

Obligations, may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, any Obligor, any affiliate of any Obligor or any other Person or other entity having obligations relating to any Obligor, and may act with respect to such business, regardless of whether any such relationship or action might have an adverse effect on any Obligor (including, without limitation, any action which might result in or cause a Collateral Obligation to be a Defaulted Obligation), or on the position of the Co-Issuers or any other party to the transactions described herein or otherwise. The Initial Purchaser, the Placement Agent or one or more of their Affiliates may act as a dealer for purposes of providing quotations with respect to the determination of the Market Value of any Collateral Obligation or for purposes of buying or selling Collateral Obligations. In addition, the Initial Purchaser and Placement Agent and/or their affiliates may from time to time possess interests in the Obligors and/or Collateral Obligations allowing the Initial Purchaser and Placement Agent or their Affiliates, as applicable (or any investment manager or adviser acting on its or their behalf), to exercise voting or consent rights with respect thereto, and such rights may be exercised in a manner that may be adverse to the interests of the Holders or that may affect the market value of Collateral Obligations and/or the amounts payable thereunder. The Initial Purchaser and Placement Agent and their Affiliates may maintain other banking and investment advisory relationships with the Collateral Manager and its Affiliates.

The Initial Purchaser and Placement Agent and their Affiliates currently act as administrative agent, swap counterparty, underwriter, initial purchaser or placement agent or in a similar capacity for entities having investment objectives similar to those of the Issuer, and the Initial Purchaser and its Affiliates may act as administrative agent, swap counterparty, underwriter, initial purchaser or placement agent for such entities and other similar entities in the future. The Initial Purchaser and Placement Agent (or an Affiliate) may be advising or distributing securities on behalf of an issuer or providing banking or other services to an issuer at the same time at which the Collateral Manager is determining whether to purchase or sell a Collateral Obligation of such issuer under the Indenture. The Initial Purchaser and Placement Agent have no duty to inform the Collateral Manager, the Co-Issuers or the Holders of the Notes of any such relationship or activity. Employees of the Initial Purchaser and Placement Agent and their affiliates may also serve as directors of other entities having investment objectives similar to those of the Issuer.

The Issuer may invest in Collateral Obligations and Eligible Investments that are purchased from or sold to, or are obligations of, the Initial Purchaser and Placement Agent or their Affiliates. The Initial Purchaser and Placement Agent and their Affiliates may hold or deal in obligations of, or interests in, and may generally engage in any kind of commercial or investment banking or other business with, issuers of Eligible Investments.

No Representation as to Notes. None of the Co-Issuers, the Initial Purchaser, the Placement Agent, the Collateral Manager or the Trustee or any affiliate thereof makes any representation as to the accounting, capital, tax and other regulatory and legal consequences to investors of ownership of the Notes and no purchaser may rely on any such party for a determination of the accounting, capital, tax and other regulatory and legal consequences to such purchaser of ownership of the Notes. Each purchaser of Notes, by its acceptance thereof, will be required to represent or will be deemed to have represented, as applicable, to the Co-Issuers, the Collateral Manager, the Initial Purchaser and the Placement Agent, among other things, that such purchaser has consulted with its own financial, legal and tax advisors regarding investment in the Notes as such purchaser has deemed necessary and that the investment by such purchaser, is permissible under applicable laws governing such purchase, and complies with applicable securities laws and other laws.

The Co-Issuers. The Issuer and the Co-Issuer are a recently incorporated Cayman Islands exempted company and a recently incorporated Delaware corporation, respectively, and have no prior operating history or prior business experience, other than (in the case of the Issuer) acquiring certain loans prior to the Closing Date in anticipation of the offering of the Securities pursuant to warehouse arrangements with an Affiliate of the Initial Purchaser. The assets of the Issuer that will be pledged to secure the Securities will comprise solely of (i) Collateral Obligations and Eligible Investments acquired with the net proceeds from the issuance of the Securities and from time to time thereafter with other amounts received by the Issuer in respect of the Collateral, (ii) funds on deposit in certain accounts established under the Indenture, (iii) the rights of the Issuer under the Indenture, the Collateral Management Agreement and the Collateral Administration Agreement and (iv) certain payments or distributions received in respect of the Collateral Obligations and Eligible Investments. The Co-Issuer will not have any significant assets and will not pledge any assets under the Indenture.

The Issuer has no employees. The Issuer will not engage in any business activity other than the issuance of the Securities as described herein, the acquisition and disposition of Collateral Obligations and Eligible Investments