

(vii) to the payment of unpaid Deferred Interest on the Class D Notes until such amounts have been paid in full; and

(viii) to the redemption of the Class D Notes until the Class D Notes have been fully redeemed.

“Notes”: The Class A-1 Notes, the Class A-2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Income Notes, collectively.

“Notice of Default”: A “Notice of Default” under the Indenture.

“Obligor”: The applicable issuer, borrower or guarantor (which in any case is a corporation, company, partnership or trust), or any successor thereto with respect to such Collateral Obligation.

“OC Numerator”: As of any date of determination, the sum of (a) the Aggregate Principal Balance of the Collateral Obligations (other than (i) Defaulted Obligations and (ii) Deferring PIK Obligations), (b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds, (c) the lesser of the (i) S&P Collateral Value of all Defaulted Obligations (other than Defaulted Obligations that have been held by the Issuer for more than three years) and all Deferring PIK Obligations and (ii) Moody’s Collateral Value of all Defaulted Obligations (other than Defaulted Obligations that have been held by the Issuer for more than three years) and all Deferring PIK Obligations and (d) any unpaid accrued interest on any Collateral Obligation or Eligible Investment that was purchased with Principal Proceeds but excluding any deferred or capitalized interest.

“Operating Guidelines”: the operating guidelines attached to the Collateral Management Agreement as Schedule A.

“Optional Redemption”: As defined in “*Description of the Notes—Payments.*”

“Optional Redemption Date”: The Payment Date next following receipt by the Trustee of the direction to redeem the Notes pursuant to an Optional Redemption (or, if such direction is received less than 45 Business Days prior to a Payment Date, on the next Payment Date thereafter).

“Ordinary Shares”: 1,000 voting Ordinary Shares, par value U.S. \$1.00 per share, of the Issuer.

“Outstanding”: With respect to the Notes or any specified Class, as of any date of determination, “Outstanding” refers to all of the Notes or all of the Notes of such Class, as the case may be, theretofore authenticated and delivered under the Indenture other than Notes cancelled, redeemed, exchanged or replaced in accordance with the terms of the Indenture, as set forth in the Indenture.

“Overcollateralization Ratio”: For any specified Class or Classes of Senior Notes as of any Measurement Date, the percentage derived from dividing (i) the OC Numerator by (ii) the Aggregate Principal Amount of the Notes of such Class and each Class of Notes that ranks senior to such Class, in each case, if applicable (together with any Deferred Interest with respect to such Classes of Notes).

“Overcollateralization Test”: A test that will be satisfied for any specified Class or Classes of Senior Notes as of any Measurement Date beginning on the Determination Date related to the first Payment Date following the Ramp-Up Period if the Overcollateralization Ratio for such Class or Classes is at least equal to the applicable Required Overcollateralization Ratio for such Class or Classes set forth in “*Security for the Notes—The Coverage Tests.*”

“Partial PIK Obligation”: Any PIK Obligation but only if (a) a portion of interest accruing on the outstanding principal amount thereof may not be deferred and capitalized, (b) such interest is required to be paid in cash no less frequently than semi-annually and (c) the rate at which such cash-pay interest accrues is not less than (i) in the case of a floating rate security, the London interbank offered rate (as applicable to such floating rate security) plus 2.0% and (ii) in the case of a fixed rate security, the zero coupon swap rate equivalent of LIBOR (as would be calculated for each Periodic Interest Accrual Period ending on or after the date of acquisition of such fixed rate security) plus 2.0%. For purposes hereof, each Partial PIK Obligation will be treated as having a principal balance which excludes any deferred or capitalized interest thereon.