.00
HNVR Holdco Limited Term Loan	First Lien Term B	LX152965	12-Sep-2023	***	B2	***	Hotel, Gaming & Leisure	Lodging and casinos	***	***	***	1,500,000.00
HOMEVI	Float - 11/2021	XS1513079571	15-Nov-2021	B2	B1	B	Healthcare & Pharmaceuticals	Health care	25%	20%	4L	690,000.00
Horizon Holdings II SAS Term Loan	Facility B3	LX153197	22-Dec-2022	B1	B1	B	Containers, Packaging & Glass	Containers and glass products	45%	40%	3(65%)	8,999,999.60
Hotelbeds Group Term Loan	First Lien Term Loan	LX161305	12-Sep-2023	B2	B2	B	Hotel, Gaming & Leisure	Lodging and casinos	45%	27%	4(45%)	750,000.00
HSE 24 Finance & Service Gmbh Term Loan	Facility C	LX155957	31-Mar-2022	***	B2	B+	Media: Diversified & Production	Radio and Television	***	40%	3H	1,125,000.00
HSE 24 Trading GMBH Term Loan	Facility B3	LX142034	30-Sep-2021	***	B2	B+	Media: Diversified & Production	Radio and Television	***	40%	3H	1,500,000.00
IGLO FOODS BONDCO PLC	Euribor + 4.50% - 06/2020	XS1084586822	15-Jun-2020	B1	B1	BB-	Beverage, Food & Tobacco	Food products	35%	30%	3(50%)	3,500,000.00
Ineos Finance PLC Term Loan	New 2022 Euro Term Loan	LX160309	31-Mar-2022	Ba2	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	50%	50%	2(75%)	14,626,771.03
Ineos Styrolution Group GmbH Term Loan	2024 Euro Tranche 1 Term Loan	LX161339	29-Mar-2024	Ba3	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	60%	2(80%)	997,500.00
Infinitas Learning Holding BV - Infinitas Learning Netherlands BV Term Loan	Facility B2	LX155805	06-Feb-2023	***	B2	B	Media: Advertising, Printing & Publishing	Publishing	***	30%	3L	2,750,000.00
Infor (US) Inc Term Loan	Euro Tranche B-1 Term Loan	LX159914	01-Feb-2022	B1	B3	B-	High Tech Industries	Business equipment and services	60%	50%	2(75%)	3,750,000.00
Informatica Corporation Term Loan	Euro Term Loan	LX144873	05-Aug-2022	B2	B3	B-	High Tech Industries	Business equipment and services	50%	50%	2(75%)	4,371,012.58
INO Holdco Sarl Term Loan	Facility B2	LX161579	30-Aug-2023	B1	B2	B	Healthcare & Pharmaceuticals	Drugs	50%	30%	3L	1,375,000.00
Intervias Finco Ltd Term Loan	Term Facility C2	LX155859	30-Jan-2023	B2	B2	B	Retail	Food/drug retailers	45%	30%	3(50%)	3,000,000.00
Ion Trading Finance Limited Term Loan	Tranche B-1 Euro Loan	LX147780	11-Aug-2023	B2	B2	B+	High Tech Industries	Business equipment and services	45%	30%	3(55%)	4,984,981.31
Jacobs Douwe Egberts Holdings BV Term Loan	Term B-3 EUR	LX138200	02-Jul-2022	Ba2	Ba2	BB	Beverage, Food & Tobacco	Food products	45%	30%	3(55%)	2,104,907.45
Keter Group BV Term Loan	Facility B1	LX155222	31-Oct-2023	B2	B2	B	Consumer goods: Durable	Home furnishings	45%	30%	3(55%)	2,375,000.00
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B15	LX159199	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	1,385,352.00
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B16	LX160534	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	844,156.60
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B17	LX160535	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	2,117,085.00
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B18	LX160536	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	1,139,862.00
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B19	LX160537	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	253,302.70
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B20	LX160538	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	1,102,258.00

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Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B21	LX160539	12-Aug-2022	B1	B2	B	Retail	Retailers (other than food/drug)	50%	30%	3L	907,982.00
LSF10 XL BIdco SCA Term Loan	Facility B	LX159274	02-Feb-2024	B2	B2	B+	Construction & Building	Building and Development	45%	30%	3(55%)	5,375,000.00
MacDermid Agricultural Solutions Holdings BV Term Loan	Euro Tranche C-5 Term Loan	LX162203	07-Jun-2023	B2	B2	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	40%	3(65%)	5,392,900.01
Macdermid Funding LLC Term Loan	Euro Tranche C-4 Term Loan	LX157015	07-Jun-2020	B2	B2	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	40%	3(65%)	3,721,250.00
Marcolin SPA	Float - 02/2023	XS1562036704	15-Feb-2023	B2	B2	B	Consumer goods: Non-durable	Clothing/textiles	35%	20%	4(35%)	770,000.00
MATTERHORN TELECOM SA	FIXED 3.875% - 05/2022	XS1219465728	01-May-2022	B2	B2	B	Telecommunications	Telecommunications	35%	30%	3(55%)	2,000,000.00
MATTERHORN TELECOM SA	Float - 02/2023	XS1580388384	01-Feb-2023	B2	B2	B	Telecommunications	Telecommunications	35%	30%	3(55%)	2,240,000.00
Maxeda DIY BV Term Loan	Facility E1	LX147068	27-Jun-2019	***	***	***	Retail	Retailers (other than food/drug)	***	***	***	1,349,813.70
Maxeda DIY BV Term Loan	Facility E2	LX147069	27-Jun-2019	***	***	***	Retail	Retailers (other than food/drug)	***	***	***	2,368,023.29
Mediq B.V Term Loan	2016 New Facility B1	LX156994	28-Feb-2022	***	B2	B+	Healthcare & Pharmaceuticals	Health care	***	27%	4H	642,123.99
Memora Servicios Funeraios, SLU Term Loan	Term Loan B	LX137058	28-May-2021	***	***	***	Healthcare & Pharmaceuticals	Health care	***	***	***	4,466,162.16
MX Mercury Beteiligungen Gmbh - MINIMAX VIKING GMBH Term Loan	Facility B2B	LX157680	14-Aug-2023	Ba3	Ba3	BB-	Consumer goods: Durable	Industrial equipment	45%	30%	3L	3,900,995.03
NEP Europe Finco BV Term Loan	First Lien Term Loan	LX157878	04-Jan-2024	B1	B2	B	Media: Diversified & Production	Business equipment and services	50%	50%	2(70%)	3,117,187.50
New Look Secured Issuer	Float - 07/2022	XS1248517341	01-Jul-2022	***	***	B	Retail	Retailers (other than food/drug)	***	30%	3(50%)	1,250,000.00
NewCo Sab Bidco Term Loan	Facility B	LX161320	04-Apr-2024	B1	B2	B+	Healthcare & Pharmaceuticals	Health care	50%	27%	4(45%)	5,250,000.00
Newco Sab Midco Sasu	5.375% - 04/2025	XS1584024837	15-Apr-2025	Caa1	B2	B+	Healthcare & Pharmaceuticals	Health care	15%	2%	6(0%)	1,125,000.00
Numericable-SFR SA Term Loan	EUR TLB-10 Refinancing Term Loan	LX155720	14-Jan-2025	B1	B1	B+	Media: Broadcasting & Subscription	Cable and Satellite television	45%	40%	3(65%)	1,741,250.00
Numericable-SFR SA Term Loan	First Lien EUR B11 Term Loan	LX162008	31-Jul-2025	B1	B1	B+	Media: Broadcasting & Subscription	Cable and Satellite television	45%	40%	3(65%)	8,250,000.00
Oberthur Technologies SA Term Loan	Facility B1 - Euro	LX157594	10-Jan-2024	B2	B2	B-	High Tech Industries	Business equipment and services	45%	30%	3(55%)	1,250,000.00
Obol France 3 SAS Term Loan	Facility B	LX161834	17-Mar-2023	B2	B2	B+	Services: Consumer	Ecological services and equipment	45%	30%	3(50%)	8,300,891.55
Onex Eagle Acquisition Company Limited Term Loan	Facility B Tranche 2 Loan	LX143312	12-Mar-2022	***	***	B	Aerospace & Defense	Aerospace and Defense	***	30%	3L	2,750,000.00
Orion Engineered Carbons GmbH Term Loan	Initial Euro Term Loan	LX139695	25-Jul-2021	Ba3	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	40%	3H	3,040,815.00
Peer Holdings BV Term Loan	Facility B	LX150838	25-Feb-2022	B1	B1	B+	Retail	Retailers (other than food/drug)	45%	30%	3(50%)	5,509,615.38
PICARD GROUPE SA	Eur+4.25% - 08/2019	XS0956139264	01-Aug-2019	B1	B1	B+	Retail	Food/drug retailers	45%	60%	2(80%)	4,695,863.73
PORTAVENTURA ENT BARC	7.250% - 12/2020	XS0982712365	01-Dec-2020	B3	B3	B-	Hotel, Gaming & Leisure	Leisure goods/Activities/Movies	35%	27%	4H	2,000,000.00
PQ Corporation Term Loan	First Amendment Tranche B-2 Term Loan	LX156639	04-Nov-2022	B2	B3	B	Chemicals, Plastics, & Rubber	Chemical/plastics	50%	60%	2(85%)	1,985,025.00

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PROGROUP AG	Float - 05/2022	DE000A161GE9	01-May-2022	Ba2	Ba3	BB-	Containers, Packaging & Glass	Containers and glass products	45%	30%	3(50%)	500,000.00
Promontoria Mcs SAS	Float - 09/2021	XS1496169001	30-Sep-2021	B2	B2	BB-	Banking	Financial intermediaries	35%	30%	3(55%)	486,000.00
Quintiles IMS Incorporated Term Loan	TERM B-1 EUR	LX160895	07-Mar-2024	Ba1	Ba2	BBB-	Healthcare & Pharmaceuticals	Health care	50%	30%	3(50%)	5,603,729.47
R&R Ice Cream PLC Term Loan	Facility B1	LX154933	29-Sep-2023	Ba2	Ba2	B+	Beverage, Food & Tobacco	Food products	45%	60%	2(80%)	2,375,000.00
Richmond UK Bidco Limited Term Loan	Facility B Euro GBP - Swap	LX159835	04-Mar-2024	B1	B1	B	Hotel, Gaming & Leisure	Lodging and casinos	45%	60%	2H	1,615,625.00
Sam Bidco Term Loan	Facility B3A	LX139399	17-Dec-2021	***	B2	B	Healthcare & Pharmaceuticals	Health care	***	30%	3L	5,546,644.96
Sam Bidco Term Loan	Facility B3B	LX142742	17-Dec-2021	***	B2	B	Healthcare & Pharmaceuticals	Health care	***	30%	3L	1,527,127.71
Scandlines ApS Term Loan	Facility A	LX133147	03-Dec-2019	Ba3	Ba3	B+	Transportation: Consumer	Surface transport	45%	50%	2(70%)	2,137,735.85
Scandlines ApS Term Loan	Facility B	LX133148	03-Dec-2020	Ba3	Ba3	B+	Transportation: Consumer	Surface transport	45%	50%	2(70%)	1,605,192.63
SELECTA GROUP BV	6.500% - 06/2020	XS1078234330	15-Jun-2020	B3	Caa1	B	Beverage, Food & Tobacco	Food service	45%	40%	3(60%)	770,000.00
SIG Combibloc PurchaseCo Sarl Term Loan	Initial Euro Term Loan	LX143111	11-Mar-2022	B1	B2	B+	Containers, Packaging & Glass	Containers and glass products	50%	30%	3L	10,290,000.00
Signode Industrial Group Lux SA Term Loan	Initial Euro Term B-2	LX158054	01-May-2021	B1	B2	B	Containers, Packaging & Glass	Containers and glass products	50%	30%	3(50%)	7,293,749.99
Silenus Holding I Limited Term Loan	Term Loan B2	LX154417	01-Sep-2023	***	B2	B	Services: Business	Business equipment and services	***	30%	3L	428,571.43
SNAI S.P.A.	6.375% - 11/2021	XS1513691979	07-Nov-2021	B2	B2	B	Hotel, Gaming & Leisure	Lodging and casinos	35%	40%	3(60%)	430,000.00
SNAI S.P.A.	Float + 6.00% - 11/2021	XS1513692357	07-Nov-2021	B2	B2	B	Hotel, Gaming & Leisure	Lodging and casinos	35%	40%	3(60%)	1,130,000.00
Solenis International LP Term Loan	Initial Euro Term Loan	LX138124	31-Jul-2021	B2	B3	B	Chemicals, Plastics, & Rubber	Chemical/plastics	50%	40%	3(65%)	4,882,330.81
Solera LLC Term Loan	Euro Term Loan	LX151195	03-Mar-2023	Ba3	B2	B-	High Tech Industries	Diversified Insurance	60%	50%	2(75%)	9,157,500.00
Solvay Acetow GmbH Term Loan	First Lien Term Loan	LX162763	21-Apr-2023	***	***	B+	Chemicals, Plastics, & Rubber	Chemical/plastics	***	30%	3(55%)	1,625,000.00
Spectrum Brands Inc Term Loan	Initial Euro Term Loan	LX144957	23-Jun-2022	Ba1	B1	***	Consumer goods: Non-durable	Conglomerates	60%	***	***	728,105.75
Springer Science & Business Media Deutschland GMBH Term Loan	Initial B11 Term Loan	LX161998	14-Aug-2020	B2	B2	B	Media: Advertising, Printing & Publishing	Publishing	45%	40%	3(60%)	8,771,012.15
Swissport International SA Term Loan	Euro Term Loan	LX149082	09-Feb-2022	B1	B3	B	Transportation: Consumer	Air transport	60%	40%	3H	3,000,000.00
SYNLAB BONDCO	6.25% - 07/2022	XS1117292984	01-Jul-2022	***	***	***	Healthcare & Pharmaceuticals	Health care	***	***	***	1,430,000.00
Synlab Bondco Plc	Float 3.5% - 07/2022	XS1516322200	01-Jul-2022	B2	B2	B+	Healthcare & Pharmaceuticals	Health care	35%	27%	4(45%)	6,480,000.00
Technicolor S.A. Term Loan	Term Loan	LX157075	06-Dec-2023	Ba3	Ba3	BB-	Services: Business	Business equipment and services	45%	30%	3(55%)	1,875,000.00
THREEAB OPITIQUE DV	5.625% - 04/2019	XS1028956909	15-Apr-2019	B2	B3	B	Retail	Retailers (other than food/drug)	45%	30%	3(50%)	4,185,000.00
TMF Group Holding BV Term Loan	Facility B	LX162575	16-Oct-2023	B2	B2	B	FIRE: Finance	Financial intermediaries	45%	30%	3(55%)	2,625,000.00
Triangle FM Services Holding Gmbh Term Loan	Term Loan B1	LX154393	01-Sep-2023	***	B2	B	Services: Business	Business equipment and services	***	30%	3L	1,071,428.57
Trionista Holdco GMBH - VES HOLDING APS Term Loan	Facility B1E3	LX144054	30-Apr-2020	Ba3	B1	B+	Services: Business	Business equipment and services	50%	40%	3H	18,656.30
Unilabs Diagnostics AB Term Loan	New Euro Term Loan B2	LX161584	30-Mar-2024	B2	B3	B	Healthcare & Pharmaceuticals	Health care	50%	40%	3(60%)	5,250,000.00

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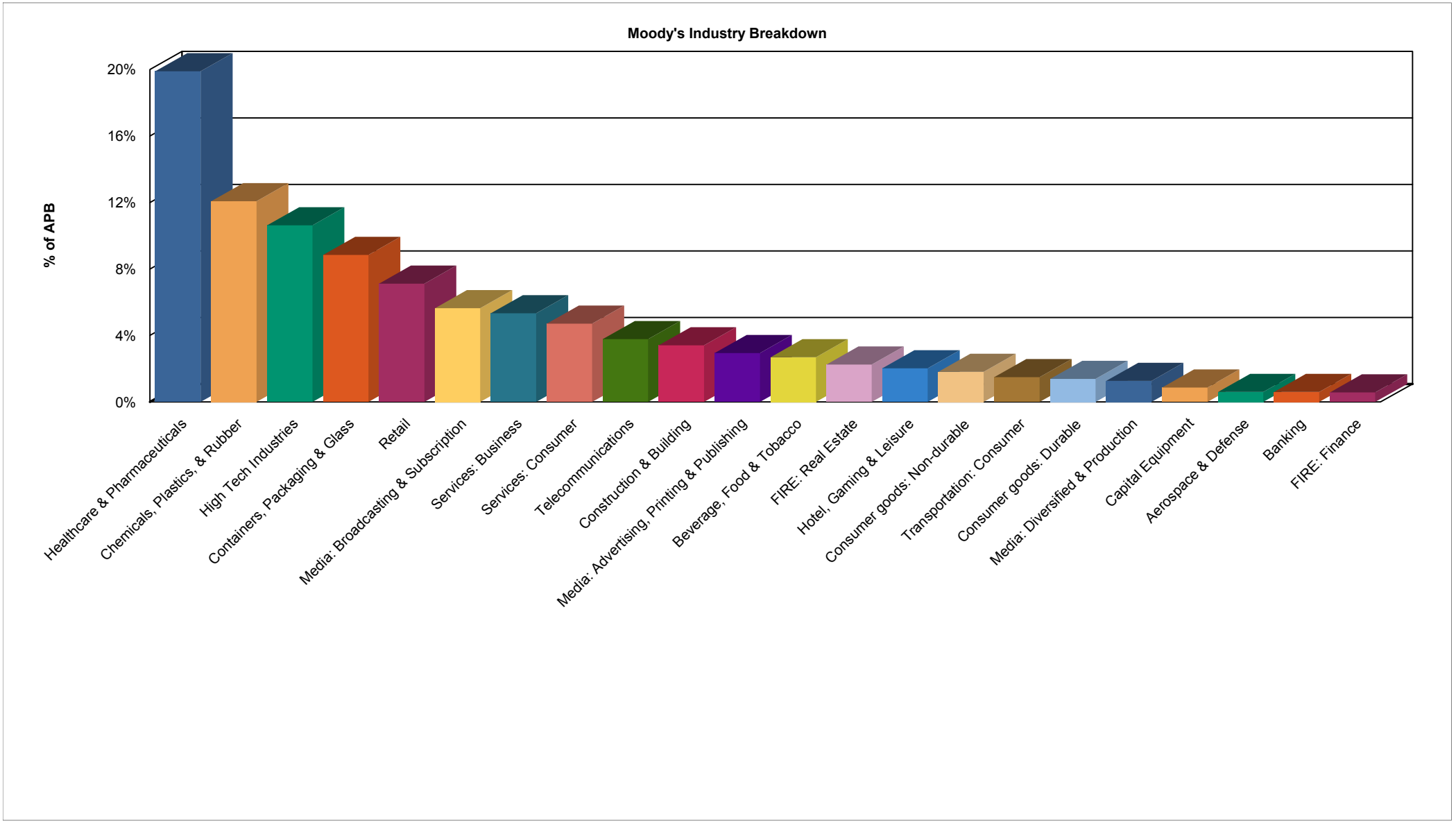
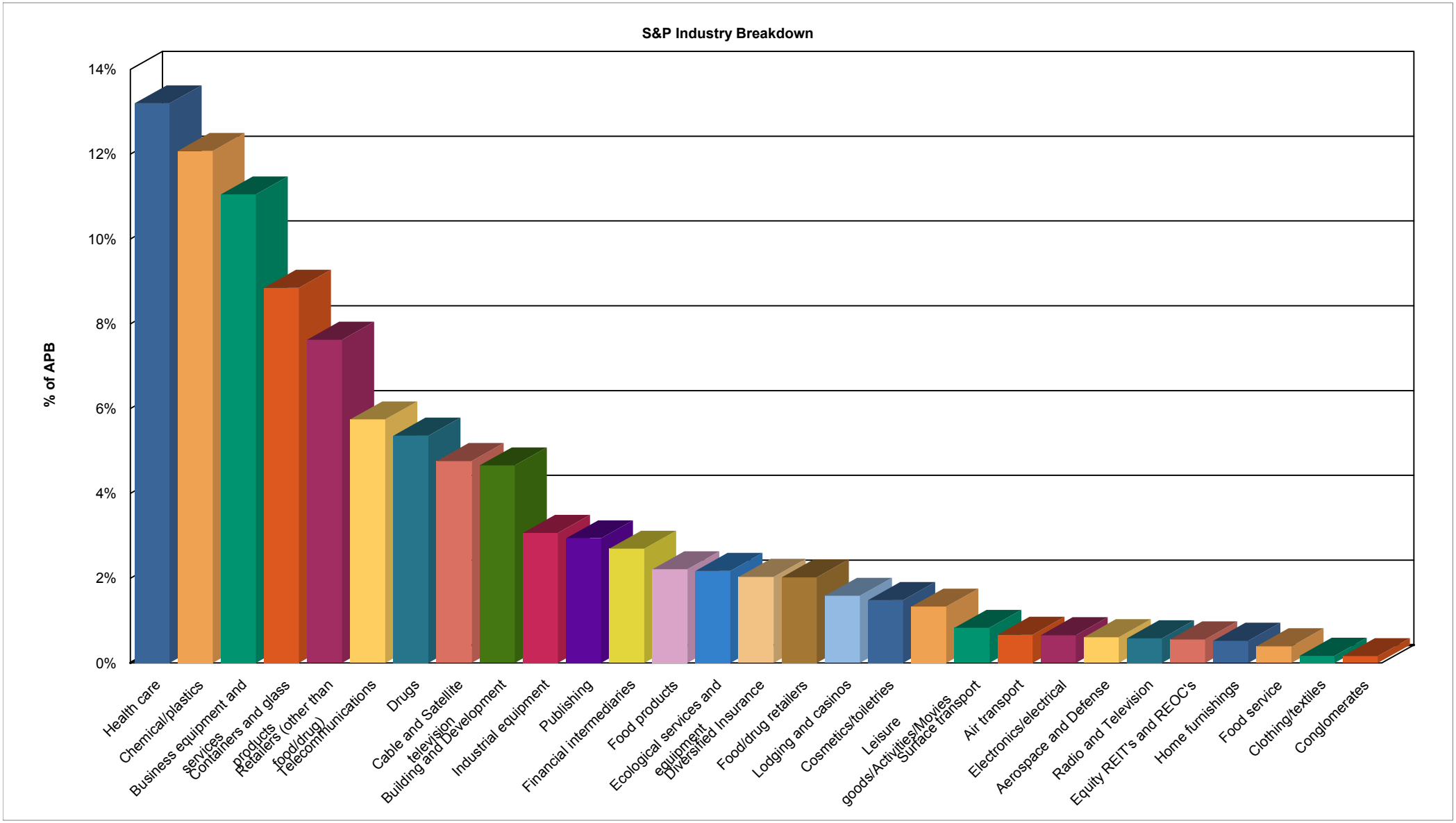
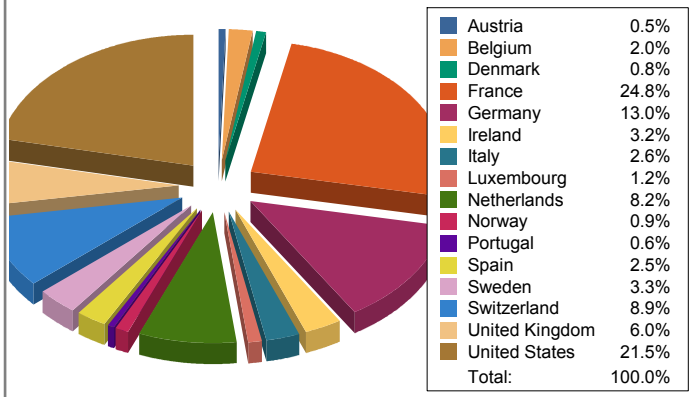
Unit 4 Sweden Holding AB Term Loan	Facility B1 (EUR)	LX141580	17-Mar-2021	B2	B2	B	High Tech Industries	Telecommunications	45%	30%	3(50%)	4,500,000.00
Univar USA Inc Term Loan	Initial Euro Term Loan	LX145475	01-Jul-2022	B2	B2	B+	Chemicals, Plastics, & Rubber	Chemical/plastics	45%	50%	2(70%)	739,125.00
Valeo F1 Company Limited Term Loan	Facility B	LX144621	06-May-2022	***	***	***	Beverage, Food & Tobacco	Food products	***	***	***	2,000,000.00
Verisure Holding AB Term Loan	Facility B1C	LX157494	21-Oct-2022	B1	B2	B+	Services: Consumer	Retailers (other than food/drug)	50%	30%	3(55%)	10,000,000.00
Veritas US Inc Term Loan	Initial Euro Term B-1 Loan	LX151041	27-Jan-2023	***	B3	B	High Tech Industries	Business equipment and services	***	50%	2(75%)	730,044.02
Veritas US Inc\Bermuda L	7.5% - 02/2023	XS1357678322	01-Feb-2023	***	B3	B	High Tech Industries	Business equipment and services	***	50%	2(75%)	1,342,000.00
VWR Funding Inc Term Loan	Tranche B-2 Term Loan	LX157040	15-Jan-2022	Ba3	B1	BB-	Healthcare & Pharmaceuticals	Drugs	50%	50%	2(70%)	3,258,989.63
Wall Street Systems Delaware Inc Term Loan	Initial Euro Term Loan	LX154739	25-Aug-2023	B2	B2	B	High Tech Industries	Financial intermediaries	45%	30%	3(55%)	4,568,140.40
Wind Acquisition Fin SA	Float 4.125%-07/2020	XS1204622960	15-Jul-2020	Ba3	B2	BB-	Telecommunications	Telecommunications	55%	60%	2(85%)	2,000,000.00
Wind Acquisition Holdings Finance SA	Floating - 07/2020	XS1082635712	15-Jul-2020	Ba3	B2	BB-	Telecommunications	Telecommunications	55%	60%	2(85%)	2,000,000.00
Wind Telecommunicazioni S.P.A Term Loan	B1 Term Loan Facility	LX143627	26-Nov-2019	Ba3	B2	BB-	Telecommunications	Telecommunications	60%	60%	2(85%)	575,077.20
WowMidco SAS Term Loan	Facillity B2	LX159174	16-Mar-2023	***	B2	B	Services: Business	Business equipment and services	***	20%	4L	5,000,000.00
Ziggo Secured Finance Partnership Term Loan	Term Loan F	LX159376	15-Apr-2025	Ba3	Ba3	BB-	Media: Broadcasting & Subscription	Cable and Satellite television	45%	40%	3(60%)	9,000,000.00
										Grand Total:		**451,360,209.33**



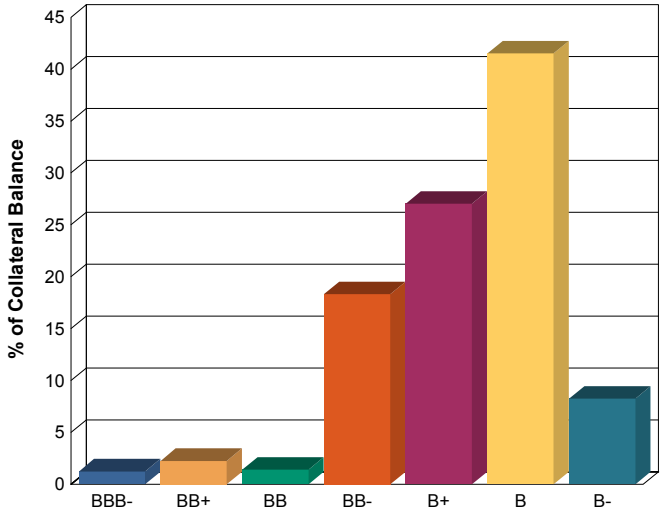


Collateral Amount by Country of Operation

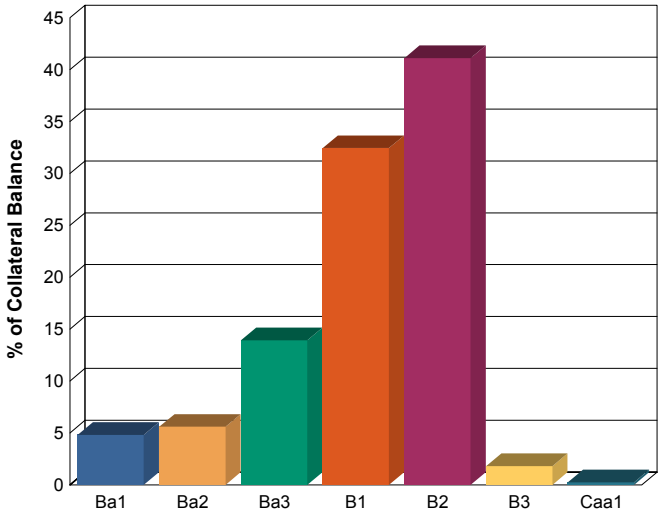


Austria	0.5%
Belgium	2.0%
Denmark	0.8%
France	24.8%
Germany	13.0%
Ireland	3.2%
Italy	2.6%
Luxembourg	1.2%
Netherlands	8.2%
Norway	0.9%
Portugal	0.6%
Spain	2.5%
Sweden	3.3%
Switzerland	8.9%
United Kingdom	6.0%
United States	21.5%
Total:	100.0%

S&P Rating Distribution



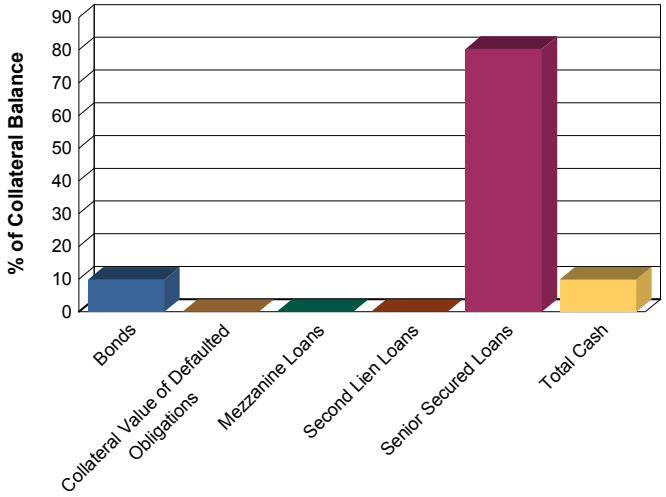
Moody's Rating Distribution



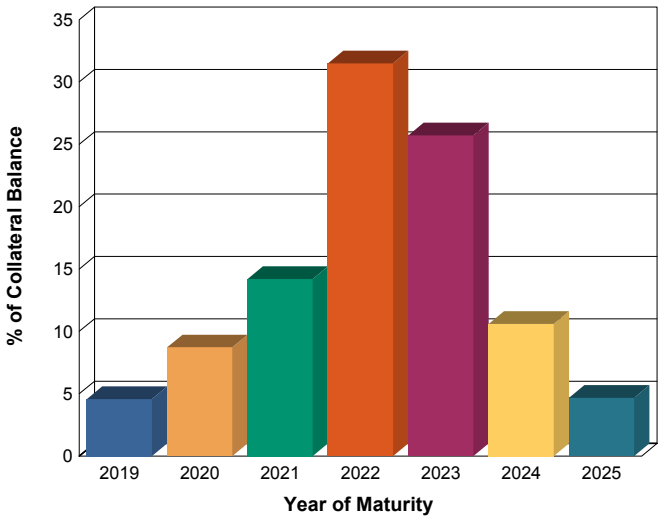
Payment Frequency Distribution

Monthly	10.4%
Quarterly	79.7%
Semi-Annual	9.9%
Total:	100.0%

Collateral Amount by Asset Type and Security Level



Maturity Date Distribution



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ANNEX B - MONTHLY REPORT RELATING TO THE 2019 REFINANCING NOTES

Closing Date	**05-Jun-2014**
Monthly Report	**31-Oct-2019**

Investor Report

Avoca CLO XI Designated Activity Company

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Avoca CLO XI Designated Activity Company 31-Oct-2019

Class	Balance (EUR)	All-In Rate	Spread	Interest (EUR)	S&P Rating		Moody's Rating	
					Original	Current	Original	Current
Class A-R Senior Secured Floating Rate Notes	300,000,000.00	0.8900	0.8900	682,333.33	AAA	AAA	Aaa	Aaa
Class B-1R Senior Secured Fixed Rate Notes	20,000,000.00	2.2500	2.2500	112,500.00	AA	AA	Aa2	Aa2
Class B-2R Senior Secured Floating Rate Notes	27,000,000.00	1.5500	1.5500	106,950.00	AA	AA	Aa2	Aa2
Class B-3R Senior Secured Floating Rate Notes	13,000,000.00	1.5500	1.5500	51,494.44	AA	AA	Aa2	Aa2
Class C-1R Deferrable Mezzanine Floating Rate Notes	21,000,000.00	2.1500	2.1500	115,383.33	A	A	A2	A2
Class C-2R Deferrable Mezzanine Floating Rate Note	15,000,000.00	2.1500	2.1500	82,416.67	A	A	A2	A2
Class D-R Deferrable Mezzanine Floating Rate Notes	23,000,000.00	3.0500	3.0500	179,272.22	BBB	BBB	Baa2	Baa2
Class E-R Deferrable Junior Floating Rate Notes	27,500,000.00	5.0000	5.0000	351,388.89	BB	BB	Ba2	Ba2
Class F-R Deferrable Junior Floating Rate Notes	15,800,000.00	6.4000	6.4000	258,417.78	B-	B-	B2	B2
Subordinated Notes	58,500,000.00	N/A	N/A	Residual	NR	NR	NR	NR
	520,800,000.00			**1,940,156.66**				

Euribor Rate	**0%**
Previous Payment Date	**15-Oct-2019**
Next Payment Date	**15-Jan-2020**
Note Euribor Rate	**0%**

Assets Summary

Senior Secured Loans	457,926,342.30
Senior Unsecured Loans	0.00
Senior Secured Bonds	21,358,571.42
Senior Unsecured Bonds	3,125,000.00
Subordinated Obligations	6,500,000.00
Collateral Value of Defaulted Obligations	0.00
Total CDO Par Amount	488,909,913.72
Total Cash	11,856,858.88
TOTAL :	500,766,772.60

Test Results Summary

Test Type	Pass	Fail
Bivariate Risk Table	28	0
Collateral Quality Tests	6	0
Coverage Tests	10	0
Portfolio Profile Tests	30	0
Retention Deficiency	0	1
Summary	1	0

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Interest Coverage Tests

Avoca CLO XI Designated Activity Company 31-Oct-2019

Test Description	Formula	Numerator	Denominator	Actual	Headroom	Target	Result
Class A/B Interest Coverage Test	[A]/([B]+[C]+[D]+[E])	4,118,505.45	953,277.77 EUR	432.0%	312.00%	>= 120.0%	PASS
Class C Interest Coverage Test	[A]/([B]+[C]+[D]+[E]+[F]+[G])	4,118,505.45	1,151,077.77 EUR	357.8%	247.80%	>= 110.0%	PASS
Class D Interest Coverage Test	[A]/([B]+[C]+[D]+[E]+[F]+[G]+[H])	4,118,505.45	1,330,350.00 EUR	309.6%	204.60%	>= 105.0%	PASS
Class E Interest Coverage Test	[A]/([B]+[C]+[D]+[E]+[F]+[G]+[H]+[J]	4,118,505.45	1,681,738.88 EUR	244.9%	142.90%	>= 102.0%	PASS

Interest Coverage Test Numerator Detail

Interest Accounts Balance	1,271,171.41 EUR	
Miscellaneous Interest Proceeds	0.00 EUR	
Amount payable from First Period Reserve Account or Expense Reserve Account	0.00 EUR	
Subtotal:	**1,271,171.41 EUR**	
Projected:		
Scheduled Interest on Collateral Debt Obligations (excl PIK interest and Defaults)	3,066,041.76 EUR	
Reinvestment Income from Scheduled Interest Payments	0.00 EUR	
Interest on Account Balances	0.00 EUR	
All amendment and waiver fees, all late payment fees, all syndication fees, delayed compensation and all other fees and commissions due but not yet received (excluding fees specified in vii) and viii) of Interest Coverage Amount definition)	1,386.67 EUR	
Subtotal:	**3,067,428.43 EUR**	
Less:		
Interest Priority of Payments paragraphs (A) to (F)	220,094.39 EUR	
Amounts that would be payable to Interest Smoothing Account	0.00 EUR	
Additional interest in respect of a PIK Security that has been deferred	0.00 EUR	
Subtotal:	**220,094.39 EUR**	
Plus:		
Accrued Interest (Liquidity Facility Drawings)	0.00 EUR	
Scheduled Periodic Interest Rate Hedge Counterparty Payments	0.00 EUR	
Scheduled Periodic Asset Swap Counterparty Payments	0.00 EUR	
Defaulted Obligation Excess Amounts	0.00 EUR	
Subtotal:	**0.00 EUR**	
Interest Coverage Numerator:	**4,118,505.45 EUR**	**[A]**

Interest Coverage Test Denominator Detail

Tranche	Interest	
Class A-R Senior Secured Floating Rate Notes	682,333.33 EUR	**[B]**
Class B-1R Senior Secured Fixed Rate Notes	112,500.00 EUR	**[C]**
Class B-2R Senior Secured Floating Rate Notes	106,950.00 EUR	**[D]**
Class B-3R Senior Secured Floating Rate Notes	51,494.44 EUR	**[E]**
Class C-1R Deferrable Mezzanine Floating Rate Notes	115,383.33 EUR	**[F]**
Class C-2R Deferrable Mezzanine Floating Rate Note	82,416.67 EUR	**[G]**
Class D-R Deferrable Mezzanine Floating Rate Notes	179,272.22 EUR	**[H]**
Class E-R Deferrable Junior Floating Rate Notes	351,388.89 EUR	**[J]**

Avoca CLO XI Designated Activity Company 31-Oct-2019

Test Description	Formula	Numerator	Denominator	Actual	Headroom	Target	Result
Class A/B Par Value Test	[A] / ([B]+[C]+[D]+[E])	500,766,772.60 EUR	360,000,000.00 EUR	139.1%	9.20%	>= 129.9%	PASS
Class C Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G])	500,766,772.60 EUR	396,000,000.00 EUR	126.5%	7.70%	>= 118.8%	PASS
Class D Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G]+[H])	500,766,772.60 EUR	419,000,000.00 EUR	119.5%	6.20%	>= 113.3%	PASS
Class E Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G]+[H]+[J])	500,766,772.60 EUR	446,500,000.00 EUR	112.2%	5.20%	>= 107.0%	PASS
Class F Par Value Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G]+[H]+[J]+[K])	500,766,772.60 EUR	462,300,000.00 EUR	108.3%	4.60%	>= 103.7%	PASS
Reinvestment Overcollateralisation Test	[A] / ([B]+[C]+[D]+[E]+[F]+[G]+[H]+[J]+[K])	500,766,772.60 EUR	462,300,000.00 EUR	108.3%	4.10%	>= 104.2%	PASS

Par Value Test Numerator Detail

Aggregate Principal Balance of CDO's (excluding Defaulted Obligations, Deferred Security & Discount Obligations)	488,909,913.72 EUR	
Plus:		
Principal and Unused Proceeds Account	11,856,858.88 EUR	
Defaulted and Deferred Security	0.00 EUR	
Discount Obligation	0.00 EUR	
Less:		
Excess CCC/Caa Adjustment Amount	0.00 EUR	
Adjusted Collateral Principal Amount:	**500,766,772.60 EUR**	**[A]**

Par Value Test Denominator Detail

Tranche	Principal Amount Outstanding	
Class A-R Senior Secured Floating Rate Notes	300,000,000.00 EUR	**[B]**
Class B-1R Senior Secured Fixed Rate Notes	20,000,000.00 EUR	**[C]**
Class B-2R Senior Secured Floating Rate Notes	27,000,000.00 EUR	**[D]**
Class B-3R Senior Secured Floating Rate Notes	13,000,000.00 EUR	**[E]**
Class C-1R Deferrable Mezzanine Floating Rate Notes	21,000,000.00 EUR	**[F]**
Class C-2R Deferrable Mezzanine Floating Rate Note	15,000,000.00 EUR	**[G]**
Class D-R Deferrable Mezzanine Floating Rate Notes	23,000,000.00 EUR	**[H]**
Class E-R Deferrable Junior Floating Rate Notes	27,500,000.00 EUR	**[J]**
Class F-R Deferrable Junior Floating Rate Notes	15,800,000.00 EUR	**[K]**
Subordinated Notes	58,500,000.00 EUR	**[L]**

Avoca CLO XI Designated Activity Company 31-Oct-2019

Test Name	Maximum/Minimum	Actual	Target	Result
Bivariate Risk Table				
Aggregate Third Party Credit Exposure rated Moody Aaa	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AAA	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated Aa1	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AA+	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated Aa2	Maximum	0%	<= 20%	PASS
Aggregate Third Party Credit Exposure rated AA	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated Aa3	Maximum	0%	<= 15%	PASS
Aggregate Third Party Credit Exposure rated AA-	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated A1	Maximum	0%	<= 10%	PASS
Aggregate Third Party Credit Exposure rated A+	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A2/P1	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A2	Maximum	0%	<= 0%	PASS
Aggregate Third Party Credit Exposure rated A	Maximum	0%	<= 5%	PASS
Aggregate Third Party Credit Exposure rated A-	Maximum	0%	<= 0%	PASS
Individual Third Party Credit Exposure rated Aa1	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA+	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated Aa2	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated Aa3	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated AA-	Maximum	0%	<= 10%	PASS
Individual Third Party Credit Exposure rated A1	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated Moody Aaa	Maximum	0%	<= 20%	PASS
Individual Third Party Credit Exposure rated AAA	Maximum	0%	<= 20%	PASS
Individual Third Party Credit Exposure rated A+	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A2/P1	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A2	Maximum	0%	<= 0%	PASS
Individual Third Party Credit Exposure rated A	Maximum	0%	<= 5%	PASS
Individual Third Party Credit Exposure rated A-	Maximum	0%	<= 0%	PASS
Collateral Quality Tests				
Collateral Quality: Diversity Score	Minimum	56	>= 50	PASS
Collateral Quality: Minimum Weighted Average Spread Test	Minimum	3.58%	>= 3.40%	PASS
Collateral Quality: Moody's Maximum Weighted Average Rating Factor Test	Maximum	2,965	<= 3,012	PASS
Collateral Quality: Moody's Minimum Weighted Average Recovery Rate Test	Minimum	46.9%	>= 42.0%	PASS
Collateral Quality: Weighted Average Life Test	Maximum	5.05	<= 6.70	PASS

Avoca CLO XI Designated Activity Company 31-Oct-2019

Test Name	Maximum/Minimum	Actual	Target	Result
S&P CDO Monitor Test	Minimum	71.18%	>= 6□□□%	PASS
Coverage Tests				
Class A/B Interest Coverage Test	Minimum	432.0%	>= 120.0%	PASS
Class C Interest Coverage Test	Minimum	357.8%	>= 110.0%	PASS
Class D Interest Coverage Test	Minimum	309.6%	>= 105.0%	PASS
Class E Interest Coverage Test	Minimum	244.9%	>= 102.0%	PASS
Class A/B Par Value Test	Minimum	139.1%	>= 129.9%	PASS
Class C Par Value Test	Minimum	126.5%	>= 118.8%	PASS
Class D Par Value Test	Minimum	119.5%	>= 113.3%	PASS
Class E Par Value Test	Minimum	112.2%	>= 107.0%	PASS
Class F Par Value Test	Minimum	108.3%	>= 103.7%	PASS
Reinvestment Overcollateralisation Test	Minimum	108.3%	>= 104.2%	PASS
Portfolio Profile Tests				
(a) Senior Secured Obligations	Minimum	98.1%	>= 90.0%	PASS
(b) Senior Secured Loans	Minimum	93.8%	>= 70.0%	PASS
(c) Unsecured Senior Loans, Second Lien, Mezzanine Obligations and High Yield Bonds	Maximum	1.9%	<= 10.0%	PASS
(d)(i) Highest Single Obligor - Senior Secured Obligations	Maximum	2.0%	<= 3.0%	PASS
(d)(ii) Fourth Highest Single Obligor - Senior Secured Loans	Maximum	1.5%	<= 2.5%	PASS
(e) Highest Single Obligor - Unsecured Senior Loans, Second Lien, Mezzanine Obligations and High Yield Bonds	Maximum	0.4%	<= 1.5%	PASS
(f) Highest Single Obligor	Maximum	2.0%	<= 3.0%	PASS
(g)(i) Highest Single S&P Industry Classification	Maximum	10.1%	<= 17.5%	PASS
(g)(ii) Second Highest Single S&P Industry Classification	Maximum	10.0%	<= 15.0%	PASS
(g)(iii) Third Highest Single S&P Industry Classification	Maximum	9.8%	<= 12.0%	PASS
(g)(iv) Fourth Highest Single S&P Industry Classification	Maximum	7.1%	<= 10.0%	PASS
(g)(v) Top 3 S&P Industry Classification	Maximum	29.9%	<= 40.0%	PASS
(h) Participations	Maximum	0.0%	<= 5.0%	PASS
(i) Current Pay Obligations	Maximum	0.0%	<= 2.5%	PASS
(j) Annual Obligations	Maximum	0.0%	<= 5.0%	PASS
(k) Revolving and/or Delayed Drawdown Obligations	Maximum	0.0%	<= 5.0%	PASS
(l) Caa Obligations	Maximum	2.6%	<= 7.5%	PASS
(m) CCC Obligations	Maximum	0.8%	<= 7.5%	PASS
(n) Bridge Loans	Maximum	0.0%	<= 2.5%	PASS
(o)(i) Corporate Rescue Loans	Maximum	0.0%	<= 5.0%	PASS
(o)(ii) Highest Single Obligor - Corporate Rescue Loans	Maximum	0.0%	<= 2.0%	PASS

Avoca CLO XI Designated Activity Company 31-Oct-2019

Test Name	Maximum/Minimum	Actual	Target	Result
(p) Fixed Rate Collateral Debt Obligations	Maximum	1.3%	<= 10.0%	PASS
(q) Domicile of Obligors (Moody's below 'Aa3')	Maximum	0.0%	<= 10.0%	PASS
(r) Domicile of Obligors (Moody's below 'A3')	Maximum	0.0%	<= 5.0%	PASS
(s) Domicile of Obligors (S&P below 'A-')	Maximum	0.8%	<= 10.0%	PASS
(t) S&P Rating Derived from a Moody's Rating	Maximum	0.0%	<= 10.0%	PASS
(u) Moody's Rating Derived from an S&P	Maximum	0.0%	<= 10.0%	PASS
(v) Cov-Lite Loans	Maximum	4.3%	<= 25.0%	PASS
(w) Non-Euro Obligations	Maximum	0.3%	<= 30.0%	PASS
(x) total potential indebtedness between 150,000,000 and 250,000,000	Maximum	0.0%	<= 10.0%	PASS
Retention Deficiency				
Retention Deficiency		EUR	EUR	
Summary				
Portfolio Assets: Discretionary Reason For Sale	Maximum	1.69%	<= 30.00%	PASS

Aggregate Collateral Balance	500,766,772.60 EUR
5% * Aggregate Collateral Balance	25,038,338.63 EUR
Principal Amount Outstanding of the Subordinated Notes held by the Retention Holder	25,250,000.00 EUR
Retention Deficiency	
Investment Gains paid into Interest Account this period	0.00 EUR

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	488,909,913.72 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	6,335,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	482,574,913.72 EUR
Coupon Test Denominator	6,335,000.00 EUR
Spread Test Denominator	482,574,913.72 EUR
Spread Test Numerator	17,265,972.61 EUR
Weighted Average Spread	3.58%
Minimum Weighted Average Spread Trigger (From Matrix)	>= 3.40%
Weighted Average Recovery Adjustment	0.00%
Minimum Weighted Average Spread Trigger (Final)	>= 3.40%
Aggregate Excess Funded Spread	0.00%
Weighted Average Coupon Adjustment Percentage	0.00%
Final Weighted Average Spread	3.58%
Final Weighted Average Spread Result	PASS
	0.00 EUR

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	488,909,913.72 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	6,335,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	482,574,913.72 EUR
Coupon Test Denominator	6,335,000.00 EUR
Spread Test Denominator	482,574,913.72 EUR
Weighted Average Spread (Excluding Floor)	3.4898%

Aggregate Principal Amount of Portfolio Collateral (excluding Default)	488,909,913.72 EUR
Total Fixed Rate Collateral Debt Portfolio Collateral (excluding Defaults)	6,335,000.00 EUR
Total Floating Rate Collateral Debt Portfolio Collateral (excluding Defaults)	482,574,913.72 EUR
Coupon Test Denominator	6,335,000.00 EUR
Spread Test Denominator	482,574,913.72 EUR
Weighted Average Fixed Rate Coupon	5.66%
Reference Weighted Average Fixed Coupon	>= 5.50%

Aggregate Principal Balance (Excluding Defaults)	488,909,913.72 EUR
Moody's Rating Factor Test Numerator (Adjusted)	1,449,823,289,921.60 EUR
Adjusted Weighted Average Moody's Rating Factor	2,965
Rating Factor Test trigger (From Matrix)	2,718
Weighted Average Recovery Adjustment	294
Rating Factor Test trigger (Final)	<= 3,012
Result	PASS

Aggregate Principal Balance (Excluding Defaults)	488,909,913.72 EUR
Moody's Recovery Rate Test Numerator	229,155,962.50 EUR
Weighted Avg Recovery Rate	46.9%
Rating Factor Test trigger (From Matrix)	2,718
Adjusted Weighted Average Rating Factor [B]	2,965
Recovery Rate Test Trigger {Min(0.35, 0.41 - Max(0, (([A] - [B])/50)/100))}	>= 42.0%
Result	PASS

S&P Weighted Average Recovery Rate - Class A	38.7%
S&P Weighted Average Recovery Rate - Class B	38.7%
S&P Weighted Average Recovery Rate - Class C	38.7%
S&P Weighted Average Recovery Rate - Class D	38.7%
S&P Weighted Average Recovery Rate - Class E	38.7%
S&P Weighted Average Recovery Rate - Class F	38.8%

CCC, Caa and Current Pay Obligations Obligations

Avoca CLO XI Designated Activity Company 31-Oct-2019

Issuer	Security ID	S&P Rating	Moody's Rating	Is CCC Coverage Test	Principal Balance	Market Price	Calculated Market Value	Excess	CCC Adjustment Amount	Par Amount Consideration
Colouroz Investment 1 GMBH - New First Lien Initial Term Loan	LX136879	CCC+	Caa1	Yes	4,205,664.50	81.86%	3,442,631.04	0.00	0.00	CCC/Caa
Novafives SAS - Float - 06/2025	XS1713466149	B	Caa1	Yes	2,000,000.00	82.34%	1,646,780.00	0.00	0.00	CCC/Caa
Sapphire Bidco BV - Second Lien Facility	LX169932	B	Caa2	Yes	1,500,000.00	88.25%	1,323,750.00	0.00	0.00	CCC/Caa
Figaro Bidco Limited - Facility 3 Commitment	LX159482	***	Caa1	Yes	1,000,000.00	99.00%	990,000.00	0.00	0.00	CCC/Caa
Quimper AB - Second Lien Term Loan	LX178843	B	Caa1	Yes	1,000,000.00	99.50%	995,000.00	0.00	0.00	CCC/Caa
AI Alpine AT Bidco - Second Lien Facility	LX176169	B	Caa2	Yes	1,000,000.00	100.00%	1,000,000.00	0.00	0.00	CCC/Caa
Precise Bidco BV - Second Lien Facility	LX179511	B	Caa1	Yes	1,000,000.00	100.50%	1,005,000.00	0.00	0.00	CCC/Caa
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	B	Caa1	Yes	1,125,000.00	102.69%	1,155,240.00	0.00	0.00	CCC/Caa
				Total Balance:	**12,830,664.50**		**11,558,401.04**	**0.00**	**0.00**	

Avoca CLO XI Designated Activity Company 31-Oct-2019

Security	Security ID	Principal Balance	Recovery Amount	Par Value Consideration

There are no Discounted Obligations to report on.

Avoca CLO XI Designated Activity Company 31-Oct-2019

Security	Security ID	Default Date	Principal Balance	Market Price	S&P Recovery Rate	Moody's Recovery Rate	Recovery Amount	Par Value Test Determination

There are no Defaulted Obligations to report on.

Security	Security ID	Maturity Date	Collateral Enhancement Obligation	Collateral Enhancement Strike Price	Collateral Enhancement Value	Collateral Enhancement Size	Exchanged Equity Security	Principal Balance (Base)

There are no Collateral Enhanced or Exchanged Equity Securities to report on.

Avoca CLO XI Designated Activity Company 31-Oct-2019

Issuer Name	Asset Swap Transaction	Interest Rate Hedge	Initial Exchange Date	Final Exchange Date	Amount Receivable	Ccy	Amount Payable	Ccy	Principal Balance (EUR)	Principal Balance (CCY)	Hedge Counterparty Rating	
											S&P LT	Moody's LT
JP Morgan												
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	Yes	No	09-Feb-2017	03-Mar-2024	12,392.35	EUR	16,314.52	GBP	1,513,004.59	1,287,567.00	A+	Aa3
								Total Balance:	**1,513,004.59**			

All the Rating Requirements have been met by the Hedge Counterparties

Avoca CLO XI Designated Activity Company 31-Oct-2019

Security	LXID/ISIN	Trade Date		Par Amount (EUR)	Price (%)	Principal (EUR)	Reason for Trade
Paydown							
Diebold Nixdorf Incorporated - New Euro Term B Loan	LX162900	18-Oct-2019		(20,483.17)	100.00	20,483.17	
Eircom Holdings (Ireland) Limited - New Facility B	LX182609	22-Oct-2019		(979,585.27)	100.00	979,585.27	
Generale De Sante - Facility B1A	LX139313	22-Oct-2019		(234,995.46)	100.00	234,995.46	
Horizon Holdings II SAS - Facility B4	LX164316	07-Oct-2019		(3,129,102.91)	100.00	3,129,102.91	
Horizon Holdings II SAS - Facility B4	LX164316	07-Oct-2019		(2,805,117.19)	100.00	2,805,117.19	
Horizon Holdings II SAS - Facility B4	LX164316	07-Oct-2019		(1,429,415.94)	100.00	1,429,415.94	
Invictus Media S.L.U. - Facility A1 Loan	LX172315	29-Oct-2019		(5,556.15)	100.00	5,556.15	
Invictus Media S.L.U. - Facility A2 Loan	LX174518	29-Oct-2019		(3,486.51)	100.00	3,486.51	
OpenLink International Holdings Inc - Initial Euro Term Loan	LX176858	24-Oct-2019		(2,364,000.00)	100.00	2,364,000.00	
SFR Group SA - Refinancing Term Loan B11	LX162008	31-Oct-2019		(3,196.26)	100.00	3,196.26	
SFR Group SA - Refinancing Term Loan B11	LX162008	31-Oct-2019		(1,134.77)	100.00	1,134.77	
SFR Group SA - Tranche B-12 Loan - Euro	LX169001	15-Oct-2019		(14,375.00)	100.00	14,375.00	
Wall Street Systems Delaware Inc - Initial Euro Term Loan	LX169481	24-Oct-2019		(4,488,197.95)	100.00	4,488,197.95	
Ziggo BV - Retired -Term Loan F	LX159376	28-Oct-2019		(9,000,000.00)	100.00	9,000,000.00	
			Paydown Subtotal:	**(24,478,646.58)**		**24,478,646.58**	
Purchases							
Affidea BV - First Lien Term Loan	LX183459	31-Oct-2019		2,000,000.00	99.75	(1,995,000.00)	
EG Global Finance PLC - 6.25% - 10/2025	XS2065633203	11-Oct-2019		900,000.00	100.00	(900,000.00)	
Finastra Group Holdings Limited - EUR Term Loan B	LX163229	11-Oct-2019		1,000,000.00	99.75	(997,500.00)	
Helios Software Holdings Inc - Term Loan	LX183013	02-Oct-2019		4,500,000.00	99.00	(4,455,000.00)	
LSF10 Edilians Investments Sarl - Term Loan B-2	LX181201	07-Oct-2019		1,500,000.00	100.88	(1,513,125.00)	
Merlin Entertainments PLC - Term Loan B	LX183342	17-Oct-2019		3,000,000.00	99.75	(2,992,500.00)	
Sebia Finance SAS - Term Loan B2	LX168600	17-Oct-2019		1,000,000.00	100.00	(1,000,000.00)	
Summer (BC) Holdco B Sarl - Euro Term Loan	LX183336	23-Oct-2019		1,000,000.00	97.00	(970,000.00)	
Telenet International Finance Sarl - Term Loan AO Facility	LX173750	02-Oct-2019		1,000,000.00	100.25	(1,002,500.00)	
Ziggo BV - Term Loan H	LX183461	17-Oct-2019		7,000,000.00	99.75	(6,982,500.00)	
			Purchases Subtotal:	**22,900,000.00**		**(22,808,125.00)**	
Sales							
Diebold Nixdorf Incorporated - New Euro Term B Loan	LX162900	30-Oct-2019		(1,000,000.00)	92.63	926,250.00	Credit Impaired
			Sales Subtotal:	**(1,000,000.00)**		**926,250.00**	
			Grand Total:	**(2,578,646.58)**		**2,596,771.58**	

Avoca CLO XI Designated Activity Company 01-Nov-2019

Security	LXID/ISIN	Is Cashless Roll?	Trade Date	Par Amount (EUR)	Principal (EUR)	Total Proceeds
Restructures and Cashless Rolls Out						
Infinitas Learning Holding B.V - Infinitas Learning Netherlands BV - Retired Facility B3	LX162255	Yes	29-Oct-2019	(2,665,407.85)	(2,665,407.85)	(2,665,407.85)
LSF10 XL Bidco SCA - Facility B	LX159274	Yes	11-Oct-2019	(4,776,747.03)	(4,776,747.03)	(4,776,747.03)
Quimper AB - Retired Facility B1	LX178841	□e□	01-Oct-2019	(3,576,814.99)	(3,576,814.99)	(3,576,814.99)
Quimper AB - Retired Facility B2	LX179178	Yes	01-Oct-2019	(173,185.01)	(173,185.01)	(173,185.01)
Springer Nature Deutschland GMBH - Retired Initial Term Loan B14	LX176953	Yes	31-Oct-2019	(4,997,574.46)	(4,997,574.46)	(4,997,574.46)
				(16,189,729.34)		
Restructures and Cashless Rolls In						
Infinitas Learning Holding B.V - Infinitas Learning Netherlands BV - Facility B4	LX183288	Yes	29-Oct-2019	2,665,407.85	2,665,407.85	2,665,407.85
LSF10 XL Bidco SCA - Facility B3	LX183051	Yes	11-Oct-2019	4,776,747.03	4,776,747.03	4,776,747.03
Quimper AB - Facility B	LX178841	Yes	01-Oct-2019	173,185.01	173,185.01	173,185.01
Quimper AB - Facility B	LX178841	Yes	01-Oct-2019	3,576,814.99	3,576,814.99	3,576,814.99
Springer Nature Deutschland GMBH - Term Loan B 15	LX183230	Yes	31-Oct-2019	4,997,574.46	4,997,574.46	4,997,574.46
				16,189,729.34		
			Grand Total:	**0.00**		

Securities Sold Detail

Avoca CLO XI Designated Activity Company 31-Oct-2019

Last Month Adjusted Collateral Principal Amount	Result	Requirement	
500,733,745.14 EUR	0.20%	>= 0.00%	PASS

Security	Trade Date	Original Purchase Price	Price	Trade Amount	Reason

Avoca CLO XI Designated Activity Company 31-Oct-2019

Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
General					
AVOCA CLO XI ASSET SWAP	5225659783	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - CAD	5225641248	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - CHF	5225647568	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - DKK	5225642088	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD - EUR	5225649788	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD GBP	5225648268	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD SEK	5225647528	0.00	0.00	0.00	0.00
AVOCA CLO XI FIRST PERIOD USD	5225648408	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC	5225642081	0.00	0.00	0.00	0.00
Avoca CLO XI Limited	5225642080	0.01	0.00	0.01	0.00
Avoca CLO XI Limited	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED - EUR	5225649780	0.01	0.01	0.01	0.01
AVOCA CLO XI LIMITED - CHF	5225647560	0.01	0.01	0.01	0.01
AVOCA CLO XI LIMITED - DKK	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED - DKK	5225642080	0.01	0.00	0.01	0.00
AVOCA CLO XI LIMITED CSH EUR	5225659780	0.00	0.00	0.00	0.00
AVOCA CLO XI LIMITED GBP	5225648260	0.01	0.01	0.01	0.01
AVOCA CLO XI LIMITED USD	5225648400	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC	5225642084	0.00	0.00	0.00	0.00
AVOCA CLO XI PAYMENT ACC - CAD	5225641244	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC - CHF	5225647564	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC - EUR	5225649784	7,250.00	7,500.00	7,250.00	7,500.00
AVOCA CLO XI PAYMENT ACC EUR	5225659784	0.00	0.00	0.00	0.00
AVOCA CLO XI PAYMENT ACC GBP	5225648264	0.01	0.01	0.01	0.01
AVOCA CLO XI PAYMENT ACC USD	5225648404	0.01	0.01	0.01	0.01
AVOCA CLO XI PRINCIPAL AC	5225642082	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL - CAD	5225641249	0.01	0.01	0.01	0.01
AVOCA CLO XI UNFUND REVOL - CHF	5225647569	0.01	0.01	0.01	0.01
AVOCA CLO XI UNFUND REVOL - DKK	5225642089	0.01	0.00	0.01	0.00
AVOCA CLO XI UNFUND REVOL - EUR	5225649789	206,896.55	206,896.55	206,896.55	206,896.55
AVOCA CLO XI UNFUND REVOL GBP	5225648269	0.01	0.01	0.01	0.01
AVOCA CLO XI UNFUND REVOL SEK	5225647529	0.00	0.00	0.00	0.00
AVOCA CLO XI UNFUND REVOL USD	5225648409	0.01	0.01	0.01	0.01
AVOCA CLO XI UNUSED PROCE	5225642083	0.01	0.00	0.01	0.00
AVOCA CLO XI UNUSED PROCE - CAD	5225641243	0.00	0.00	0.00	0.00

Avoca CLO XI Designated Activity Company 31-Oct-2019

Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
AVOCA CLO XI UNUSED PROCE - CHF	5225647563	0.00	0.00	0.00	0.00
AVOCA CLO XI UNUSED PROCE - EUR	5225649783	0.00	0.00	0.00	0.00
AVOCA CLO XI UNUSED PROCE GBP	5225648263	0.00	0.00	0.00	0.00
AVOCA CLO XI UNUSED PROCE USD	5225648403	0.00	0.00	0.00	0.00
Interest					
AVOCA CLO XI INTEREST ACC - CAD	5225641241	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - CHF	5225647561	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC - EUR	5225649781	4,336,529.15	1,271,171.41	4,336,529.15	1,271,171.41
AVOCA CLO XI INTEREST ACC GBP	5225648261	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST ACC USD	5225648401	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - CAD	5225641247	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - CHF	5225647567	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO - DKK	5225642087	0.01	0.00	0.01	0.00
AVOCA CLO XI INTEREST SMO - EUR	5225649787	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO GBP	5225648267	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST SMO USD	5225648407	0.00	0.00	0.00	0.00
Principal					
AVOCA CLO XI COLLECTION A - CAD	5225641245	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - CHF	5225647565	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - DKK	5225642085	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A - EUR	5225649785	0.01	0.01	0.01	0.01
AVOCA CLO XI COLLECTION A GBP	5225648265	0.00	0.00	0.00	0.00
AVOCA CLO XI COLLECTION A USD	5225648405	0.00	0.00	0.00	0.00
AVOCA CLO XI EURO STIF A/C	522564	0.00	0.00	0.00	0.00
AVOCA CLO XI INTEREST STIF A/C - EUR	522564STIF	0.01	0.01	0.01	0.01
AVOCA CLO XI PRINCIPAL AC - CAD	5225641242	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - CHF	5225647562	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL AC - EUR	5225649782	9,239,135.05	11,856,858.84	21,034,645.23	35,394,869.02
AVOCA CLO XI PRINCIPAL AC GBP	5225648262	0.01	0.01	0.01	0.01
AVOCA CLO XI PRINCIPAL AC USD	5225648402	0.00	0.00	0.00	0.00
AVOCA CLO XI PRINCIPAL STIF AC - EUR	522564 P STIF	0.01	0.01	0.01	0.01
Reserve					
AVOCA CLO XI EXPENSE RESE - CAD	5225641246	0.00	0.00	0.00	0.00

Avoca CLO XI Designated Activity Company 31-Oct-2019

Account Name	Account Number	Opening Traded Balance	Closing Traded Balance	Opening Settled Balance	Closing Settled Balance
AVOCA CLO XI EXPENSE RESE - CHF	5225647566	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE - DKK	5225642086	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE - EUR	5225649786	0.01	0.01	0.01	0.01
AVOCA CLO XI EXPENSE RESE GBP	5225648266	0.00	0.00	0.00	0.00
AVOCA CLO XI EXPENSE RESE USD	5225648406	0.00	0.00	0.00	0.00

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Affidea BV - First Lien Term Loan	LX183459	Float	Quarterly	100.25	3.75%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,000,000.00
AI Alpine AT Bidco - Facility B (EUR)	LX176168	Float	Monthly	97.43	3.00%	0.00%	Senior Secured	EUR	Loan	United States	3,000,000.00
AI Alpine AT Bidco - Second Lien Facility	LX176169	Float	Monthly	100.00	8.00%	0.00%	Subordinated	EUR	Loan	United States	1,000,000.00
AI Plex Acquico GMBH - Facility B (EUR)	LX180616	Float	Semi-Annual	94.50	5.00%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
AI Sirona (Luxembourg) Acquisition S.a.r.l. - Facility B (EUR) Loan	LX173638	Float	Monthly	100.44	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
Akita Bidco Sarl - Facility B1	LX174791	Float	Semi-Annual	100.38	4.00%	0.00%	Senior Secured	EUR	Loan	Luxembourg	2,500,000.00
AL-KO VT HOLDING GMBH - REPLACEMENT EURO TERM B-2 LOAN	LX171014	Float	Quarterly	98.04	3.75%	0.00%	Senior Secured	EUR	Loan	United States	773,736.65
Albea Beauty Holdings SARL - Facility B2 (Eur)	LX172002	Float	Semi-Annual	99.36	3.25%	0.00%	Senior Secured	EUR	Loan	France	1,500,000.00
Allnex SARL - Tranche B-1 Term Loan	LX152755	Float	Quarterly	94.70	3.25%	0.00%	Senior Secured	EUR	Loan	Belgium	5,581,507.55
Alpha AB Bidco BV - Facility B Loan	LX175941	Float	Quarterly	92.25	3.75%	0.00%	Senior Secured	EUR	Loan	Netherlands	1,500,000.00
Alpha Bidco SAS - Extended Facility B1	LX173267	Float	Quarterly	99.73	3.00%	0.00%	Senior Secured	EUR	Loan	France	1,721,130.67
Alpha Bidco SAS - Facility B2	LX173765	Float	Quarterly	99.73	3.00%	0.00%	Senior Secured	EUR	Loan	France	778,869.33
Altran Technologies - Facility B (EUR)	LX170900	Float	Quarterly	100.14	2.75%	0.00%	Senior Secured	EUR	Loan	France	1,468,085.11
Andromeda Investissements - Facility B1 Loan	LX179913	Float	Quarterly	101.25	4.75%	0.00%	Senior Secured	EUR	Loan	France	657,170.30
Andromeda Investissements - First Lien Term Loan B2	LX180201	Float	Quarterly	101.25	4.75%	0.00%	Senior Secured	EUR	Loan	France	342,829.70
Antin Amedes Bidco GMBH - Senior Facility B	LX180354	Float	Quarterly	100.81	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	1,500,000.00
Apleona GmbH - Facility B5 - Euro	LX173239	Float	Quarterly	99.50	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	3,571,428.57
Armacell Bidco Luxembourg Sarl - Facility B3	LX161096	Float	Semi-Annual	99.53	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,960,000.00
Assystem Technologies Services - Senior Facility B	LX165539	Float	Quarterly	100.03	4.25%	0.00%	Senior Secured	EUR	Loan	France	2,500,000.00
Auris Luxembourg III SARL - Facility B1	LX174821	Float	Quarterly	99.99	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	2,500,000.00
Avantor Inc - Initial B-2 Euro Term Loan	LX168604	Float	Monthly	101.09	3.25%	0.00%	Senior Secured	EUR	Loan	United States	765,779.29
BCA Marketplace PLC - First Lien Term B-2 Loan	LX181408	Float	Quarterly	99.88	3.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	3,500,000.00
Belron Finance Limited - Initial Euro Term Loan	LX169050	Float	Quarterly	100.38	2.50%	0.00%	Senior Secured	EUR	Loan	United States	1,000,000.00
Beteiligungsgesellschaft Fur Pensionsgelder Und Andere Institutionelle Mittel S.A R.L. - Facility B	LX164184	Float	Quarterly	100.42	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	4,500,000.00
Big White Acquico Gmbh - Facility B	LX157317	Float	Monthly	84.00	4.25%	0.00%	Senior Secured	EUR	Loan	Germany	1,899,244.33
Boluda Towage - Facility B1 Loan	LX182811	Float	Monthly	100.38	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	1,250,000.00
CAB - Facility B	LX164386	Float	Quarterly	100.13	4.00%	0.00%	Senior Secured	EUR	Loan	France	4,000,000.00
Canyon Valor Companies Inc - First Lien Euro Term B Loan	LX167640	Float	Quarterly	100.06	3.00%	0.00%	Senior Secured	EUR	Loan	United States	1,960,000.00
Capri Acquisitions BidCo Limited - Initial Euro Term Loan	LX168740	Float	Quarterly	99.32	3.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	4,000,000.00
Casper Bidco SAS - Facility B1A	LX181309	Float	Quarterly	100.93	4.75%	0.00%	Senior Secured	EUR	Loan	France	1,000,000.00
Cassini SAS - First Lien Term Loan B	LX178115	Float	Quarterly	100.41	4.00%	0.00%	Senior Secured	EUR	Loan	France	2,750,000.00
Catalent Pharma Solutions Inc - 1st Lien EUR Term Loan	LX137091	Float	Monthly	100.70	1.75%	1.00%	Senior Secured	EUR	Loan	United States	4,896,700.99
Ceva Sante Animale - Term Loan	LX179210	Float	Quarterly	100.23	4.75%	0.00%	Senior Secured	EUR	Loan	France	4,750,000.00
Chemours Company (The) - TRANCHE B-2 EURO Term loan Loan	LX172376	Float	Quarterly	97.05	2.00%	0.50%	Senior Secured	EUR	Loan	United States	4,939,526.40
Cheplapharm Arzneimittel GmbH - Facility B3	LX180755	Float	Quarterly	100.70	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
Cidron Atrium SE - Facility B	LX171119	Float	Semi-Annual	97.25	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,000,000.00
Cirsa Finance Inter - Float - 09/2025	XS2033245023	Float	Quarterly	100.90	3.63%	0.00%	Senior Secured	EUR	Bond	Spain	700,000.00
Claudius Finance SARL - Facility B5	LX162213	Float	Semi-Annual	99.83	3.00%	0.00%	Senior Secured	EUR	Loan	France	1,271,982.76
Claudius Finance SARL - Facility B6	LX162214	Float	Quarterly	99.83	3.00%	0.00%	Senior Secured	EUR	Loan	France	353,017.24
Coherent Holding Gmbh - Euro Term Loan	LX153899	Float	Quarterly	100.63	2.00%	0.75%	Senior Secured	EUR	Loan	United States	544,626.87
Colouroz Investment 1 GMBH - New First Lien Initial Term Loan	LX136879	Float	Quarterly	81.86	3.00%	0.75%	Senior Secured	EUR	Loan	Germany	4,205,664.50

Avoca CLO XI Designated Activity Company 31-Oct-2019

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Corialis Group Limited - New Term Loan B-1	LX159920	Float	Quarterly	99.70	3.25%	0.00%	Senior Secured	EUR	Loan	Belgium	3,375,000.00
Coty BV - Term B EUR Loan	LX172439	Float	Monthly	97.98	2.50%	0.00%	Senior Secured	EUR	Loan	United States	6,902,575.43
CTC AcquiCo GmbH - Facility B1	LX169716	Float	Quarterly	99.14	2.50%	0.00%	Senior Secured	EUR	Loan	Germany	3,658,267.73
Delachaux Group - Facility B1	LX179351	Float	Quarterly	99.84	3.75%	0.00%	Senior Secured	EUR	Loan	France	2,500,000.00
DexKo Global Inc - Replacement Euro Term B-1 Loan	LX170821	Float	Quarterly	98.04	3.75%	0.00%	Senior Secured	EUR	Loan	United States	1,934,351.73
Diamond (BC) BV - Initial Euro Term Loan	LX167195	Float	Quarterly	94.45	3.25%	0.00%	Senior Secured	EUR	Loan	United States	3,674,500.63
Diaverum Sarl - Facility B	LX164119	Float	Semi-Annual	98.89	3.25%	0.00%	Senior Secured	EUR	Loan	Sweden	5,000,000.00
Diebold Nixdorf Incorporated - New Euro Term B Loan	LX162900	Float	Monthly	92.64	3.00%	0.00%	Senior Secured	EUR	Loan	United States	924,345.09
DIOCLE SPA - Float - 06/2026	XS2015218584	Float	Quarterly	100.51	3.88%	0.00%	Senior Secured	EUR	Bond	Italy	1,000,000.00
Dorna Sports SL - B2 Euro Term Loan	LX161739	Float	Semi-Annual	99.31	2.75%	0.00%	Senior Secured	EUR	Loan	Spain	1,826,253.74
Eagle Int GLO / Ruyi US FI - 5.375% - 05/2023	XS1713464953	Fixed	Semi-Annual	84.06	5.38%	N/A	Senior Secured	EUR	Bond	Netherlands	1,310,000.00
EG Finco Limited - Term B1	LX171054	Float	Quarterly	96.54	4.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	4,442,503.02
EG Global Finance PLC - 6.25% - 10/2025	XS2065633203	Fixed	Semi-Annual	103.10	6.25%	N/A	Senior Secured	EUR	Bond	United Kingdom	900,000.00
Eircom Holdings (Ireland) Limited - New Facility B	LX182609	Float	Monthly	100.09	3.25%	0.00%	Senior Secured	EUR	Loan	Ireland	4,058,281.85
Elsan SAS - Facility B3	LX180839	Float	Monthly	100.41	3.50%	0.00%	Senior Secured	EUR	Loan	France	3,125,000.00
EP BCo S.A. - Facility B	LX180474	Float	Semi-Annual	100.13	4.25%	0.00%	Senior Secured	EUR	Loan	Luxembourg	1,000,000.00
EP BCo S.A. - Second Lien Facility Loan	LX180476	Float	Semi-Annual	99.88	7.75%	0.00%	Subordinated	EUR	Loan	Luxembourg	1,000,000.00
Etraveli Group Holding AB - Facility B	LX181750	Float	Quarterly	99.91	4.25%	0.00%	Senior Secured	EUR	Loan	Sweden	1,000,000.00
Euskaltel SA - Facility B4	LX169397	Float	Quarterly	100.00	2.75%	0.00%	Senior Secured	EUR	Loan	Spain	1,000,000.00
Everest Bidco SAS - Facility B Loan	LX173775	Float	Quarterly	98.75	4.00%	0.00%	Senior Secured	EUR	Loan	France	2,500,000.00
Evergood 4 APS - Facility B1E Loan	LX169648	Float	Quarterly	99.04	3.25%	0.00%	Senior Secured	EUR	Loan	Denmark	4,685,327.96
Evergood 4 APS - Term Loan Eur B2	LX175202	Float	Quarterly	99.95	3.75%	0.00%	Senior Secured	EUR	Loan	Denmark	999,999.99
Excelitas Technologies Corp - First Lien Initial Euro Term Loan	LX169511	Float	Quarterly	99.34	3.50%	0.00%	Senior Secured	EUR	Loan	United States	2,947,500.00
Figaro Bidco Limited - Facility 3 Commitment	LX159482	Float	Monthly	99.00	6.50%	0.00%	Subordinated	EUR	Loan	United Kingdom	1,000,000.00
Figaro Bidco Limited - Facility B4	LX159294	Float	Monthly	99.85	3.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	3,213,367.61
Financial & Risk US Holdings Inc - Initial Euro Term Loan	LX174545	Float	Quarterly	100.95	4.00%	0.00%	Senior Secured	EUR	Loan	United States	4,962,500.00
Financiere Colisee - Facility B	LX179014	Float	Quarterly	100.75	4.00%	0.00%	Senior Secured	EUR	Loan	France	1,250,000.00
Financiere PAX SAS - Facility B1	LX181236	Float	Monthly	100.13	4.75%	0.00%	Senior Secured	EUR	Loan	France	1,000,000.00
Financiere Verdi I SAS - New Facility B	LX160780	Float	Quarterly	100.27	3.50%	0.00%	Senior Secured	EUR	Loan	France	1,750,000.00
Finastra Group Holdings Limited - EUR Term Loan B	LX163229	Float	Quarterly	99.35	3.00%	1.00%	Senior Secured	EUR	Loan	United Kingdom	2,862,092.73
FIRE BC SPA - Float - 09/2024	XS1883354976	Float	Quarterly	99.43	4.75%	0.00%	Senior Secured	EUR	Bond	Italy	1,250,000.00
Flamingo LUX II - Senior Facility B3	LX153737	Float	Quarterly	99.80	3.00%	0.00%	Senior Secured	EUR	Loan	France	5,000,000.00
Fugue Finance B. V. - Initial Euro Term Loan (First Lien)	LX165624	Float	Quarterly	99.26	3.25%	0.00%	Senior Secured	EUR	Loan	United States	7,000,000.00
GALAXY BIDCO LTD - Float - 07/2026	XS2028892045	Float	Quarterly	100.05	5.00%	0.00%	Senior Secured	EUR	Bond	United Kingdom	1,000,000.00
Galileo Global Education Finance Sarl - Additional Facility 2	LX173749	Float	Semi-Annual	100.16	3.25%	0.00%	Senior Secured	EUR	Loan	France	2,000,000.00
Gamenet Group spa - Float - 04/2023.	XS1811351821	Float	Quarterly	101.49	3.75%	0.00%	Senior Secured	EUR	Bond	Italy	2,000,000.00
Generale De Sante - Facility B1A	LX139313	Float	Quarterly	100.78	3.13%	0.00%	Senior Secured	EUR	Loan	France	5,265,004.54
Genesis Care Finance PTY LTD - Facility B2	LX176262	Float	Quarterly	100.63	3.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Getty Images Inc - Initial Euro Term Loan	LX178593	Float	Monthly	99.33	5.00%	0.00%	Senior Secured	EUR	Loan	United States	1,000,000.00
GHD Verwaltung Gesundheits GMBH Deutschland - Facility B	LX181787	Float	Monthly	100.10	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	1,000,000.00
Greeneden US Holdings II LLC - Tranche B-3 Euro Term Loan	LX171646	Float	Quarterly	99.63	3.50%	0.00%	Senior Secured	EUR	Loan	United States	4,263,930.29
Greenrock Midco Limited - Initial Euro Term Loan B	LX164898	Float	Quarterly	100.04	3.25%	0.00%	Senior Secured	EUR	Loan	United States	3,500,000.00

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Guadarrama Proyectos Educativos SL - Facility B	LX180652	Float	Semi-Annual	100.03	4.25%	0.00%	Senior Secured	EUR	Loan	Spain	1,000,000.00
GVC Holdings Plc - Facility B3 (EUR)	LX182631	Float	Semi-Annual	100.02	2.50%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Helios Software Holdings Inc - Term Loan	LX183013	Float	Quarterly	98.25	4.25%	0.00%	Senior Secured	EUR	Loan	United States	4,500,000.00
Hexion Inc - Euro Term Loan	LX180931	Float	Quarterly	99.31	4.00%	0.00%	Senior Secured	EUR	Loan	United States	1,000,000.00
HNVR Holdco Limited - Facility B	LX152965	Float	Semi-Annual	99.83	4.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,227,346.94
HomeVI - Senior Facility B	LX168858	Float	Quarterly	100.08	3.00%	0.00%	Senior Secured	EUR	Loan	France	1,500,000.00
I-Logic Technologies Bidco Limited - Initial Euro Term Loan	LX176277	Float	Quarterly	100.25	3.00%	1.00%	Senior Secured	EUR	Loan	United Kingdom	1,927,136.53
IGT Holding IV AB - Facility B1	LX167063	Float	Quarterly	99.72	3.75%	0.00%	Senior Secured	EUR	Loan	Sweden	2,500,000.00
Ineos Finance PLC - 2024 Euro Term Loan	LX169196	Float	Monthly	98.43	2.00%	0.50%	Senior Secured	EUR	Loan	Switzerland	9,825,000.00
Ineos Styrolution Group GmbH - New 2024 Euro Term Loan	LX169498	Float	Quarterly	100.24	2.00%	0.50%	Senior Secured	EUR	Loan	United Kingdom	975,143.53
Infinitas Learning Holding B.V - Infinitas Learning Netherlands BV - Facility B4	LX183288	Float	Quarterly	99.23	4.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,665,407.85
Infor (US), Inc. (fka Lawson Software Inc.) - Euro Tranche B-2 Term Loan	LX169633	Float	Quarterly	100.11	2.25%	1.00%	Senior Secured	EUR	Loan	United States	4,639,581.79
Informatica LLC - Euro Term B-1 Loan	LX170850	Float	Quarterly	100.54	3.50%	0.00%	Senior Secured	EUR	Loan	United States	1,921,495.35
INO Holdco Sarl - Facility B2	LX161579	Float	Quarterly	98.42	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	1,375,000.00
Inovyn Finance PLC - 2025 TRANCHE B EURO TERM LOAN	LX176749	Float	Quarterly	99.96	2.00%	0.50%	Senior Secured	EUR	Loan	United Kingdom	1,231,320.31
Inspired Finco Holdings Limited - Facility B (EUR)	LX176876	Float	Semi-Annual	100.29	3.50%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,000,000.00
International Park Holdings B.V. - Facility B	LX164876	Float	Semi-Annual	99.28	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	2,000,000.00
Invictus Media S.L.U. - Facility A1 Loan	LX172315	Float	Semi-Annual	100.13	4.00%	0.00%	Senior Secured	EUR	Loan	Spain	839,295.59
Invictus Media S.L.U. - Facility A2 Loan	LX174518	Float	Semi-Annual	100.13	4.00%	0.00%	Senior Secured	EUR	Loan	Spain	526,661.75
Ion Trading Finance Limited - Initial Euro Term Loan	LX173675	Float	Quarterly	96.48	3.25%	1.00%	Senior Secured	EUR	Loan	Ireland	5,828,002.25
IQVIA Inc - TERM B-1 EUR	LX160895	Float	Quarterly	100.14	2.00%	0.00%	Senior Secured	EUR	Loan	United States	4,488,347.78
IQVIA Inc - Term B-2 Euro Loan	LX173965	Float	Monthly	100.13	2.00%	0.00%	Senior Secured	EUR	Loan	United States	987,500.00
Irel AcquiCo GmbH - Facility B1 (Eur) Loan	LX179376	Float	Quarterly	100.50	3.75%	0.00%	Senior Secured	EUR	Loan	Germany	4,000,000.00
Itiviti Group AB - Facility B	LX171300	Float	Quarterly	100.04	4.50%	0.00%	Senior Secured	EUR	Loan	Sweden	1,500,000.00
IVC Acquisition Ltd - Facility B2	LX178439	Float	Quarterly	100.44	4.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,500,000.00
Jade Germany GmbH - Initial Euro Term Loan	LX162763	Float	Quarterly	91.50	4.75%	1.00%	Senior Secured	EUR	Loan	Germany	1,588,437.50
Kapla Holding - Facility B	LX171257	Float	Monthly	100.00	3.50%	0.00%	Senior Secured	EUR	Loan	France	1,500,000.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B1	LX159199	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	186,455.10
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B2	LX160534	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	892,080.24
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B3	LX160535	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	846,198.63
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B4	LX160536	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,355,356.22
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B5	LX160537	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	308,891.23
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B6	LX160538	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	165,913.73
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B7	LX160539	Float	Quarterly	88.45	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,007,493.15
Kiwi VFS SUB II Sarl - Facility B2 Loan	LX165185	Float	Quarterly	100.02	3.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Kraton Polymers Holdings BV - Euro Replacement Term Loan	LX171690	Float	Quarterly	99.65	2.00%	0.75%	Senior Secured	EUR	Loan	United States	2,335,164.84
LABL Inc - Initial Euro Term Loan	LX180858	Float	Monthly	99.50	5.00%	0.00%	Senior Secured	EUR	Loan	United States	2,500,000.00
Lary 4 AB - New Facility B	LX154407	Float	Monthly	99.88	3.25%	0.00%	Senior Secured	EUR	Loan	Sweden	4,000,000.00
Lernen Bidco Limited - Facility B1 EUR	LX177087	Float	Quarterly	100.91	4.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,449,452.79
LSF10 Edilians Investments Sarl - Term Loan B-2	LX181201	Float	Quarterly	100.19	4.25%	0.00%	Senior Secured	EUR	Loan	Belgium	1,500,000.00
LSF10 XL BIdco SCA - Facility B3	LX183051	Float	Quarterly	97.48	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	4,776,747.03

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Luxembourg Inv CO 298 Sarl - Facility B (EUR) Loan	LX182955	Float	Monthly	100.06	3.50%	0.00%	Senior Secured	EUR	Loan	Norway	1,000,000.00
Markermeer Finance B.V. - Facility B EUR	LX182301	Float	Semi-Annual	100.13	4.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	1,250,000.00
Mascot Bidco Oy - Facility B	LX177740	Float	Quarterly	99.54	4.50%	0.00%	Senior Secured	EUR	Loan	Finland	2,500,000.00
Matterhorn Telecom SA - Facility B Loan	LX182622	Float	Quarterly	100.63	3.50%	0.00%	Senior Secured	EUR	Loan	Switzerland	1,000,000.00
Merlin Entertainments PLC - Term Loan B	LX183342	Float	Quarterly	100.42	3.00%	0.00%	Senior Secured	EUR	Loan	Luxembourg	3,000,000.00
Minimax Viking GmbH (fka MX Mercury Beteiligungen GmbH) - Facility B2C	LX174100	Float	Monthly	100.63	3.25%	0.00%	Senior Secured	EUR	Loan	Germany	3,804,027.63
MM Holdphone - Term B1	LX179643	Float	Semi-Annual	99.90	3.25%	0.00%	Senior Secured	EUR	Loan	Spain	1,293,103.45
MM Holdphone - Term B2	LX180702	Float	Semi-Annual	99.90	3.25%	0.00%	Senior Secured	EUR	Loan	Spain	206,896.55
NEP Europe Finco BV - Initial Euro Term Loan	LX176184	Float	Quarterly	99.22	3.50%	0.00%	Senior Secured	EUR	Loan	United States	1,985,000.00
NewCo Sab Bidco - Facility B	LX161320	Float	Quarterly	99.58	3.00%	0.00%	Senior Secured	EUR	Loan	France	5,250,000.00
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	Fixed	Semi-Annual	102.69	5.38%	N/A	Senior Unsecured	EUR	Bond	France	1,125,000.00
Nidda Healthcare Holding AG - Facility B1 EUR	LX168674	Float	Quarterly	100.03	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	2,245,360.07
Nidda Healthcare Holding AG - Facility B2	LX168991	Float	Quarterly	100.03	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	1,300,892.85
Nidda Healthcare Holding AG - Facility C EURO	LX173581	Float	Quarterly	100.03	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	4,203,747.08
Novafives SAS - Float - 06/2025	XS1713466149	Float	Quarterly	82.34	4.50%	0.00%	Senior Secured	EUR	Bond	France	2,000,000.00
Oberthur Technologies SA - Facility B	LX168948	Float	Quarterly	96.44	3.75%	0.00%	Senior Secured	EUR	Loan	France	3,250,000.00
Obol France 3 SAS - Term Loan B	LX161834	Float	Semi-Annual	83.70	3.50%	0.00%	Senior Secured	EUR	Loan	France	7,300,891.55
Orbiter International S.a r.l. - Facility B1	LX166427	Float	Quarterly	99.80	3.25%	0.00%	Senior Secured	EUR	Loan	Switzerland	1,500,000.00
Pacific BC Topco 5 Limited - Facility B3	LX177038	Float	Quarterly	91.52	4.50%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Peer Holding III BV - Facility B	LX171259	Float	Quarterly	99.65	3.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	5,509,615.38
Perstorp Holding AB - Facility B (Euro) Loan	LX179368	Float	Quarterly	94.83	4.75%	0.00%	Senior Secured	EUR	Loan	Sweden	2,000,000.00
Petrus Bidco BV - Facility B	LX165609	Float	Quarterly	98.60	3.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,500,000.00
PI UK Holdco II Limited - Facility B2	LX169668	Float	Monthly	99.52	3.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Picard Groupe SAS - Float - 11/2023	XS1733942178	Float	Quarterly	94.99	3.00%	0.00%	Senior Secured	EUR	Bond	France	2,500,000.00
Piolin Bidco SAU - Facility B1 Loan	LX182958	Float	Semi-Annual	99.75	3.75%	0.00%	Senior Secured	EUR	Loan	Spain	2,000,000.00
Platin 1426 Gmbh - 5.375% - 06/2023	XS1735583095	Fixed	Semi-Annual	94.05	5.38%	N/A	Senior Secured	EUR	Bond	Germany	833,000.00
Platin 1426 Gmbh - 6.875% - 06/2023	XS1862511729	Fixed	Semi-Annual	94.05	6.88%	N/A	Senior Secured	EUR	Bond	Germany	167,000.00
Precise Bidco BV - Facility B1 Loan	LX179510	Float	Quarterly	100.83	4.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	1,250,000.00
Precise Bidco BV - Second Lien Facility	LX179511	Float	Quarterly	100.50	7.50%	0.00%	Subordinated	EUR	Loan	Netherlands	1,000,000.00
Premier Lotteries Ireland DAC - Term Loan B	LX166130	Float	Quarterly	99.17	3.50%	0.00%	Senior Secured	EUR	Loan	Ireland	3,917,600.00
Quimper AB - Facility B	LX178841	Float	Quarterly	99.63	4.25%	0.00%	Senior Secured	EUR	Loan	Sweden	3,750,000.00
Quimper AB - Second Lien Term Loan	LX178843	Float	Semi-Annual	99.50	8.25%	0.00%	Subordinated	EUR	Loan	Sweden	1,000,000.00
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	LX159835	Float	Quarterly	96.83	3.55%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,513,004.59
Roy Bidco ApS - Facility B1	LX167672	Float	Quarterly	97.00	3.25%	0.00%	Senior Secured	EUR	Loan	Denmark	1,000,000.00
Rubix Group Finco Limited - Additional facility	LX176809	Float	Semi-Annual	98.75	4.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,000,000.00
Rubix Group Finco Limited - Facility B1	LX176809	Float	Semi-Annual	98.75	4.00%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,500,000.00
Saphilux Sarl - Facility B EUR	LX171605	Float	Semi-Annual	97.00	3.75%	0.00%	Senior Secured	EUR	Loan	Luxembourg	2,000,000.00
Sapphire Bidco BV - Facility B (First Lien)	LX169930	Float	Quarterly	90.19	3.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	4,500,000.00
Sapphire Bidco BV - Second Lien Facility	LX169932	Float	Quarterly	88.25	6.88%	0.00%	Subordinated	EUR	Loan	Netherlands	1,500,000.00
Sebia Finance SAS - Term Loan B2	LX168600	Fixed	Quarterly	100.88	3.00%	N/A	Senior Secured	EUR	Loan	France	1,000,000.00
Sector Alarm Holding AS - Facility B Loan	LX180653	Float	Quarterly	100.55	3.50%	0.00%	Senior Secured	EUR	Loan	Sweden	1,250,000.00

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
SFR Group SA - Refinancing Term Loan B11	LX162008	Float	Quarterly	98.14	3.00%	0.00%	Senior Secured	EUR	Loan	France	1,689,101.76
SFR Group SA - Tranche B-12 Loan - Euro	LX169001	Float	Quarterly	98.15	3.00%	0.00%	Senior Secured	EUR	Loan	France	5,635,000.00
Shilton Bidco Limited - 2018 Additional Facility B1	LX166008	Float	Quarterly	99.29	3.25%	0.00%	Senior Secured	EUR	Loan	United Kingdom	3,000,000.00
Siaci Saint Honore - Facility B	LX174826	Float	Quarterly	99.47	4.75%	0.00%	Senior Secured	EUR	Loan	France	2,000,000.00
Sigma Bidco BV - Facility B1	LX171809	Float	Quarterly	98.34	3.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	5,500,000.00
Sigma Holdco BV - 5.75% - 05/2026	XS1813504666	Fixed	Semi-Annual	95.12	5.75%	N/A	Senior Unsecured	EUR	Bond	Netherlands	2,000,000.00
Silk Bidco AS - Facility B Loan	LX171110	Float	Semi-Annual	99.55	3.50%	0.00%	Senior Secured	EUR	Loan	Norway	1,500,000.00
Solenis International LP - Initial Euro Term Loan	LX173978	Float	Quarterly	98.19	4.25%	0.50%	Senior Secured	EUR	Loan	United States	2,481,155.78
Solera LLC - Euro Term Loan	LX151195	Float	Monthly	100.11	3.25%	0.00%	Senior Secured	EUR	Loan	United States	6,941,674.16
Springer Nature Deutschland GMBH - Term Loan B15	LX183230	Float	Monthly	99.81	3.25%	0.50%	Senior Secured	EUR	Loan	Germany	4,997,574.46
Starfruit Finco BV - Initial Euro Term Loan	LX175816	Float	Quarterly	99.73	3.75%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,500,000.00
Stars Group Holdings BV - Euro Term Loan	LX174019	Float	Quarterly	100.85	3.75%	0.00%	Senior Secured	EUR	Loan	Canada	1,500,000.00
Stella Group - Facility B	LX181049	Float	Semi-Annual	100.03	3.75%	0.00%	Senior Secured	EUR	Loan	France	1,000,000.00
Stonepeak Spear Newco (UK) Ltd - Facility B	LX169939	Float	Monthly	98.63	3.50%	0.00%	Senior Secured	EUR	Loan	United Kingdom	2,500,000.00
Summer (BC) Holdco B Sarl - Euro Term Loan	LX183336	Float	Quarterly	96.78	5.00%	0.00%	Senior Secured	EUR	Loan	Luxembourg	1,000,000.00
Sunshine Luxembourg VII SARL - Facility B2	LX181415	Float	Quarterly	100.01	3.75%	0.00%	Senior Secured	EUR	Loan	United States	1,000,000.00
Swissport Financing Sarl - Initial Term Loan	LX182055	Float	Quarterly	100.04	4.75%	0.00%	Senior Secured	EUR	Loan	Switzerland	1,000,000.00
Synlab Bondco Plc - Float 3.5% - 07/2022	XS1516322200	Float	Quarterly	100.16	3.50%	0.00%	Senior Secured	EUR	Bond	France	1,870,000.00
Synlab Bondco Plc - Term Facility Loan (EUR)	LX180968	Float	Semi-Annual	100.22	3.75%	0.00%	Senior Secured	EUR	Loan	France	1,500,000.00
Tackle Sarl - Incremental Facility	LX181921	Float	Quarterly	100.31	4.00%	0.00%	Senior Secured	EUR	Loan	Germany	2,000,000.00
Taurus Midco Limited - Facility B1	LX167631	Float	Quarterly	93.75	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	219,938.38
Taurus Midco Limited - Facility B2	LX169008	Float	Quarterly	93.75	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	513,664.47
Taurus Midco Limited - Facility B3	LX169009	Float	Quarterly	93.75	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	859,387.15
Taurus Midco Limited - Facility B4	LX169010	Float	Quarterly	93.75	3.50%	0.00%	Senior Secured	EUR	Loan	Spain	407,010.00
TDC AS - Term B3	LX173747	Float	Monthly	100.14	2.75%	0.00%	Senior Secured	EUR	Loan	Denmark	6,145,575.19
Techem Verwaltungsgesellschaft 675 mbH - New facility B3	LX181710	Float	Quarterly	100.35	3.50%	0.00%	Senior Secured	EUR	Loan	Germany	3,696,798.06
Telenet International Finance Sarl - Term Loan AO Facility	LX173750	Float	Semi-Annual	100.42	2.50%	0.00%	Senior Secured	EUR	Loan	Belgium	1,000,000.00
Terveys- ja hoivapalvelut Suomi Oy - Facility B	LX174529	Float	Quarterly	100.79	4.25%	0.00%	Senior Secured	EUR	Loan	Finland	2,500,000.00
THREEAB OPITIQUE DV - Euribor- 10/2023	XS1577948687	Float	Quarterly	100.19	4.13%	0.00%	Senior Secured	EUR	Bond	France	2,828,571.42
Trivium Packaging Inc - Float - 08/2026	XS2034069836	Float	Quarterly	101.13	3.75%	0.00%	Senior Secured	EUR	Bond	Netherlands	500,000.00
Unifin - Facility B	LX176360	Float	Quarterly	99.53	3.25%	0.00%	Senior Secured	EUR	Loan	France	1,000,000.00
Unilabs Diagnostics AB - Facility B2	LX161584	Float	Semi-Annual	99.59	3.00%	0.00%	Senior Secured	EUR	Loan	Switzerland	5,250,000.00
Unit 4 NV - Facility B3	LX181775	Float	Monthly	99.00	4.50%	0.00%	Senior Secured	EUR	Loan	Netherlands	2,981,452.74
United Group BV - ADRBID 4.125% 05/15/2025	XS1843437200	Float	Quarterly	100.02	4.13%	0.00%	Senior Secured	EUR	Bond	Slovenia	2,500,000.00
Valeo F1 Company Limited - EUR Term Loan	LX167793	Float	Quarterly	99.34	3.75%	0.00%	Senior Secured	EUR	Loan	Ireland	2,000,000.00
Verisure Holding AB - Facility B1E	LX164262	Float	Quarterly	99.47	3.00%	0.00%	Senior Secured	EUR	Loan	Sweden	8,500,000.00
Veritas US Inc - First Lien Term Loan B	LX165579	Float	Quarterly	95.01	4.50%	1.00%	Senior Secured	EUR	Loan	United States	2,676,640.63
Vistra Group Holdings (BVI) II Limited – Stiphout Finance BV - First Lien Repriced Euro Term Loan	LX146618	Float	Monthly	98.04	3.25%	0.00%	Senior Secured	EUR	Loan	Netherlands	969,697.63
VUE INTERNATIONAL BIDCO PLC - Facility B1 Loan	LX180927	Float	Quarterly	100.50	4.75%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,059,491.98
VUE INTERNATIONAL BIDCO PLC - Facility B2	LX181243	Float	Quarterly	100.50	4.75%	0.00%	Senior Secured	EUR	Loan	United Kingdom	190,508.02
WowMidco SAS - Euro Term Loan	LX181920	Float	Quarterly	100.06	3.50%	0.00%	Senior Secured	EUR	Loan	France	3,500,000.00

Avoca CLO XI Designated Activity Company 31-Oct-2019

Issuer Name	LXID / CUSIP / ISIN	Rate Option	Payment Frequency	Market Price (%)	Net Spread	LIBOR Floor	Seniority	Currency	Asset Type	Country of Domicile	Principal Balance
Zephyr Bidco Limited - Facility B2	LX173851	Float	Quarterly	98.38	3.50%	0.00%	Senior Secured	EUR	Loan	United Kingdom	1,500,000.00
ZF Bidco - Senior Facility B	LX162576	Float	Quarterly	100.63	3.75%	0.00%	Senior Secured	EUR	Loan	France	3,000,000.00
Ziggo BV - Term Loan H	LX183461	Float	Quarterly	99.46	3.00%	0.00%	Senior Secured	EUR	Loan	Netherlands	7,000,000.00
										Total Balance:	**488,909,913.72**

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Affidea BV - First Lien Term Loan	LX183459	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
AI Alpine AT Bidco - Facility B (EUR)	LX176168	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
AI Alpine AT Bidco - Second Lien Facility	LX176169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
AI Plex Acquico GMBH - Facility B (EUR)	LX180616	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
AI Sirona (Luxembourg) Acquisition S.a.r.l. - Facility B (EUR) Loan	LX173638	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Akita Bidco Sarl - Facility B1	LX174791	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
AL-KO VT HOLDING GMBH - REPLACEMENT EURO TERM B-2 LOAN	LX171014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	773,736.65
Albea Beauty Holdings SARL - Facility B2 (Eur)	LX172002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Allnex SARL - Tranche B-1 Term Loan	LX152755	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,581,507.55
Alpha AB Bidco BV - Facility B Loan	LX175941	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Alpha Bidco SAS - Extended Facility B1	LX173267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,721,130.67
Alpha Bidco SAS - Facility B2	LX173765	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	778,869.33
Altran Technologies - Facility B (EUR)	LX170900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,468,085.11
Andromeda Investissements - Facility B1 Loan	LX179913	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	657,170.30
Andromeda Investissements - First Lien Term Loan B2	LX180201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	342,829.70
Antin Amedes Bidco GMBH - Senior Facility B	LX180354	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Apleona GmbH - Facility B5 - Euro	LX173239	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,571,428.57
Armacell Bidco Luxembourg Sarl - Facility B3	LX161096	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,960,000.00
Assystem Technologies Services - Senior Facility B	LX165539	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Auris Luxembourg III SARL - Facility B1	LX174821	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Avantor Inc - Initial B-2 Euro Term Loan	LX168604	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	765,779.29
BCA Marketplace PLC - First Lien Term B-2 Loan	LX181408	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500,000.00
Belron Finance Limited - Initial Euro Term Loan	LX169050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Beteiligungsgesellschaft Fur Pensionsgelder Und Andere Institutionelle Mittel S .A R.L. - Facility B	LX164184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,500,000.00
Big White Acquico Gmbh - Facility B	LX157317	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,899,244.33
Boluda Towage - Facility B1 Loan	LX182811	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
CAB - Facility B	LX164386	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Canyon Valor Companies Inc - First Lien Euro Term B Loan	LX167640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,960,000.00
Capri Acquisitions BidCo Limited - Initial Euro Term Loan	LX168740	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Casper Bidco SAS - Facility B1A	LX181309	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Cassini SAS - First Lien Term Loan B	LX178115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,750,000.00
Catalent Pharma Solutions Inc - 1st Lien EUR Term Loan	LX137091	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,896,700.99
Ceva Sante Animale - Term Loan	LX179210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,750,000.00
Chemours Company (The) - TRANCHE B-2 EURO Term loan Loan	LX172376	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,939,526.40
Cheplapharm Arzneimittel GmbH - Facility B3	LX180755	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Cidron Atrium SE - Facility B	LX171119	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Cirsa Finance Inter - Float - 09/2025	XS2033245023	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	700,000.00
Claudius Finance SARL - Facility B5	LX162213	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,271,982.76
Claudius Finance SARL - Facility B6	LX162214	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	353,017.24
Coherent Holding Gmbh - Euro Term Loan	LX153899	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	544,626.87
Colouroz Investment 1 GMBH - New First Lien Initial Term Loan	LX136879	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,205,664.50
Corialis Group Limited - New Term Loan B-1	LX159920	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,375,000.00
Coty BV - Term B EUR Loan	LX172439	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,902,575.43
CTC AcquiCo GmbH - Facility B1	LX169716	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,658,267.73
Delachaux Group - Facility B1	LX179351	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
DexKo Global Inc - Replacement Euro Term B-1 Loan	LX170821	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,934,351.73
Diamond (BC) BV - Initial Euro Term Loan	LX167195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,674,500.63
Diaverum Sarl - Facility B	LX164119	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000,000.00
Diebold Nixdorf Incorporated - New Euro Term B Loan	LX162900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	924,345.09
DIOCLE SPA - Float - 06/2026	XS2015218584	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Dorna Sports SL - B2 Euro Term Loan	LX161739	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,826,253.74
Eagle Int GLO / Ruyi US FI - 5.375% - 05/2023	XS1713464953	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,310,000.00
EG Finco Limited - Term B1	LX171054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,442,503.02
EG Global Finance PLC - 6.25% - 10/2025	XS2065633203	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	900,000.00
Eircom Holdings (Ireland) Limited - New Facility B	LX182609	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,058,281.85
Elsan SAS - Facility B3	LX180839	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,125,000.00
EP BCo S.A. - Facility B	LX180474	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
EP BCo S.A. - Second Lien Facility Loan	LX180476	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Etraveli Group Holding AB - Facility B	LX181750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Euskaltel SA - Facility B4	LX169397	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Everest Bidco SAS - Facility B Loan	LX173775	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Evergood 4 APS - Facility B1E Loan	LX169648	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,685,327.96
Evergood 4 APS - Term Loan Eur B2	LX175202	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	999,999.99
Excelitas Technologies Corp - First Lien Initial Euro Term Loan	LX169511	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,947,500.00
Figaro Bidco Limited - Facility 3 Commitment	LX159482	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Figaro Bidco Limited - Facility B4	LX159294	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,213,367.61
Financial & Risk US Holdings Inc - Initial Euro Term Loan	LX174545	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,962,500.00
Financiere Colisee - Facility B	LX179014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Financiere PAX SAS - Facility B1	LX181236	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Financiere Verdi I SAS - New Facility B	LX160780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,750,000.00
Finastra Group Holdings Limited - EUR Term Loan B	LX163229	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,862,092.73

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
FIRE BC SPA - Float - 09/2024	XS1883354976	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Flamingo LUX II - Senior Facility B3	LX153737	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000,000.00
Fugue Finance B. V. - Initial Euro Term Loan (First Lien)	LX165624	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,000,000.00
GALAXY BIDCO LTD - Float - 07/2026	XS2028892045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Galileo Global Education Finance Sarl - Additional Facility 2	LX173749	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Gamenet Group spa - Float - 04/2023.	XS1811351821	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Generale De Sante - Facility B1A	LX139313	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,265,004.54
Genesis Care Finance PTY LTD - Facility B2	LX176262	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Getty Images Inc - Initial Euro Term Loan	LX178593	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
GHD Verwaltung Gesundheits GMBH Deutschland - Facility B	LX181787	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Greeneden US Holdings II LLC - Tranche B-3 Euro Term Loan	LX171646	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,263,930.29
Greenrock Midco Limited - Initial Euro Term Loan B	LX164898	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500,000.00
Guadarrama Proyectos Educativos SL - Facility B	LX180652	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
GVC Holdings Plc - Facility B3 (EUR)	LX182631	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Helios Software Holdings Inc - Term Loan	LX183013	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,500,000.00
Hexion Inc - Euro Term Loan	LX180931	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
HNVR Holdco Limited - Facility B	LX152965	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,227,346.94
HomeVI - Senior Facility B	LX168858	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
I-Logic Technologies Bidco Limited - Initial Euro Term Loan	LX176277	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,927,136.53
IGT Holding IV AB - Facility B1	LX167063	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Ineos Finance PLC - 2024 Euro Term Loan	LX169196	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	9,825,000.00
Ineos Styrolution Group GmbH - New 2024 Euro Term Loan	LX169498	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	975,143.53
Infinitas Learning Holding B.V - Infinitas Learning Netherlands BV - Facility B4	LX183288	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,665,407.85
Infor (US), Inc. (fka Lawson Software Inc.) - Euro Tranche B-2 Term Loan	LX169633	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,639,581.79
Informatica LLC - Euro Term B-1 Loan	LX170850	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,921,495.35
INO Holdco Sarl - Facility B2	LX161579	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,375,000.00
Inovyn Finance PLC - 2025 TRANCHE B EURO TERM LOAN	LX176749	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,231,320.31
Inspired Finco Holdings Limited - Facility B (EUR)	LX176876	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
International Park Holdings B.V. - Facility B	LX164876	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Invictus Media S.L.U. - Facility A1 Loan	LX172315	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	839,295.59
Invictus Media S.L.U. - Facility A2 Loan	LX174518	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	526,661.75
Ion Trading Finance Limited - Initial Euro Term Loan	LX173675	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,828,002.25
IQVIA Inc - TERM B-1 EUR	LX160895	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,488,347.78
IQVIA Inc - Term B-2 Euro Loan	LX173965	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	987,500.00
Irel AcquiCo GmbH - Facility B1 (Eur) Loan	LX179376	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Itiviti Group AB - Facility B	LX171300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
IVC Acquisition Ltd - Facility B2	LX178439	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Jade Germany GmbH - Initial Euro Term Loan	LX162763	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,588,437.50
Kapla Holding - Facility B	LX171257	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B1	LX159199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	186,455.10
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B2	LX160534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	892,080.24
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B3	LX160535	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	846,198.63
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B4	LX160536	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,355,356.22
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B5	LX160537	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	308,891.23
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B6	LX160538	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	165,913.73
Kirk Beauty One Gmbh - Douglas Gmbh - Facility B7	LX160539	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,007,493.15
Kiwi VFS SUB II Sarl - Facility B2 Loan	LX165185	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Kraton Polymers Holdings BV - Euro Replacement Term Loan	LX171690	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	2,335,164.84
LABL Inc - Initial Euro Term Loan	LX180858	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Lary 4 AB - New Facility B	LX154407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,000.00
Lernen Bidco Limited - Facility B1 EUR	LX177087	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,449,452.79
LSF10 Edilians Investments Sarl - Term Loan B-2	LX181201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
LSF10 XL BIdco SCA - Facility B3	LX183051	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,776,747.03
Luxembourg Inv CO 298 Sarl - Facility B (EUR) Loan	LX182955	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Markermeer Finance B.V. - Facility B EUR	LX182301	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Mascot Bidco Oy - Facility B	LX177740	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Matterhorn Telecom SA - Facility B Loan	LX182622	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Merlin Entertainments PLC - Term Loan B	LX183342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
Minimax Viking GmbH (fka MX Mercury Beteiligungen GmbH) - Facility B2C	LX174100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,804,027.63
MM Holdphone - Term B1	LX179643	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,293,103.45
MM Holdphone - Term B2	LX180702	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	206,896.55
NEP Europe Finco BV - Initial Euro Term Loan	LX176184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,985,000.00
NewCo Sab Bidco - Facility B	LX161320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,250,000.00
Newco Sab Midco Sasu - 5.375% - 04/2025	XS1584024837	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,125,000.00
Nidda Healthcare Holding AG - Facility B1 EUR	LX168674	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,245,360.07
Nidda Healthcare Holding AG - Facility B2	LX168991	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300,892.85
Nidda Healthcare Holding AG - Facility C EURO	LX173581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,203,747.08
Novafives SAS - Float - 06/2025	XS1713466149	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Oberthur Technologies SA - Facility B	LX168948	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,250,000.00
Obol France 3 SAS - Term Loan B	LX161834	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,300,891.55
Orbiter International S.a r.l. - Facility B1	LX166427	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Pacific BC Topco 5 Limited - Facility B3	LX177038	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Peer Holding III BV - Facility B	LX171259	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,509,615.38
Perstorp Holding AB - Facility B (Euro) Loan	LX179368	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Petrus Bidco BV - Facility B	LX165609	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
PI UK Holdco II Limited - Facility B2	LX169668	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Picard Groupe SAS - Float - 11/2023	XS1733942178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Piolin Bidco SAU - Facility B1 Loan	LX182958	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Platin 1426 Gmbh - 5.375% - 06/2023	XS1735583095	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	833,000.00
Platin 1426 Gmbh - 6.875% - 06/2023	XS1862511729	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	167,000.00
Precise Bidco BV - Facility B1 Loan	LX179510	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
Precise Bidco BV - Second Lien Facility	LX179511	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Premier Lotteries Ireland DAC - Term Loan B	LX166130	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,917,600.00
Quimper AB - Facility B	LX178841	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,750,000.00
Quimper AB - Second Lien Term Loan	LX178843	-	Yes	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Richmond UK Bidco Limited - Facility B Euro GBP - Swap	LX159835	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,513,004.59
Roy Bidco ApS - Facility B1	LX167672	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Rubix Group Finco Limited - Additional facility	LX176809	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Rubix Group Finco Limited - Facility B1	LX176809	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Saphilux Sarl - Facility B EUR	LX171605	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Sapphire Bidco BV - Facility B (First Lien)	LX169930	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,500,000.00
Sapphire Bidco BV - Second Lien Facility	LX169932	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Sebia Finance SAS - Term Loan B2	LX168600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Sector Alarm Holding AS - Facility B Loan	LX180653	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,250,000.00
SFR Group SA - Refinancing Term Loan B11	LX162008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,689,101.76
SFR Group SA - Tranche B-12 Loan - Euro	LX169001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,635,000.00
Shilton Bidco Limited - 2018 Additional Facility B1	LX166008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
Siaci Saint Honore - Facility B	LX174826	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Sigma Bidco BV - Facility B1	LX171809	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,500,000.00
Sigma Holdco BV - 5.75% - 05/2026	XS1813504666	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Silk Bidco AS - Facility B Loan	LX171110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Solenis International LP - Initial Euro Term Loan	LX173978	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,481,155.78
Solera LLC - Euro Term Loan	LX151195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,941,674.16
Springer Nature Deutschland GMBH - Term Loan B15	LX183230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,997,574.46
Starfruit Finco BV - Initial Euro Term Loan	LX175816	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Stars Group Holdings BV - Euro Term Loan	LX174019	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Stella Group - Facility B	LX181049	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Stonepeak Spear Newco (UK) Ltd - Facility B	LX169939	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00

Issuer Name	LXID / ISIN	Participation	Cov-Lite	Corporate Rescue Loan	PIK Security	Zero Coupon Type	Step Up Coupon Security	Step Down Coupon Security	Deferring Security	Current Pay Obligation	Annual Obligation	Revolving Obligation	Delayed Drawdown CDO	Bridge Loan	Discount Obligation	Swapped Non Discount Obligation	Principal Balance
Summer (BC) Holdco B Sarl - Euro Term Loan	LX183336	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Sunshine Luxembourg VII SARL - Facility B2	LX181415	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Swissport Financing Sarl - Initial Term Loan	LX182055	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Synlab Bondco Plc - Float 3.5% - 07/2022	XS1516322200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,870,000.00
Synlab Bondco Plc - Term Facility Loan (EUR)	LX180968	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
Tackle Sarl - Incremental Facility	LX181921	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Taurus Midco Limited - Facility B1	LX167631	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	219,938.38
Taurus Midco Limited - Facility B2	LX169008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	513,664.47
Taurus Midco Limited - Facility B3	LX169009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	859,387.15
Taurus Midco Limited - Facility B4	LX169010	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	407,010.00
TDC AS - Term B3	LX173747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,145,575.19
Techem Verwaltungsgesellschaft 675 mbH - New facility B3	LX181710	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,696,798.06
Telenet International Finance Sarl - Term Loan AO Facility	LX173750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Terveys- ja hoivapalvelut Suomi Oy - Facility B	LX174529	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
THREEAB OPITIQUE DV - Euribor- 10/2023	XS1577948687	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,828,571.42
Trivium Packaging Inc - Float - 08/2026	XS2034069836	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000.00
Unifin - Facility B	LX176360	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000.00
Unilabs Diagnostics AB - Facility B2	LX161584	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,250,000.00
Unit 4 NV - Facility B3	LX181775	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,981,452.74
United Group BV - ADRBID 4.125% 05/15/2025	XS1843437200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500,000.00
Valeo F1 Company Limited - EUR Term Loan	LX167793	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000.00
Verisure Holding AB - Facility B1E	LX164262	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,500,000.00
Veritas US Inc - First Lien Term Loan B	LX165579	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,676,640.63
Vistra Group Holdings (BVI) II Limited – Stiphout Finance BV - First Lien Repriced Euro Term Loan	LX146618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	969,697.63
VUE INTERNATIONAL BIDCO PLC - Facility B1 Loan	LX180927	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,059,491.98
VUE INTERNATIONAL BIDCO PLC - Facility B2	LX181243	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	190,508.02
WowMidco SAS - Euro Term Loan	LX181920	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500,000.00
Zephyr Bidco Limited - Facility B2	LX173851	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000.00
ZF Bidco - Senior Facility B	LX162576	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000.00
Ziggo BV - Term Loan H	LX183461	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,000,000.00
																Total Balance:	**488,909,913.72**

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Security	Facility	Security ID	Maturity Date	Moody's Rating	Moody's DPR	S&P Rating	Moody's Industry Name	S&P Industry Name	Moody's Recovery Rate	S&P Recovery Rate	S&P Recovery Rating	Principal Balance
Affidea BV Term Loan	First Lien Term Loan	LX183459	02-Nov-2026	B2	B2	B+	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	30%	3(50%)	2,000,000.00
AI Alpine AT Bidco Term Loan	Facility B (EUR)	LX176168	31-Oct-2025	B2	B3	B	Energy: Electricity	Energy Equipment & Services	50%	35%	3(55%)	3,000,000.00
AI Alpine AT Bidco Term Loan	Second Lien Facility	LX176169	02-Nov-2026	Caa2	B3	B	Energy: Electricity	Energy Equipment & Services	15%	2%	6(0%)	1,000,000.00
AI Plex Acquico GMBH Term Loan	Facility B (EUR)	LX180616	31-Jul-2026	B2	B2	B	Chemicals, Plastics, & Rubber	Chemicals	45%	35%	3(55%)	2,000,000.00
AI Sirona (Luxembourg) Acquisition S.a.r.l. Term Loan	Facility B (EUR) Loan	LX173638	29-Sep-2025	B2	B3	B	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	40%	3(60%)	2,000,000.00
Akita Bidco Sarl Term Loan	Facility B1	LX174791	10-Nov-2025	B2	B3	B	Chemicals, Plastics, & Rubber	Chemicals	50%	35%	3(55%)	2,500,000.00
AL-KO VT HOLDING GMBH Term Loan	REPLACEMENT EURO TERM B-2 LOAN	LX171014	24-Jul-2024	B1	B2	B	Capital Equipment	Machinery	50%	35%	3(55%)	773,736.65
Albea Beauty Holdings SARL Term Loan	Facility B2 (Eur)	LX172002	22-Apr-2024	B2	B2	B	Containers, Packaging & Glass	Containers & Packaging	45%	40%	3(60%)	1,500,000.00
Allnex SARL Term Loan	Tranche B-1 Term Loan	LX152755	13-Sep-2023	B2	B2	B	Chemicals, Plastics, & Rubber	Chemicals	45%	40%	3(60%)	5,581,507.55
Alpha AB Bidco BV Term Loan	Facility B Loan	LX175941	30-Jul-2025	B2	B3	B	Capital Equipment	Machinery	50%	40%	3(60%)	1,500,000.00
Alpha Bidco SAS Term Loan	Extended Facility B1	LX173267	29-Jun-2025	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	45%	30%	3(50%)	1,721,130.67
Alpha Bidco SAS Term Loan	Facility B2	LX173765	29-Jun-2025	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	45%	30%	3(50%)	778,869.33
Altran Technologies Term Loan	Facility B (EUR)	LX170900	20-Mar-2025	Ba1	Ba1	BB+	Services: Business	Commercial Services & Supplies	45%	40%	3(60%)	1,468,085.11
Andromeda Investissements Term Loan	Facility B1 Loan	LX179913	26-Apr-2026	B2	B2	B	Banking, Finance, Insurance & Real Estate	Insurance	45%	40%	3(60%)	657,170.30
Andromeda Investissements Term Loan	First Lien Term Loan B2	LX180201	26-Apr-2026	B2	B2	B	Banking, Finance, Insurance & Real Estate	Insurance	45%	40%	3(60%)	342,829.70
Antin Amedes Bidco GMBH Term Loan	Senior Facility B	LX180354	08-Jun-2026	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	30%	3(50%)	1,500,000.00
Apleona GmbH Term Loan	Facility B5 - Euro	LX173239	01-Sep-2023	***	***	***	Services: Business	Commercial Services & Supplies	***	***	***	3,571,428.57
Armacell Bidco Luxembourg Sarl Term Loan	Facility B3	LX161096	28-Feb-2023	B3	B3	B	Construction & Building	Building Products	45%	30%	3(50%)	1,960,000.00
Assystem Technologies Services Term Loan	Senior Facility B	LX165539	30-Sep-2024	***	***	***	Services: Business	Commercial Services & Supplies	***	***	***	2,500,000.00
Auris Luxembourg III SARL Term Loan	Facility B1	LX174821	27-Feb-2026	B2	B2	B+	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	45%	35%	3(55%)	2,500,000.00
Avantor Inc Term Loan	Initial B-2 Euro Term Loan	LX168604	21-Nov-2024	Ba2	B1	B+	Healthcare & Pharmaceuticals	Life Sciences Tools & Services	60%	40%	3(60%)	765,779.29
BCA Marketplace PLC Term Loan	First Lien Term B-2 Loan	LX181408	24-Sep-2026	B1	B2	B	Automotive	Specialty Retail	50%	45%	3(65%)	3,500,000.00
Belron Finance Limited Term Loan	Initial Euro Term Loan	LX169050	07-Nov-2024	Ba3	Ba3	BB	Automotive	Auto Components	45%	40%	3(60%)	1,000,000.00
Beteiligungsgesellschaft Fur Pensionsgelder Und Andere Institutionelle Mittel S.A R.L. Term Loan	Facility B	LX164184	14-Jun-2024	***	***	***	Healthcare & Pharmaceuticals	Healthcare Providers & Services	***	***	***	4,500,000.00
Big White Acquico Gmbh Term Loan	Facility B	LX157317	03-Jan-2024	***	***	***	Construction & Building	Electronic Equipment, Instruments & Components	***	***	***	1,899,244.33
Boluda Towage Term Loan	Facility B1 Loan	LX182811	30-Jul-2026	B1	B1	BB-	Transportation: Cargo	Transportation Infrastructure	45%	35%	3(55%)	1,250,000.00
CAB Term Loan	Facility B	LX164386	14-Jun-2024	***	***	***	Healthcare & Pharmaceuticals	Healthcare Providers & Services	***	***	***	4,000,000.00

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Canyon Valor Companies Inc Term Loan	First Lien Euro Term B Loan	LX167640	16-Jun-2023	B2	B2	B	High Tech Industries	Software	45%	45%	3(65%)	1,960,000.00
Capri Acquisitions BidCo Limited Term Loan	Initial Euro Term Loan	LX168740	01-Nov-2024	B2	B3	B-	Services: Business	IT Services	50%	45%	3(65%)	4,000,000.00
Casper Bidco SAS Term Loan	Facility B1A	LX181309	11-Jul-2026	B2	B3	B-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	50%	50%	2(70%)	1,000,000.00
Cassini SAS Term Loan	First Lien Term Loan B	LX178115	30-Jan-2026	B2	B2	B	Media: Advertising, Printing & Publishing	Media	45%	40%	3(60%)	2,750,000.00
Catalent Pharma Solutions Inc Term Loan	1st Lien EUR Term Loan	LX137091	20-May-2024	Ba3	B1	BB-	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	60%	2(80%)	4,896,700.99
Ceva Sante Animale Term Loan	Term Loan	LX179210	28-Mar-2026	B3	B3	B+	Healthcare & Pharmaceuticals	Pharmaceuticals	45%	30%	3(50%)	4,750,000.00
Chemours Company (The) Term Loan	TRANCHE B-2 EURO Term loan Loan	LX172376	03-Apr-2025	Baa3	Ba2	BB	Chemicals, Plastics, & Rubber	Chemicals	60%	70%	1(95%)	4,939,526.40
Cheplapharm Arzneimittel GmbH Term Loan	Facility B3	LX180755	14-Jul-2025	B2	B2	B	Healthcare & Pharmaceuticals	Pharmaceuticals	45%	30%	3(50%)	2,000,000.00
Cidron Atrium SE Term Loan	Facility B	LX171119	26-Feb-2025	***	***	***	Healthcare & Pharmaceuticals	Healthcare Providers & Services	***	***	***	1,000,000.00
Cirsa Finance Inter	Float - 09/2025	XS2033245023	30-Sep-2025	B2	B1	B	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	25%	30%	3(50%)	700,000.00
Claudius Finance SARL Term Loan	Facility B5	LX162213	16-Sep-2023	***	***	***	High Tech Industries	Software	***	***	***	1,271,982.76
Claudius Finance SARL Term Loan	Facility B6	LX162214	16-Sep-2023	***	***	***	High Tech Industries	Software	***	***	***	353,017.24
Coherent Holding Gmbh Term Loan	Euro Term Loan	LX153899	07-Nov-2023	Ba1	Ba1	BB+	High Tech Industries	Electronic Equipment, Instruments & Components	45%	55%	2(75%)	544,626.87
Colouroz Investment 1 GMBH Term Loan	New First Lien Initial Term Loan	LX136879	07-Sep-2021	Caa1	Caa1	CCC+	Containers, Packaging & Glass	Chemicals	45%	30%	3(50%)	4,205,664.50
Corialis Group Limited Term Loan	New Term Loan B-1	LX159920	29-Mar-2024	B1	B2	B	Construction & Building	Construction Materials	50%	35%	3(55%)	3,375,000.00
Coty BV Term Loan	Term B EUR Loan	LX172439	07-Apr-2025	Ba3	B2	B+	Consumer goods: Non-durable	Personal Products	60%	55%	2(75%)	6,902,575.43
CTC AcquiCo GmbH Term Loan	Facility B1	LX169716	07-Mar-2025	B2	B3	B	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	50%	35%	3(55%)	3,658,267.73
Delachaux Group Term Loan	Facility B1	LX179351	01-Apr-2026	B2	B2	B+	Capital Equipment	Industrial Conglomerates	45%	30%	3(50%)	2,500,000.00
DexKo Global Inc Term Loan	Replacement Euro Term B-1 Loan	LX170821	24-Jul-2024	B1	B2	B	Capital Equipment	Machinery	50%	35%	3(55%)	1,934,351.73
Diamond (BC) BV Term Loan	Initial Euro Term Loan	LX167195	06-Sep-2024	B1	B3	B-	Chemicals, Plastics, & Rubber	Chemicals	60%	35%	3(55%)	3,674,500.63
Diaverum Sarl Term Loan	Facility B	LX164119	04-Jul-2024	***	***	***	Healthcare & Pharmaceuticals	Healthcare Providers & Services	***	***	***	5,000,000.00
Diebold Nixdorf Incorporated Term Loan	New Euro Term B Loan	LX162900	06-Nov-2023	B3	B3	B-	Banking, Finance, Insurance & Real Estate	Electronic Equipment, Instruments & Components	45%	40%	3(60%)	924,345.09
DIOCLE SPA	Float - 06/2026	XS2015218584	30-Jun-2026	B2	B2	B	Healthcare & Pharmaceuticals	Pharmaceuticals	35%	30%	3(50%)	1,000,000.00
Dorna Sports SL Term Loan	B2 Euro Term Loan	LX161739	03-May-2024	***	***	B+	Media: Broadcasting & Subscription	Entertainment	***	40%	3(60%)	1,826,253.74
Eagle Int GLO / Ruyi US FI	5.375% - 05/2023	XS1713464953	01-May-2023	B1	B2	B-	Consumer goods: Non-durable	Textiles, Apparel & Luxury Goods	35%	29%	4(45%)	1,310,000.00
EG Finco Limited Term Loan	Term B1	LX171054	07-Feb-2025	B2	B2	B	Retail	Food & Staples Retailing	45%	45%	3(65%)	4,442,503.02
EG Global Finance PLC	6.25% - 10/2025	XS2065633203	30-Oct-2025	B2	B2	B	Retail	Food & Staples Retailing	35%	35%	3(55%)	900,000.00
Eircom Holdings (Ireland) Limited Term Loan	New Facility B	LX182609	15-May-2026	B1	B1	B+	Telecommunications	Diversified Telecommunication Services	45%	40%	3(60%)	4,058,281.85

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Elsan SAS Term Loan	Facility B3	LX180839	31-Oct-2024	B1	B1	B+	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	30%	3(50%)	3,125,000.00
EP BCo S.A. Term Loan	Facility B	LX180474	31-May-2026	Ba2	Ba3	BB-	Transportation: Cargo	Air Freight & Logistics	50%	45%	3(65%)	1,000,000.00
EP BCo S.A. Term Loan	Second Lien Facility Loan	LX180476	31-May-2026	B2	Ba3	BB-	Transportation: Cargo	Air Freight & Logistics	15%	2%	6(0%)	1,000,000.00
Etraveli Group Holding AB Term Loan	Facility B	LX181750	01-Aug-2024	***	***	***	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	***	***	***	1,000,000.00
Euskaltel SA Term Loan	Facility B4	LX169397	27-Nov-2024	B1	B1	BB-	Telecommunications	Diversified Telecommunication Services	45%	45%	3(65%)	1,000,000.00
Everest Bidco SAS Term Loan	Facility B Loan	LX173775	04-Jul-2025	B1	B2	B	High Tech Industries	Electronic Equipment, Instruments & Components	50%	45%	3(65%)	2,500,000.00
Evergood 4 APS Term Loan	Facility B1E Loan	LX169648	06-Feb-2025	B1	B2	B	Banking, Finance, Insurance & Real Estate	IT Services	50%	35%	3(55%)	4,685,327.96
Evergood 4 APS Term Loan	Term Loan Eur B2	LX175202	06-Feb-2025	B1	B2	B	Banking, Finance, Insurance & Real Estate	IT Services	50%	35%	3(55%)	999,999.99
Excelitas Technologies Corp Term Loan	First Lien Initial Euro Term Loan	LX169511	02-Dec-2024	B2	B3	B-	High Tech Industries	Electronic Equipment, Instruments & Components	50%	35%	3(55%)	2,947,500.00
Figaro Bidco Limited Term Loan	Facility B4	LX159294	08-Mar-2023	B2	B3	***	Services: Business	Industrial Conglomerates	50%	***	***	3,213,367.61
Figaro Bidco Limited Term Loan	Facility 3 Commitment	LX159482	27-Jan-2025	Caa1	B3	***	Services: Business	Industrial Conglomerates	25%	***	***	1,000,000.00
Financial & Risk US Holdings Inc Term Loan	Initial Euro Term Loan	LX174545	01-Oct-2025	B1	B2	B+	Services: Business	Software	50%	45%	3(65%)	4,962,500.00
Financiere Colisee Term Loan	Facility B	LX179014	30-Apr-2026	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	30%	3(50%)	1,250,000.00
Financiere PAX SAS Term Loan	Facility B1	LX181236	01-Jul-2026	B1	B1	B	Hotel, Gaming & Leisure	Leisure Products	45%	45%	3(65%)	1,000,000.00
Financiere Verdi I SAS Term Loan	New Facility B	LX160780	21-Jul-2023	***	***	***	Healthcare & Pharmaceuticals	Pharmaceuticals	***	***	***	1,750,000.00
Finastra Group Holdings Limited Term Loan	EUR Term Loan B	LX163229	13-Jun-2024	B2	B3	B-	High Tech Industries	Software	50%	40%	3(60%)	2,862,092.73
FIRE BC SPA	Float - 09/2024	XS1883354976	30-Sep-2024	B3	B3	B	Chemicals, Plastics, & Rubber	Chemicals	35%	35%	3(55%)	1,250,000.00
Flamingo LUX II Term Loan	Senior Facility B3	LX153737	07-Sep-2023	B2	B2	B	Banking, Finance, Insurance & Real Estate	Real Estate Management & Development	45%	40%	3(60%)	5,000,000.00
Fugue Finance B. V. Term Loan	Initial Euro Term Loan (First Lien)	LX165624	30-Aug-2024	B1	B2	***	Services: Consumer	Diversified Consumer Services	50%	***	***	7,000,000.00
GALAXY BIDCO LTD	Float - 07/2026	XS2028892045	31-Jul-2026	B2	B2	B	Banking, Finance, Insurance & Real Estate	Diversified Consumer Services	35%	30%	3(50%)	1,000,000.00
Galileo Global Education Finance Sarl Term Loan	Additional Facility 2	LX173749	11-Jan-2025	B2	B2	***	Services: Consumer	Diversified Consumer Services	45%	***	***	2,000,000.00
Gamenet Group spa	Float - 04/2023.	XS1811351821	27-Apr-2023	B1	B1	B+	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	35%	45%	3(65%)	2,000,000.00
Generale De Sante Term Loan	Facility B1A	LX139313	03-Oct-2022	Ba3	Ba3	BB-	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	40%	3(60%)	5,265,004.54
Genesis Care Finance PTY LTD Term Loan	Facility B2	LX176262	30-Oct-2025	B1	B1	B+	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	30%	3(50%)	1,000,000.00
Getty Images Inc Term Loan	Initial Euro Term Loan	LX178593	19-Feb-2026	B2	B3	B-	Media: Advertising, Printing & Publishing	Media	50%	45%	3(65%)	1,000,000.00
GHD Verwaltung Gesundheits GMBH Deutschland Term Loan	Facility B	LX181787	30-Jul-2026	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	27%	4(40%)	1,000,000.00
Greeneden US Holdings II LLC Term Loan	Tranche B-3 Euro Term Loan	LX171646	01-Dec-2023	B2	B3	B-	Services: Business	Communications Equipment	50%	45%	3(65%)	4,263,930.29
Greenrock Midco Limited Term Loan	Initial Euro Term Loan B	LX164898	28-Jun-2024	B1	B2	B	Services: Business	Aerospace & Defense	50%	40%	3(60%)	3,500,000.00

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Guadarrama Proyectos Educativos SL Term Loan	Facility B	LX180652	06-Jun-2026	***	***	***	Services: Consumer	Diversified Consumer Services	***	***	***	1,000,000.00
GVC Holdings Plc Term Loan	Facility B3 (EUR)	LX182631	29-Mar-2024	Ba2	Ba2	BB	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	45%	3(65%)	1,000,000.00
Helios Software Holdings Inc Term Loan	Term Loan	LX183013	02-Oct-2025	***	***	B	High Tech Industries	Software	***	27%	4(40%)	4,500,000.00
Hexion Inc Term Loan	Euro Term Loan	LX180931	27-Jun-2026	Ba3	B1	B	Chemicals, Plastics, & Rubber	Chemicals	50%	70%	1(95%)	1,000,000.00
HNVR Holdco Limited Term Loan	Facility B	LX152965	12-Sep-2023	B2	B2	***	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	***	***	2,227,346.94
HomeVI Term Loan	Senior Facility B	LX168858	31-Oct-2024	B2	B1	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	40%	30%	3(50%)	1,500,000.00
I-Logic Technologies Bidco Limited Term Loan	Initial Euro Term Loan	LX176277	21-Dec-2024	B3	B3	B	Services: Business	Software	45%	35%	3(55%)	1,927,136.53
IGT Holding IV AB Term Loan	Facility B1	LX167063	29-Jul-2024	B2	B2	B-	High Tech Industries	Software	45%	27%	4(40%)	2,500,000.00
Ineos Finance PLC Term Loan	2024 Euro Term Loan	LX169196	01-Apr-2024	Ba1	Ba2	BB	Chemicals, Plastics, & Rubber	Chemicals	50%	60%	2(80%)	9,825,000.00
Ineos Styrolution Group GmbH Term Loan	New 2024 Euro Term Loan	LX169498	29-Mar-2024	Ba2	Ba2	BB	Chemicals, Plastics, & Rubber	Chemicals	45%	63%	2(85%)	975,143.53
Infinitas Learning Holding B.V - Infinitas Learning Netherlands BV Term Loan	Facility B4	LX183288	03-May-2024	B3	B3	***	Media: Advertising, Printing & Publishing	Media	45%	***	***	2,665,407.85
Infor (US), Inc. (fka Lawson Software Inc.) Term Loan	Euro Tranche B-2 Term Loan	LX169633	01-Feb-2022	Ba3	B2	B-	High Tech Industries	Software	60%	60%	2(80%)	4,639,581.79
Informatica LLC Term Loan	Euro Term B-1 Loan	LX170850	05-Aug-2022	B1	B2	B-	High Tech Industries	Software	50%	50%	2(70%)	1,921,495.35
INO Holdco Sarl Term Loan	Facility B2	LX161579	24-Aug-2023	***	***	***	Healthcare & Pharmaceuticals	Pharmaceuticals	***	***	***	1,375,000.00
Inovyn Finance PLC Term Loan	2025 TRANCHE B EURO TERM LOAN	LX176749	11-Nov-2025	Ba3	Ba3	BB-	Chemicals, Plastics, & Rubber	Chemicals	45%	45%	3(65%)	1,231,320.31
Inspired Finco Holdings Limited Term Loan	Facility B (EUR)	LX176876	28-May-2026	B2	B2	B	Services: Consumer	Diversified Consumer Services	45%	35%	3(55%)	2,000,000.00
International Park Holdings B.V. Term Loan	Facility B	LX164876	13-Jun-2024	B2	B2	B-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	40%	3(60%)	2,000,000.00
Invictus Media S.L.U. Term Loan	Facility A1 Loan	LX172315	26-Jun-2024	Ba3	B1	BB-	Media: Broadcasting & Subscription	Entertainment	50%	63%	2(85%)	839,295.59
Invictus Media S.L.U. Term Loan	Facility A2 Loan	LX174518	26-Jun-2024	Ba3	B1	BB-	Media: Broadcasting & Subscription	Entertainment	50%	63%	2(85%)	526,661.75
Ion Trading Finance Limited Term Loan	Initial Euro Term Loan	LX173675	21-Nov-2024	B2	B2	B	High Tech Industries	Software	45%	40%	3(60%)	5,828,002.25
IQVIA Inc Term Loan	TERM B-1 EUR	LX160895	07-Mar-2024	Ba1	Ba2	BB+	Healthcare & Pharmaceuticals	Health Care Technology	50%	50%	2(70%)	4,488,347.78
IQVIA Inc Term Loan	Term B-2 Euro Loan	LX173965	11-Jun-2025	Ba1	Ba2	BB+	Healthcare & Pharmaceuticals	Health Care Technology	50%	50%	2(70%)	987,500.00
Irel AcquiCo GmbH Term Loan	Facility B1 (Eur) Loan	LX179376	05-Apr-2026	B2	B2	B+	Containers, Packaging & Glass	Air Freight & Logistics	45%	45%	3(65%)	4,000,000.00
Itiviti Group AB Term Loan	Facility B	LX171300	14-Mar-2025	B2	B3	B	High Tech Industries	Software	50%	45%	3(65%)	1,500,000.00
IVC Acquisition Ltd Term Loan	Facility B2	LX178439	07-Feb-2026	B2	B3	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	50%	45%	3(65%)	1,500,000.00
Jade Germany GmbH Term Loan	Initial Euro Term Loan	LX162763	31-May-2023	B2	B2	B	Chemicals, Plastics, & Rubber	Chemicals	45%	35%	3(55%)	1,588,437.50
Kapla Holding Term Loan	Facility B	LX171257	17-Feb-2025	B1	B1	B+	Capital Equipment	Trading Companies & Distributors	45%	30%	3(50%)	1,500,000.00
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B1	LX159199	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	186,455.10
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B2	LX160534	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	35%	3(55%)	892,080.24

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Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B3	LX160535	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	846,198.63
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B4	LX160536	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	1,355,356.22
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B5	LX160537	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	308,891.23
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B6	LX160538	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	165,913.73
Kirk Beauty One Gmbh - Douglas Gmbh Term Loan	Facility B7	LX160539	12-Aug-2022	B1	B2	B	Retail	Specialty Retail	50%	30%	3(50%)	1,007,493.15
Kiwi VFS SUB II Sarl Term Loan	Facility B2 Loan	LX165185	29-Jul-2024	B2	B2	B	Services: Business	Commercial Services & Supplies	45%	40%	3(60%)	1,000,000.00
Kraton Polymers Holdings BV Term Loan	Euro Replacement Term Loan	LX171690	08-Mar-2025	Ba3	B1	B+	Chemicals, Plastics, & Rubber	Chemicals	50%	70%	1(95%)	2,335,164.84
LABL Inc Term Loan	Initial Euro Term Loan	LX180858	01-Jul-2026	B2	B3	B	Containers, Packaging & Glass	Commercial Services & Supplies	50%	35%	3(55%)	2,500,000.00
Lary 4 AB Term Loan	New Facility B	LX154407	20-Jul-2023	***	***	***	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	***	***	***	4,000,000.00
Lernen Bidco Limited Delayed Drawdown	Facility B1 EUR	LX177087	25-Oct-2025	B2	B3	B-	Services: Consumer	Diversified Consumer Services	50%	55%	2(75%)	1,449,452.79
LSF10 Edilians Investments Sarl Term Loan	Term Loan B-2	LX181201	30-Sep-2025	B1	B1	B	Construction & Building	Building Products	45%	50%	2(70%)	1,500,000.00
LSF10 XL BIdco SCA Term Loan	Facility B3	LX183051	12-Oct-2026	B2	B2	B	Construction & Building	Building Products	45%	30%	3(50%)	4,776,747.03
Luxembourg Inv CO 298 Sarl Term Loan	Facility B (EUR) Loan	LX182955	30-Jul-2026	B1	B2	B	Transportation: Cargo	Air Freight & Logistics	50%	40%	3(60%)	1,000,000.00
Markermeer Finance B.V. Term Loan	Facility B EUR	LX182301	23-Dec-2024	B3	B3	B	Services: Consumer	Diversified Consumer Services	45%	40%	3(60%)	1,250,000.00
Mascot Bidco Oy Term Loan	Facility B	LX177740	01-Mar-2026	B1	B1	B+	Consumer goods: Non-durable	Textiles, Apparel & Luxury Goods	45%	40%	3(60%)	2,500,000.00
Matterhorn Telecom SA Term Loan	Facility B Loan	LX182622	15-Sep-2026	***	***	B+	Telecommunications	Wireless Telecommunication Services	***	35%	3(55%)	1,000,000.00
Merlin Entertainments PLC Term Loan	Term Loan B	LX183342	16-Oct-2026	Ba3	B1	B+	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	50%	45%	3(65%)	3,000,000.00
Minimax Viking GmbH (fka MX Mercury Beteiligungen GmbH) Term Loan	Facility B2C	LX174100	31-Jul-2025	B1	B1	B+	Capital Equipment	Machinery	45%	35%	3(55%)	3,804,027.63
MM Holdphone Term Loan	Term B1	LX179643	07-May-2026	B1	B1	BB-	Telecommunications	Diversified Telecommunication Services	45%	40%	3(60%)	1,293,103.45
MM Holdphone Term Loan	Term B2	LX180702	04-May-2026	B1	B1	BB-	Telecommunications	Diversified Telecommunication Services	45%	40%	3(60%)	206,896.55
NEP Europe Finco BV Term Loan	Initial Euro Term Loan	LX176184	20-Oct-2025	B2	B3	B	Media: Diversified & Production	Media	50%	50%	2(70%)	1,985,000.00
NewCo Sab Bidco Term Loan	Facility B	LX161320	22-Apr-2024	B1	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	50%	27%	4(40%)	5,250,000.00
Newco Sab Midco Sasu	5.375% - 04/2025	XS1584024837	15-Apr-2025	Caa1	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	15%	2%	6(0%)	1,125,000.00
Nidda Healthcare Holding AG Delayed Draw	Facility B1 EUR	LX168674	21-Aug-2024	B2	B3	B+	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	30%	3(50%)	2,245,360.07
Nidda Healthcare Holding AG Term Loan	Facility B2	LX168991	21-Aug-2024	B2	B3	B+	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	30%	3(50%)	1,300,892.85
Nidda Healthcare Holding AG Term Loan	Facility C EURO	LX173581	21-Aug-2024	B2	B3	B+	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	30%	3(50%)	4,203,747.08
Novafives SAS	Float - 06/2025	XS1713466149	15-Jun-2025	Caa1	B3	B	Capital Equipment	Machinery	25%	20%	4(30%)	2,000,000.00

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Oberthur Technologies SA Term Loan	Facility B	LX168948	10-Jan-2024	B3	B3	B-	High Tech Industries	Computers & Peripherals	45%	40%	3(60%)	3,250,000.00
Obol France 3 SAS Term Loan	Term Loan B	LX161834	11-Apr-2023	B3	B3	B+	Services: Consumer	Diversified Consumer Services	45%	30%	3(50%)	7,300,891.55
Orbiter International S.a r.l. Term Loan	Facility B1	LX166427	11-Jul-2024	***	***	***	Consumer goods: Durable	Textiles, Apparel & Luxury Goods	***	***	***	1,500,000.00
Pacific BC Topco 5 Limited Term Loan	Facility B3	LX177038	08-Jan-2024	***	***	***	Services: Business	Professional Services	***	***	***	1,000,000.00
Peer Holding III BV Term Loan	Facility B	LX171259	07-Mar-2025	B1	B1	B+	Retail	Food & Staples Retailing	45%	29%	4(45%)	5,509,615.38
Perstorp Holding AB Term Loan	Facility B (Euro) Loan	LX179368	27-Feb-2026	B2	B2	B	Chemicals, Plastics, & Rubber	Chemicals	45%	35%	3(55%)	2,000,000.00
Petrus Bidco BV Term Loan	Facility B	LX165609	18-Jul-2024	***	***	***	Chemicals, Plastics, & Rubber	Chemicals	***	***	***	2,500,000.00
PI UK Holdco II Limited Term Loan	Facility B2	LX169668	03-Jan-2025	B2	B2	B	Banking, Finance, Insurance & Real Estate	IT Services	45%	40%	3(60%)	1,000,000.00
Picard Groupe SAS	Float - 11/2023	XS1733942178	30-Nov-2023	B3	B3	B	Retail	Food & Staples Retailing	35%	40%	3(60%)	2,500,000.00
Piolin Bidco SAU Term Loan	Facility B1 Loan	LX182958	16-Sep-2026	B2	B2	B-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	30%	3(50%)	2,000,000.00
Platin 1426 Gmbh	5.375% - 06/2023	XS1735583095	15-Jun-2023	B3	B3	B	Capital Equipment	Industrial Conglomerates	35%	27%	4(40%)	833,000.00
Platin 1426 Gmbh	6.875% - 06/2023	XS1862511729	15-Jun-2023	B3	B3	B	Capital Equipment	Industrial Conglomerates	35%	27%	4(40%)	167,000.00
Precise Bidco BV Term Loan	Facility B1 Loan	LX179510	13-May-2026	B2	B3	B	Services: Business	Software	50%	40%	3(60%)	1,250,000.00
Precise Bidco BV Term Loan	Second Lien Facility	LX179511	13-May-2027	Caa1	B3	B	Services: Business	Software	25%	18%	0	1,000,000.00
Premier Lotteries Ireland DAC Term Loan	Term Loan B	LX166130	26-Jun-2024	***	***	***	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	***	***	***	3,917,600.00
Quimper AB Term Loan	Facility B	LX178841	28-Feb-2026	B1	B2	B	Construction & Building	Construction Materials	50%	45%	3(65%)	3,750,000.00
Quimper AB Term Loan	Second Lien Term Loan	LX178843	15-Feb-2027	Caa1	B2	B	Construction & Building	Construction Materials	15%	2%	6(0%)	1,000,000.00
Richmond UK Bidco Limited Term Loan	Facility B Euro GBP - Swap	LX159835	03-Mar-2024	B2	B2	B-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	50%	50%	2(70%)	1,513,004.59
Roy Bidco ApS Term Loan	Facility B1	LX167672	23-Aug-2024	B3	B3	B-	Containers, Packaging & Glass	Containers & Packaging	45%	27%	4(40%)	1,000,000.00
Rubix Group Finco Limited Term Loan	Additional facility	LX176809	12-Sep-2024	B2	B3	B	Wholesale	Trading Companies & Distributors	50%	30%	3(50%)	1,000,000.00
Rubix Group Finco Limited Term Loan	Facility B1	LX176809	12-Sep-2024	B2	B3	B	Wholesale	Trading Companies & Distributors	50%	30%	3(50%)	2,500,000.00
Saphilux Sarl Term Loan	Facility B EUR	LX171605	18-Jul-2025	B2	B3	B-	Services: Business	Diversified Financial Services	50%	35%	3(55%)	2,000,000.00
Sapphire Bidco BV Term Loan	Facility B (First Lien)	LX169930	05-May-2025	B2	B3	B	Services: Business	Commercial Services & Supplies	50%	35%	3(55%)	4,500,000.00
Sapphire Bidco BV Term Loan	Second Lien Facility	LX169932	04-May-2026	Caa2	B3	B	Services: Business	Commercial Services & Supplies	15%	2%	6(0%)	1,500,000.00
Sebia Finance SAS Term Loan	Term Loan B2	LX168600	31-Dec-2024	B2	B2	B	Healthcare & Pharmaceuticals	Healthcare Equipment & Supplies	45%	30%	3(50%)	1,000,000.00
Sector Alarm Holding AS Term Loan	Facility B Loan	LX180653	15-Jun-2026	B1	B1	B	Hotel, Gaming & Leisure	Diversified Consumer Services	45%	40%	3(60%)	1,250,000.00
SFR Group SA Term Loan	Refinancing Term Loan B11	LX162008	31-Jul-2025	B2	B2	B	Media: Broadcasting & Subscription	Media	45%	40%	3(60%)	1,689,101.76
SFR Group SA Term Loan	Tranche B-12 Loan - Euro	LX169001	31-Jan-2026	B2	B2	B	Media: Broadcasting & Subscription	Media	45%	40%	3(60%)	5,635,000.00
Shilton Bidco Limited Term Loan	2018 Additional Facility B1	LX166008	12-Jul-2024	***	***	***	Environmental Industries	Commercial Services & Supplies	***	***	***	3,000,000.00
Siaci Saint Honore Term Loan	Facility B	LX174826	07-Nov-2025	B2	B2	B-	Banking, Finance, Insurance & Real Estate	Insurance	45%	35%	3(55%)	2,000,000.00

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Sigma Bidco BV Term Loan	Facility B1	LX171809	02-Jul-2025	B1	B1	B+	Beverage, Food & Tobacco	Food Products	45%	29%	4(45%)	5,500,000.00
Sigma Holdco BV	5.75% - 05/2026	XS1813504666	15-May-2026	B3	B1	B+	Beverage, Food & Tobacco	Food Products	15%	2%	6(0%)	2,000,000.00
Silk Bidco AS Term Loan	Facility B Loan	LX171110	24-Feb-2025	B2	B2	B-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	40%	3(60%)	1,500,000.00
Solenis International LP Term Loan	Initial Euro Term Loan	LX173978	26-Jun-2025	B2	B3	B-	Chemicals, Plastics, & Rubber	Chemicals	50%	30%	3(50%)	2,481,155.78
Solera LLC Term Loan	Euro Term Loan	LX151195	03-Mar-2023	Ba3	B2	B-	High Tech Industries	Software	60%	63%	2(85%)	6,941,674.16
Springer Nature Deutschland GMBH Term Loan	Term Loan B15	LX183230	14-Aug-2022	B2	B2	B+	Media: Advertising, Printing & Publishing	Media	45%	45%	3(65%)	4,997,574.46
Starfruit Finco BV Term Loan	Initial Euro Term Loan	LX175816	01-Oct-2025	B1	B2	B+	Chemicals, Plastics, & Rubber	Chemicals	50%	45%	3(65%)	2,500,000.00
Stars Group Holdings BV Term Loan	Euro Term Loan	LX174019	10-Jul-2025	B1	B2	BB-	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	50%	45%	3(65%)	1,500,000.00
Stella Group Term Loan	Facility B	LX181049	30-Jan-2026	B2	B2	B	Construction & Building	Construction Materials	45%	40%	3(60%)	1,000,000.00
Stonepeak Spear Newco (UK) Ltd Term Loan	Facility B	LX169939	09-Jan-2025	B2	B2	B	Telecommunications	Diversified Telecommunication Services	45%	35%	3(55%)	2,500,000.00
Summer (BC) Holdco B Sarl Term Loan	Euro Term Loan	LX183336	23-Oct-2026	B1	B2	B	Services: Business	Media	50%	45%	3(65%)	1,000,000.00
Sunshine Luxembourg VII SARL Term Loan	Facility B2	LX181415	01-Oct-2026	B2	B3	B	Healthcare & Pharmaceuticals	Pharmaceuticals	50%	45%	3(65%)	1,000,000.00
Swissport Financing Sarl Term Loan	Initial Term Loan	LX182055	09-Aug-2024	B2	B3	B-	Transportation: Consumer	Transportation Infrastructure	50%	45%	3(65%)	1,000,000.00
Synlab Bondco Plc	Float 3.5% - 07/2022	XS1516322200	01-Jul-2022	B2	B2	B+	Healthcare & Pharmaceuticals	Healthcare Providers & Services	35%	29%	4(45%)	1,870,000.00
Synlab Bondco Plc Term Loan	Term Facility Loan (EUR)	LX180968	21-Jun-2026	B2	B2	B+	Healthcare & Pharmaceuticals	Healthcare Providers & Services	45%	29%	4(45%)	1,500,000.00
Tackle Sarl Term Loan	Incremental Facility	LX181921	14-Aug-2024	B2	B2	B	Hotel, Gaming & Leisure	Hotels, Restaurants & Leisure	45%	35%	3(55%)	2,000,000.00
Taurus Midco Limited Term Loan	Facility B1	LX167631	29-Sep-2024	***	***	***	Healthcare & Pharmaceuticals	Diversified Consumer Services	***	***	***	219,938.38
Taurus Midco Limited Term Loan	Facility B2	LX169008	29-Sep-2024	***	***	***	Healthcare & Pharmaceuticals	Diversified Consumer Services	***	***	***	513,664.47
Taurus Midco Limited Term Loan	Facility B3	LX169009	29-Sep-2024	***	***	***	Healthcare & Pharmaceuticals	Diversified Consumer Services	***	***	***	859,387.15
Taurus Midco Limited Term Loan	Facility B4	LX169010	29-Sep-2024	***	***	***	Healthcare & Pharmaceuticals	Diversified Consumer Services	***	***	***	407,010.00
TDC AS Term Loan	Term B3	LX173747	04-Jun-2025	B1	B2	B+	Telecommunications	Diversified Telecommunication Services	50%	63%	2(85%)	6,145,575.19
Techem Verwaltungsgesellschaft 675 mbH Term Loan	New facility B3	LX181710	31-Jul-2025	B1	B2	B+	Services: Business	Commercial Services & Supplies	50%	40%	3(60%)	3,696,798.06
Telenet International Finance Sarl Term Loan	Term Loan AO Facility	LX173750	15-Dec-2027	Ba3	Ba3	BB-	Telecommunications	Media	45%	40%	3(60%)	1,000,000.00
Terveys- ja hoivapalvelut Suomi Oy Term Loan	Facility B	LX174529	11-Aug-2025	B2	B3	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	50%	35%	3(55%)	2,500,000.00
THREEAB OPITIQUE DV	Euribor- 10/2023	XS1577948687	01-Oct-2023	B3	B3	B	Retail	Specialty Retail	35%	40%	3(60%)	2,828,571.42
Trivium Packaging Inc	Float - 08/2026	XS2034069836	15-Aug-2026	B2	B3	***	Containers, Packaging & Glass	Containers & Packaging	45%	***	***	500,000.00
Unifin Term Loan	Facility B	LX176360	04-Oct-2025	B2	B2	B	Healthcare & Pharmaceuticals	Pharmaceuticals	45%	40%	3(60%)	1,000,000.00
Unilabs Diagnostics AB Term Loan	Facility B2	LX161584	19-Apr-2024	B1	B2	B	Healthcare & Pharmaceuticals	Healthcare Providers & Services	50%	30%	3(50%)	5,250,000.00

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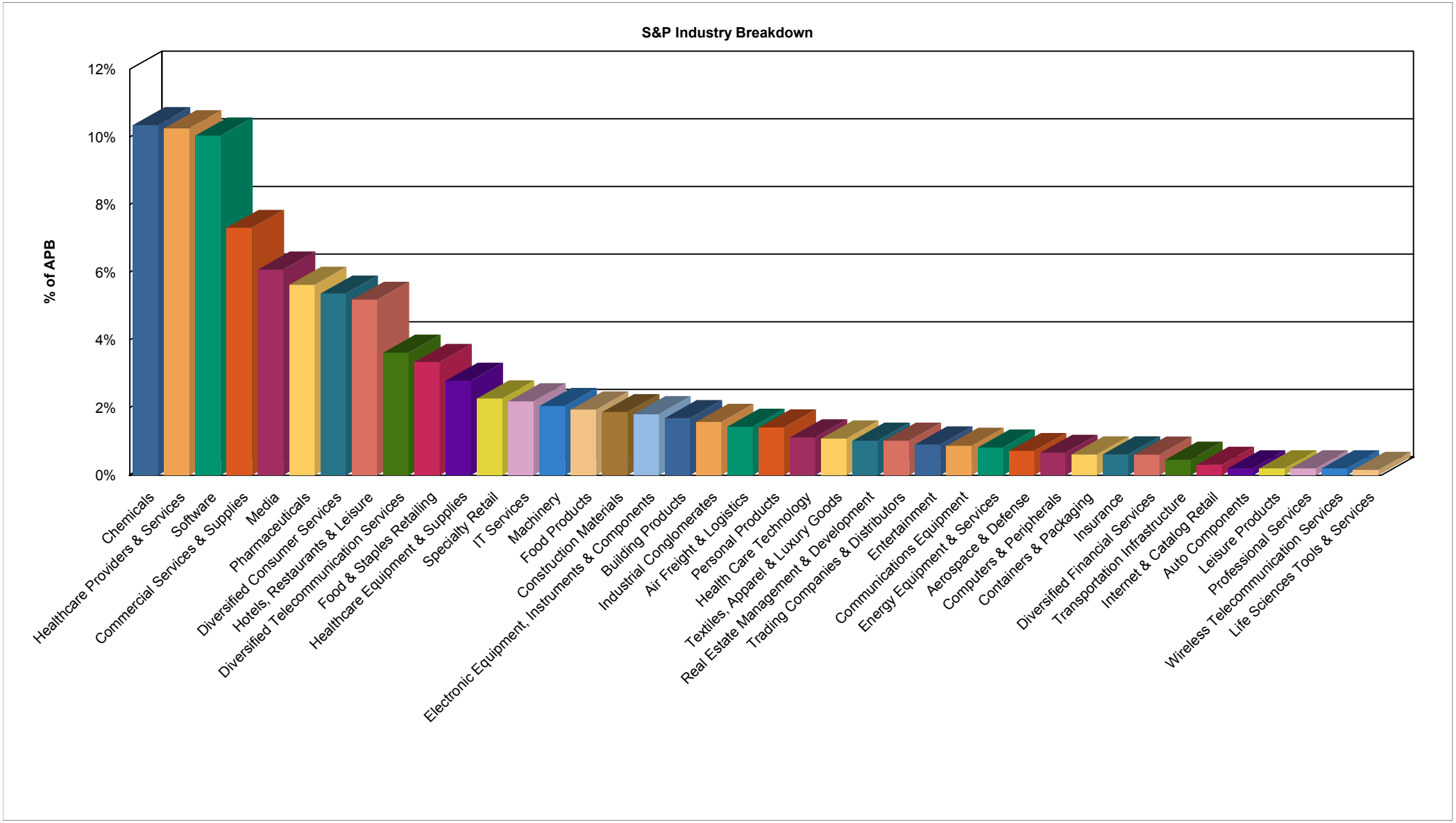
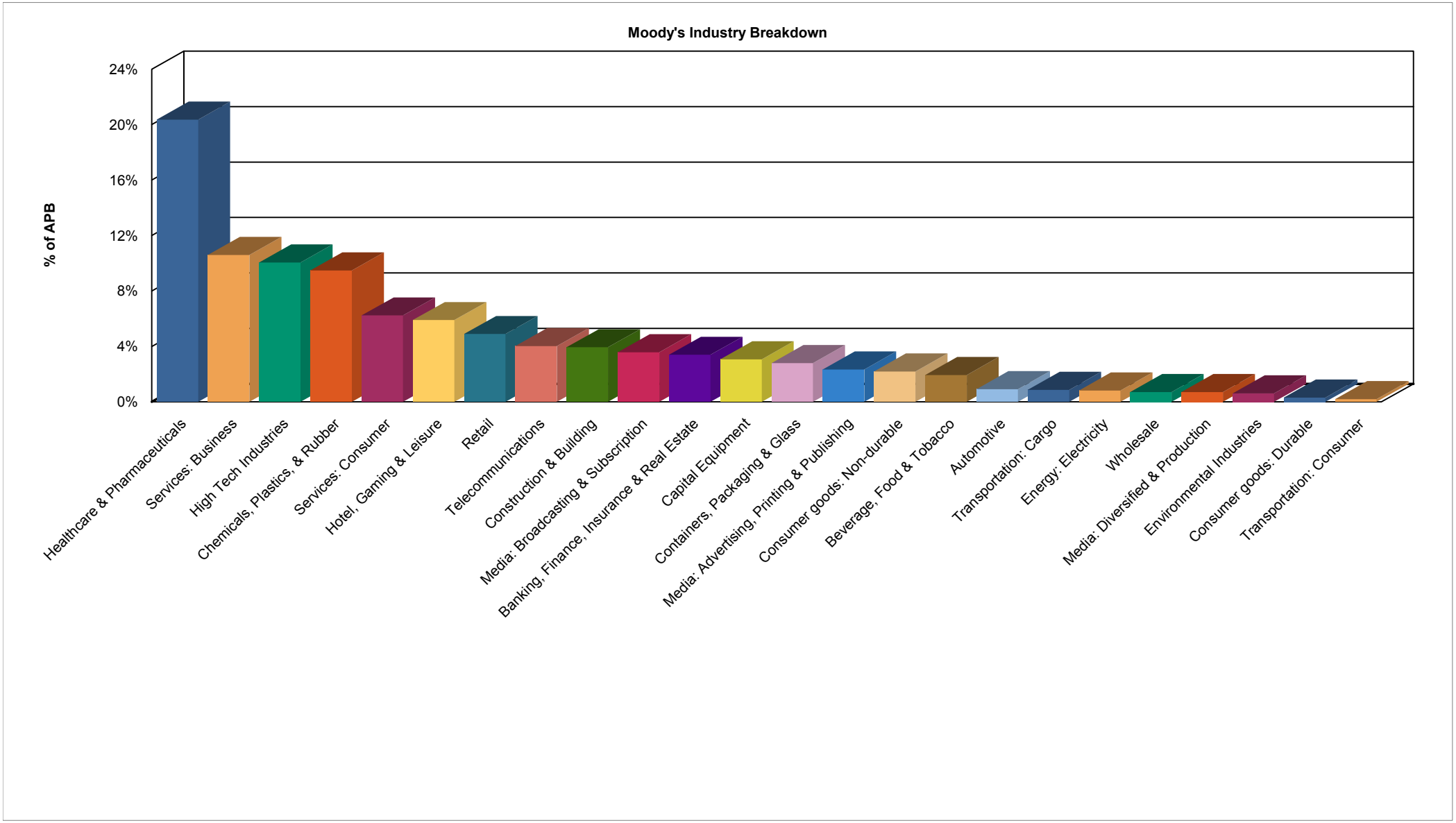
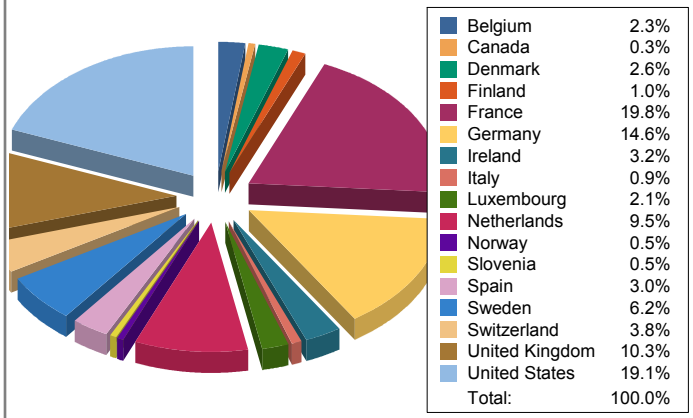
Unit 4 NV Term Loan	Facility B3	LX181775	18-Sep-2023	B2	B1	B-	High Tech Industries	Software	45%	35%	3(55%)	2,981,452.74
United Group BV	ADRBID 4.125% 05/15/2025	XS1843437200	15-May-2025	B2	B2	B	Telecommunications	Diversified Telecommunication Services	35%	30%	3(50%)	2,500,000.00
Valeo F1 Company Limited Term Loan	EUR Term Loan	LX167793	27-Aug-2024	***	***	***	Beverage, Food & Tobacco	Food Products	***	***	***	2,000,000.00
Verisure Holding AB Term Loan	Facility B1E	LX164262	21-Oct-2022	B1	B2	B	Services: Consumer	Commercial Services & Supplies	50%	45%	3(65%)	8,500,000.00
Veritas US Inc Term Loan	First Lien Term Loan B	LX165579	27-Jan-2023	B2	B3	B-	High Tech Industries	Software	50%	50%	2(70%)	2,676,640.63
Vistra Group Holdings (BVI) II Limited – Stiphout Finance BV Term Loan	First Lien Repriced Euro Term Loan	LX146618	26-Oct-2022	B2	B2	B	Services: Business	Diversified Financial Services	45%	30%	3(50%)	969,697.63
VUE INTERNATIONAL BIDCO PLC Delayed Drawdown	Facility B2	LX181243	03-Jul-2026	B2	B3	B-	Hotel, Gaming & Leisure	Entertainment	50%	45%	3(65%)	190,508.02
VUE INTERNATIONAL BIDCO PLC Term Loan	Facility B1 Loan	LX180927	03-Jul-2026	B2	B3	B-	Hotel, Gaming & Leisure	Entertainment	50%	45%	3(65%)	1,059,491.98
WowMidco SAS Term Loan	Euro Term Loan	LX181920	16-Aug-2026	***	***	B	Services: Business	Commercial Services & Supplies	***	30%	3(50%)	3,500,000.00
Zephyr Bidco Limited Term Loan	Facility B2	LX173851	23-Jul-2025	B2	B3	B	Media: Diversified & Production	Internet & Catalog Retail	50%	45%	3(65%)	1,500,000.00
ZF Bidco Term Loan	Senior Facility B	LX162576	29-Apr-2024	***	***	***	Retail	Food & Staples Retailing	***	***	***	3,000,000.00
Ziggo BV Term Loan	Term Loan H	LX183461	31-Jan-2029	B1	B1	B+	Media: Broadcasting & Subscription	Media	45%	45%	3(65%)	7,000,000.00
										Grand Total:		**488,909,913.72**



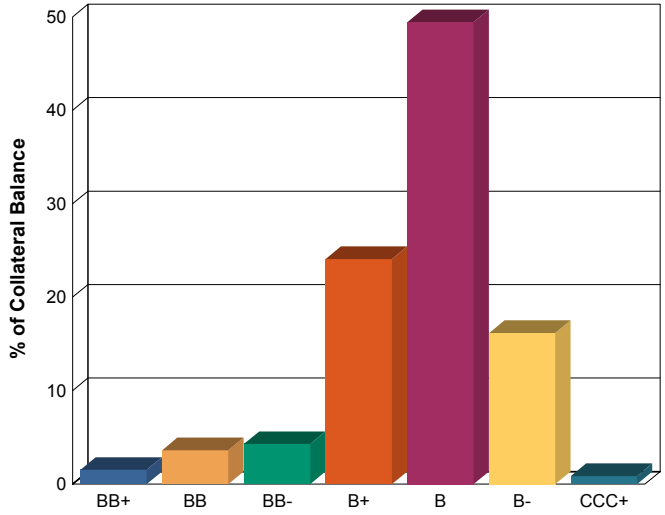


Collateral Amount by Country of Operation

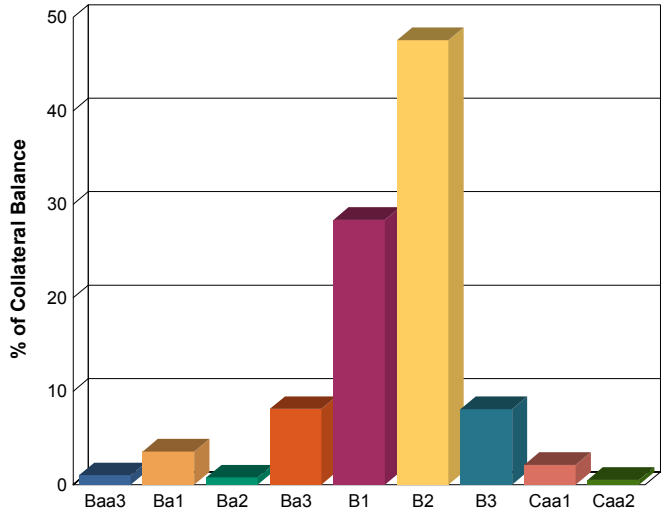


Belgium	2.3%
Canada	0.3%
Denmark	2.6%
Finland	1.0%
France	19.8%
Germany	14.6%
Ireland	3.2%
Italy	0.9%
Luxembourg	2.1%
Netherlands	9.5%
Norway	0.5%
Slovenia	0.5%
Spain	3.0%
Sweden	6.2%
Switzerland	3.8%
United Kingdom	10.3%
United States	19.1%
Total:	100.0%

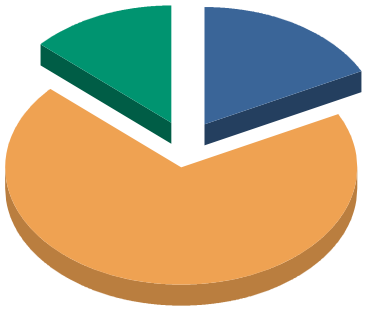
S&P Rating Distribution



Moody's Rating Distribution

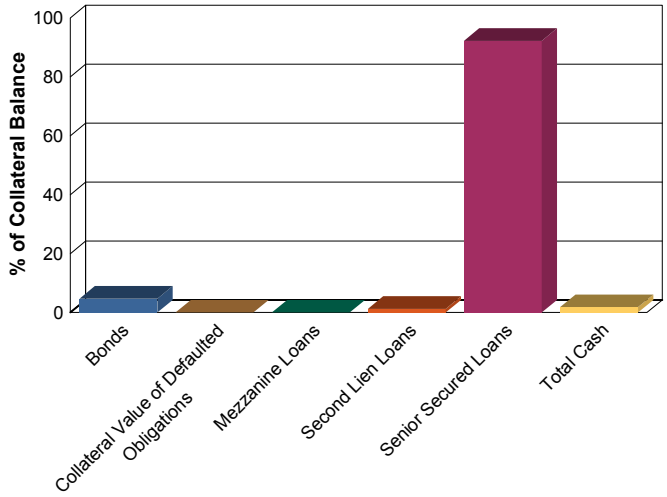


Payment Frequency Distribution

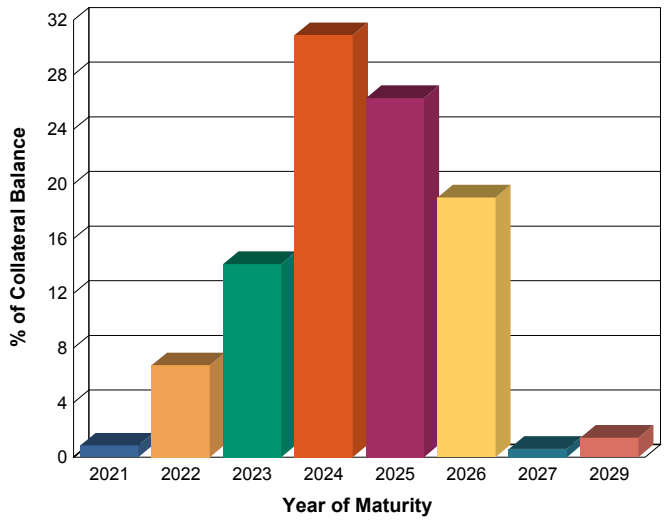


Monthly	17.6%
Quarterly	68.9%
Semi-Annual	13.5%
Total:	100.0%

Collateral Amount by Asset Type and Security Level



Maturity Date Distribution



ANNEX C – 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 Rate

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 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 Secured Senior Loan or a Secured Senior 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:

S&P Recovery Rates for Obligors Domiciled in Group A

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B/CCC"
1+	18%	20%	23%	26%	29%	31%
1	18%	20%	23%	26%	29%	31%
2	18%	20%	23%	26%	29%	31%
3	12%	15%	18%	21%	22%	23%
4	5%	8%	11%	13%	14%	15%
5	2%	4%	6%	8%	9%	10%
6	0%	0%	0%	0%	0%	0%

S&P Recovery Rates for Obligors Domiciled in Group B

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B/CCC"
1+	13%	16%	18%	21%	23%	25%
1	13%	16%	18%	21%	23%	25%
2	13%	16%	18%	21%	23%	25%
3	8%	11%	13%	15%	16%	17%
4	5%	5%	5%	5%	5%	5%
5	2%	2%	2%	2%	2%	2%
6	0%	0%	0%	0%	0%	0%

S&P Recovery Rates 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%	12%	14%	16%	18%	20%
1	10%	12%	14%	16%	18%	20%
2	10%	12%	14%	16%	18%	20%
3	5%	7%	9%	10%	11%	12%
4	2%	2%	2%	2%	2%	2%
5	0%	0%	0%	0%	0%	0%
6	0%	0%	0%	0%	0%	0%

(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 Debt Instrument or an Unsecured Senior 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 Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rates 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%	8%	8%	8%	8%	8%
1	8%	8%	8%	8%	8%	8%
2	8%	8%	8%	8%	8%	8%
3	5%	5%	5%	5%	5%	5%
4	2%	2%	2%	2%	2%	2%
5	0%	0%	0%	0%	0%	0%
6	0%	0%	0%	0%	0%	0%

S&P Recovery Rates 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%	5%	5%	5%	5%	5%
1	5%	5%	5%	5%	5%	5%
2	5%	5%	5%	5%	5%	5%
3	2%	2%	2%	2%	2%	2%
4	0%	0%	0%	0%	0%	0%
5	0%	0%	0%	0%	0%	0%
6	0%	0%	0%	0%	0%	0%

(b) If an S&P Recovery Rate cannot be determined using Clause (a) above, the S&P Recovery Rate shall be determined as follows:

S&P Recovery Rates for Obligors Domiciled in Groups A, B and C

Priority Category	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B/CCC"
Secured Senior Loans (excluding S&P Cov-Lite Loans)						
Group A	50%	55%	59%	63%	75%	79%
Group B	39%	42%	46%	49%	60%	63%
Group C	17%	19%	27%	29%	31%	34%
Secured Senior Loans that are S&P Cov-Lite Loans and Secured Senior Bonds						
Group A	41%	46%	49%	53%	63%	67%
Group B	32%	35%	39%	41%	50%	53%
Group C	17%	19%	27%	29%	31%	34%
Unsecured Senior Loans, Mezzanine Obligations and Second Lien Loans						
Group A	18%	20%	23%	26%	29%	31%
Group B	13%	16%	18%	21%	23%	25%
Group C	10%	12%	14%	16%	18%	20%
High Yield Bonds						
Group A	8%	8%	8%	8%	8%	8%
Group B	8%	8%	8%	8%	8%	8%
Group C	5%	5%	5%	5%	5%	5%
Sovereign Debt	37%	38%	40%	47%	49%	50%

For the purposes of the above:

The country group of an Obligor's domicile for purposes of the S&P Recovery Rate are determined according to Annex D hereto or as otherwise modified, amended or replaced by S&P from time to time; 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 C (*S&P Recovery Rates*) as may be modified or superseded by notice from S&P.

"**S&P Cov-Lite Loan**" means a Collateral Debt Obligation that is an interest in a loan, the Underlying Instruments for which do not (i) contain any financial covenants or (ii) require the Obligor thereunder to comply with any Maintenance Covenant (regardless of whether compliance with one or more Incurrence Covenants is otherwise required by such Underlying Instruments).

ANNEX D – S&P COUNTRY GROUPS

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

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