

Certain Other Conflicts of Interest. The Initial Purchaser or its Affiliates may own positions in and will likely have placed or underwritten certain of the Collateral Obligations (or other obligations of the obligors of Collateral Obligations) when they were originally issued and may have provided or be providing investment banking services and other services to obligors of certain Collateral Obligations. In addition, the Initial Purchaser and its Affiliates, and clients of its Affiliates, may invest in debt obligations and securities that are senior to, or have interests different from or adverse to, Collateral Obligations. It is expected that from time to time the Investment Manager will purchase from or sell Collateral Obligations through or to the Initial Purchaser or its Affiliates (including a significant portion of the Collateral Obligations to be purchased on or prior to the Closing Date) and that one or more Affiliates of the Initial Purchaser may act as the selling institution with respect to Participations, a counterparty under a Hedge Agreement and/or a counterparty with respect to securities lending transactions (if any). The Initial Purchaser and its Affiliates may act as placement agent and/or initial purchaser in other transactions involving issues of collateralized debt obligations or other investment funds with assets similar to those of the Issuer, which may have an adverse effect on the availability of collateral for the Issuer. The Initial Purchaser does not disclose specific trading positions or its hedging strategy, including whether it is in a long or short position in any Security or obligation referred to in this Offering Memorandum. Nonetheless, in the ordinary course of business, the Initial Purchaser and its Affiliates and employees or customers of the Initial Purchaser and its Affiliates may actively trade in the Securities, Collateral Obligations and Eligible Investments for their own accounts and for the accounts of their customers. Accordingly, the Initial Purchaser and its Affiliates and employees or customers of the Initial Purchaser and its Affiliates may at any time hold a long or short position in such Securities and obligations, but are not required to do so. The Initial Purchaser and its Affiliates and employees or customers of the Initial Purchaser and its Affiliates may also enter into credit derivative or other derivative transactions with other parties pursuant to which it sells or buys credit protection with respect to such Securities and obligations. An Affiliate of the Initial Purchaser has provided and, prior to the Closing Date, will continue to provide financing to the Issuer for the purchase of Collateral Obligations for which it is being paid a financing fee. See “—Pre-Closing Collateral Accumulation.”

The Initial Purchaser takes no responsibility for, and has no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Collateral or the actions of the Investment Manager or the Issuer and will have 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 its Affiliates owns Securities, it will have no responsibility to consider the interests of any other holders of Securities in actions it takes or refrains from taking in such capacity.

The Trustee, the Initial Purchaser or any Hedge Counterparty or any of their respective Affiliates or employees may purchase Securities (either upon initial issuance or through secondary transfers), buy credit protection on Securities, or exercise any Voting Rights to which such Securities are entitled.

Pre-Closing Collateral Accumulation. The Investment Manager has advised the Issuer with respect to the accumulation of obligations prior to the Closing Date. Financing for acquisition of each obligation is being provided by Credit Suisse International (“CSI”), an Affiliate of the Initial Purchaser, and the Investment Manager (the “Pre-Closing Parties”) subject to certain conditions, including satisfaction of eligibility criteria and approval of CSI. The financing will be repaid in full on the Closing Date out of proceeds from the sale of the Securities. In consideration for providing financing, the Pre-Closing Parties also will be entitled to receive on the Closing Date virtually all of the interest income paid or payable on the loans on or prior to the Closing Date. Any interest on the loans accrued but unpaid as of the Closing Date (the “Warehouse Accrued Interest”) will be paid to the Pre-Closing Parties out of the proceeds from the sale of the Securities. When the Warehouse Accrued Interest is paid to the Issuer, the Issuer will retain such amounts and treat them as Principal Proceeds.

The prices paid for such loans will be their market value on the date the Issuer entered into the commitment to purchase, which may be greater or less than the market value thereof on the Closing Date. In addition, although such loans are expected to satisfy the limitations applicable to Collateral Obligations at the time of purchase because of events occurring between the purchase or commitment to purchase and the Closing Date, they may not satisfy such limitations on the Closing Date.

There can be no assurance that the market value of any asset owned by the Issuer on the Closing Date will be equal to or greater than the price paid by the Issuer, and any net losses (as well as net gains) after repayment of financing costs, experienced in respect of any such loan during the pre-closing period will be for the Issuer’s account. In addition, events occurring between the date hereof and on or prior to the Closing Date, including changes in