

Appendix: Glossary

"Account Control Agreement" means the account control agreement dated as of [●], 2018, among the Co-Issuers, the Security Party and US Bank, as securities intermediary, as may be amended.

"Accredited Investor" means an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act.

"Additional Fees" means all commitment fees, amendment fees, waiver fees, late payment fees, consent fees and any other fees or amounts that are received by the Borrower in respect of the Portfolio.

"Adjusted Capital Contributions" means, at any time, the sum of the Capital Contributions plus the aggregate Capital Contributions which would be required to be funded in order to fund all Committed Purchases.

"Administrative Expenses": The (a) fees, expenses (including indemnities) and other amounts due or accrued (i) to the Trustee in each of its capacities under the Refinancing indenture, (ii) the Portfolio Administrator under the Portfolio Administration Agreement, (iii) the PS Issuing and Paying Agent pursuant to the PS Issuing and Paying Agency Agreement, (iv) the Preferred Share Agent pursuant to the PS Issuing and Paying Agency Agreement, (v) the Portfolio Information Agent pursuant to the Portfolio Information Agency Agreement and (vi) the Loan Settlement Agent pursuant to the Loan Closing Services Agreement, (b) to the payment of expenses related to listing of the Listed Notes on the Global Exchange Market, with respect to any Payment Date and (c) the following on a *pro rata* basis:

(a) the independent accountants, agents (other than the Portfolio Advisor) and counsel of the Issuer for fees and expenses;

(b) the Rating Agency for fees and expenses (including surveillance fees);

(c) the Portfolio Advisor under the Refinancing Indenture and the Portfolio Advisory Agreement including without limitation for reasonable fees and expenses of the Portfolio Advisor (but excluding the Advisory Fee) payable under the Portfolio Advisory Agreement;

(d) the Administrator for fees and expenses pursuant to the Portfolio Administration Agreement;

(e) the Independent Review Party for fees, indemnities and expenses incurred under the terms of its appointment;

(f) expenses and fees related to Refinancings and re-pricings (including reserves established for Refinancings and re-pricings expected to occur prior to the next Payment Date);

(g) any other Person in respect of any other fees or expenses permitted under this Indenture and the documents delivered pursuant to or in connection with this Indenture (including expenses incurred in connection with achieving Tax Account Reporting Rules Compliance or otherwise complying with tax laws, the payment of facility rating fees and all legal and other fees and expenses incurred in connection with the purchase or sale of any Collateral Obligations and any other expenses incurred in connection with the Collateral Obligations, including any Excepted Advances and any expenses relating to a completed or contemplated Refinancing or re-pricing); and

(h) any other Person in connection with satisfying the U.S. Risk Retention Requirements and/or EU Risk Retention Requirements;

provided that (A) amounts due in respect of actions taken on or before the Closing Date shall not be payable as Administrative Expenses but shall be payable only from the Expense Reserve Account, (B) for the avoidance of doubt, amounts that are specified as payable under the Priority of Payments that are not specifically identified therein as Administrative Expenses (including, without limitation, interest and principal in respect of the Notes and amounts owing to hedge counterparties) shall not constitute Administrative Expenses, and (C) the Portfolio Advisor may direct the payment of Rating Agency fees.

"Advisers Act" means the Investment Adviser's Act of 1940, as amended.