

1.3.2 All purchases and sales of the Bonds and/or other financial instruments shall be for the account and at the risk of the Fund.

1.3.3 In connection with the Fund's investments, the Manager shall have the right to effect any investment through, or to transfer all or a portion of such investment to, one or more investment vehicles owned by the Fund and other Person(s) ("**Investment Vehicles**") that are established solely for purposes of enabling the Fund to overcome or minimize legal and regulatory constraints, enhance tax efficiencies or address other tax considerations, or otherwise facilitate the Fund's participation in such investments; provided that the Manager shall not have the right to establish any parallel fund that would invest alongside the Fund.

**1.4 Principal Place of Business and Registered Offices.** The principal place of business of the Fund is 262 West 38th Street, Suite 507, New York, NY 10018, United States. The Fund may from time to time change its principal place of business and may establish additional places of business when and where required by the business of the Fund. The name and initial address of the Fund's registered agent shall be as set forth in the Registration Statement, until such time as it is changed in accordance with the LLC Law. The registered office of the Fund initially shall be located at c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. The Manager may change the location of the registered office of the Fund to such other location within the Cayman Islands as the Manager may determine at any time, upon written notice to the Members indicating the new location of such registered office.

**1.5 Term.** The term of the Fund commenced on September 10, 2018 and shall continue in existence in perpetuity until the Fund is wound up and subsequently dissolved pursuant to Section 11.1.

## 2. CERTAIN DEFINITIONS

**2.1 "Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant taxable year or other period, after giving effect to the following adjustments:

(a) credit such Capital Account by any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of each of Treasury Regulations Sections 1.704-2(i)(5) and 1.704-2(g); and

(b) debit such Capital Account by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

**2.2 "Adjusted Capital Contribution"** means, with respect to any Member and as of any date of determination, an amount equal to (i) the aggregate amount of Capital Contributions made by such Member on or prior to such date, reduced (but not below zero) by (ii) the cumulative amount of (x) all distributions made to such Member on or prior to such date pursuant to Section 4.2.1, (y) all unused capital returned to such Member on or prior to such date pursuant to Section 3.3.3, and (z) any Capital Contribution by such Member that is held in Capital Reserves.

**2.3 "AEOI"** means one or more of the following, as the context requires: (a) FATCA, the Common Reporting Standard issued by the Organization for Economic Cooperation and Development, or