

“Co-Issuer”: The Person named as such on the first page of this Indenture until a successor Person shall have become the Co-Issuer pursuant to the applicable provisions of this Indenture, and thereafter “Co-Issuer” shall mean such successor Person.

“Co-Issuers”: The Issuer and the Co-Issuer.

“Collateral”: The meaning specified in the Granting Clauses hereof.

“Collateral Administration Agreement”: The Collateral Administration Agreement, dated as of the Closing Date, among the Issuer, the Collateral Manager and the Collateral Administrator, as amended from time to time.

“Collateral Administrator”: The Bank in its capacity as such under the Collateral Administration Agreement, and its permitted successors.

“Collateral Administrator Expenses”: Amounts owed to the Collateral Administrator in any Collection Period, other than those included within the Collateral Administrator Fee, pursuant to the Collateral Administration Agreement.

“Collateral Administrator Fee”: Fees payable to the Collateral Administrator for the performance of the Collateral Administrator’s obligations under the Collateral Administration Agreement.

“Collateral Interest Amount”: As of any date of determination, the aggregate amount of Interest Proceeds that have been received or are reasonably expected to be received, in each case during the Collection Period in which such date of determination occurs.

“Collateral Management Agreement”: The Management Agreement, dated as of the Closing Date, between the Issuer and the Collateral Manager, as amended from time to time.

“Collateral Manager”: Jefferies Capital Management, Inc., until a successor Person shall have become the Collateral Manager pursuant to the provisions of the Collateral Management Agreement, and thereafter “Collateral Manager” shall mean such successor Person.

“Collateral Obligation”: An obligation that, as of the date of purchase by the Issuer (or entry into a commitment to purchase by the Issuer), is (i) a Term Loan or a participation in a Term Loan, (ii) a Revolving Loan or a participation in a Revolving Loan, (iii) a Structured Finance Obligation, (iv) a Bond or (v) a Synthetic Security (provided that, in the case of (i), (ii), (iii) or (iv), such obligation, and in the case of (v), the relevant underlying obligation and, where indicated, the Synthetic Security itself, satisfies the Collateral Obligation Eligibility Criteria as of such date) and has been Delivered to the trustee as Collateral hereunder.

“Collateral Obligation Eligibility Criteria”:

The following criteria:

- (a) The obligation is denominated and payable only in U.S. Dollars.