

“Class C Coverage Tests”: Together, the Class C Overcollateralization Test and the Class C Interest Coverage Test.

“Class C Interest Coverage Test”: A test satisfied as of any Measurement Date if the Interest Coverage Ratio calculated for the Senior Notes as the Applicable Notes is at least (a) 100.0% on or before the Determination Date related to the first Distribution Date and (b) 110.0% thereafter.

“Class C Overcollateralization Test”: A test satisfied as of any Measurement Date if the Overcollateralization Ratio calculated for the Senior Notes as the Applicable Notes is at least 107.6%.

“Class D Coverage Tests”: Together, the Class D Overcollateralization Test and the Class D Interest Coverage Test.

“Class D Interest Coverage Test”: A test satisfied as of any Measurement Date after the Determination Date related to the first Distribution Date if the Interest Coverage Ratio calculated for the Rated Notes as the Applicable Notes is at least 105.0%. There will be no Class D Interest Coverage Test prior to or on the Determination Date related to the first Distribution Date.

“Class D Overcollateralization Test”: A test satisfied as of any Measurement Date if the Overcollateralization Ratio calculated for the Rated Notes as the Applicable Notes is at least 104.0%.

“Clearstream”: Clearstream Banking, société anonyme, or any successor clearing corporation.

“Closing Date Interest Deposit”: An amount (if any) deposited in the Collection Account on the Closing Date as Interest Proceeds.

“Code”: The U.S. Internal Revenue Code of 1986, as amended.

“Co-Issued Securities”: The Senior Notes.

“Collateral Administration Agreement”: The Collateral Administration Agreement dated as of the Closing Date by and among the Issuer, the Investment Manager and the Collateral Administrator, as amended from time to time in accordance with its terms.

“Collateral Administrator”: The Bank, solely in its capacity as Collateral Administrator under the Collateral Administration Agreement, until a successor Person shall have become the Collateral Administrator pursuant to the applicable provisions of the Collateral Administration Agreement, and thereafter “Collateral Administrator” shall mean such successor Person.

“Collection Account”: The interest collection account or principal collection account, as applicable, established under the Indenture into which the Issuer will deposit and all times maintain, any amounts received in respect of the Collateral, including Interest Proceeds and Principal Proceeds.

“Commitment Amount”: With respect to any Credit Facility, the sum of the Funded Amount and the maximum aggregate amount of unfunded advances or other extensions of credit, or payments of principal amounts, at any one time outstanding that the Issuer could be required to make to the obligor under the Underlying Instruments relating thereto.

“Companies Law”: The Companies Law (2010 Revision) of the Cayman Islands, as amended from time to time.

“Controlling Class”: So long as any Class A-1 Notes are Outstanding, the Class A-1 Notes; then the Class A-2 Notes, so long as any Class A-2 Notes are Outstanding; then the Class B Notes, so long as any Class B Notes are Outstanding; then the Class C Notes, so long as any Class C Notes are Outstanding; then the Class D Notes, so long as any Class D Notes are Outstanding; and then the Subordinated Securities (acting as a single class).

“Controlling Party”: A Majority of the Controlling Class.

“Counterparty Ratings”: At the time of the Issuer’s commitment to purchase a Participation, the Aggregate Principal Balance of (a) Participations with any one Selling Institution (or its Affiliates) may not exceed the percentage of the Portfolio Principal Balance set forth opposite the entity’s rating under the caption “Individual