



Global Corporate Trust  
190 S. LaSalle St., 8<sup>th</sup> Floor  
Chicago, Illinois 60603

## Notice to Holders of Romark CLO – IV Ltd. and, as applicable, Romark CLO – IV LLC<sup>1</sup>

Class of Securities	Rule 144A			Regulation S			Accredited Investor	
	CUSIP	ISIN	Common Code	CUSIP	ISIN	Common Code	CUSIP	ISIN
Class A-1 Notes	77588LAA9	US77588LAA98	N/A	G7634LAA3	USG7634LAA38	233096695	N/A	N/A
Class A-2a Notes	77588LAC5	US77588LAC54	N/A	G7634LAB1	USG7634LAB11	233096709	N/A	N/A
Class A-2b Notes	77588LAJ0	US77588LAJ08	N/A	G7634LAE5	USG7634LAE59	233096644	N/A	N/A
Class B Notes	77588LAE1	US77588LAE11	N/A	G7634LAC9	USG7634LAC93	233096628	N/A	N/A
Class C-1 Notes	77588LAG6	US77588LAG68	N/A	G7634LAD7	USG7634LAD76	233096636	N/A	N/A
Class C-2 Notes	77588LAL5	US77588LAL53	N/A	G7634LAF2	USG7634LAF25	233096580	N/A	N/A
Class D Notes	77588MAA7	US77588MAA71	N/A	G7634MAA1	USG7634MAA11	233096580	N/A	N/A
Subordinated Notes	77588MAC3	US77588MAC38	N/A	G7634MAB9	USG7634MAB93	233096563	77588MAD1	US77588MAD11

and notice to the parties listed on Schedule A attached hereto.

**PLEASE FORWARD THIS NOTICE TO BENEFICIAL HOLDERS**

### Notice of Proposed Second Supplemental Indenture

Reference is made to that certain Indenture, dated as of June 1, 2021 (as amended by the First Supplemental Indenture, dated as of June 30, 2023, and as may be further amended, modified or supplemented from time to time, the “*Indenture*”), among Romark CLO – IV Ltd. (the “*Issuer*”), Romark CLO – IV LLC (the “*Co-Issuer*”) and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (in such capacity, the “*Trustee*”). Capitalized terms used but not defined herein shall have the meaning given thereto in the Indenture.

Pursuant to Section 8.3(b) of the Indenture, the Trustee hereby provides notice of a proposed second supplemental indenture (hereinafter referred to as the “*Proposed Supplemental Indenture*”) to be entered into between the Issuer, the Co-Issuer and the Trustee in connection with a Refinancing. A copy of the Proposed Supplemental Indenture is attached hereto as Exhibit A.

Please note that the execution of the Proposed Supplemental Indenture and the completion of a Refinancing are subject to the satisfaction of certain conditions set forth in the Indenture, including, without limitation, the conditions set forth in Articles VIII and IX of the Indenture. The

<sup>1</sup> The CUSIP/ISIN numbers appearing herein are included solely for the convenience of the Holders. The Trustee is not responsible for the selection or use of CUSIP/ISIN numbers, or for the accuracy or correctness of CUSIP/ISIN numbers printed on any Notes or as indicated in this notice. Please note that the Accredited Investor CUSIP and ISIN numbers are not DTC eligible.

Trustee does not express any view on the merits of, and does not make any recommendation (either for or against) and makes no representations or warranties with respect to, the Refinancing or a Proposed Supplemental Indenture and gives no investment, tax or legal advice and makes no representation or warranty in respect of information provided on behalf of the Issuer. Each Holder should seek advice from its own counsel and advisors based on the Holder's particular circumstances.

Recipients of this notice are cautioned that this notice is not evidence that the Trustee will recognize the recipient as a Holder. In addressing inquiries that may be directed to it, the Trustee may conclude that a specific response to a particular inquiry from an individual Holder is not consistent with equal and full dissemination of information to all Holders. Holders should not rely on the Trustee as their sole source of information.

The Trustee expressly reserves all rights under the Indenture, including, without limitation, its right to payment in full of all fees and costs (including, without limitation, fees and costs incurred or to be incurred by the Trustee in performing its duties, indemnities owing or to become owing to the Trustee, compensation for Trustee time spent and reimbursement for fees and costs of counsel and other agents it employs in performing its duties or to pursue remedies) prior to any distribution to Holders or other parties, as provided in and subject to the applicable terms of the Indenture, and its right, prior to exercising any rights or powers vested in it by the Indenture at the request or direction of any of the Holders, to receive security or indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in compliance therewith, and all rights that may be available to it under applicable law or otherwise.

This notice is being sent to Holders by U.S. Bank Trust Company, National Association in its capacity as Trustee. Holders with questions regarding this notice should direct their inquiries, in writing, to: Peter Park, U.S. Bank Trust Company, National Association, Global Corporate Trust – Romark CLO – IV Ltd., telephone (503) 402-5793, or via email at [peter.park@usbank.com](mailto:peter.park@usbank.com).

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as Trustee

**October 3, 2025**

## **SCHEDULE A**

Romark CLO – IV Ltd.  
c/o MaplesFS Limited  
PO Box 1093  
Boundary Hall, Cricket Square  
Grand Cayman KY1-1102  
Cayman Islands  
Attention: The Directors  
Email: cayman@maples.com

Romark CLO – IV LLC  
c/o Puglisi & Associates  
850 Library Avenue, Suite 204  
Newark, Delaware 19711  
Attention: Manager  
Email: dpuglisi@puglisiassoc.com

Romark CLO Advisors LLC  
151 West 42<sup>nd</sup> Street, 29<sup>th</sup> Floor  
New York, New York 10036  
Attention: Legal Department  
With a copy to legal@romarkadvisors.com

The Cayman Islands Stock Exchange  
P.O. Box 2408, Grand Cayman KY1-1105  
Cayman Islands  
Email: Listing@csx.ky

S&P Global Ratings  
Email: cdo\_surveillance@spglobal.com

DTC/Euroclear/Clearstream  
[https://issueragentservices.dtcc.com/  
redemptionnotification@dtcc.com](https://issueragentservices.dtcc.com/redemptionnotification@dtcc.com)  
[eb.ca@euroclear.com](mailto:eb.ca@euroclear.com)  
[CA\\_Luxembourg@clearstream.com](mailto:CA_Luxembourg@clearstream.com)  
[ca\\_mandatory.events@clearstream.com](mailto:ca_mandatory.events@clearstream.com)  
[voluntaryreorgannouncements@dtcc.com](mailto:voluntaryreorgannouncements@dtcc.com)

**Exhibit A**

**[Proposed Supplemental Indenture]**

*Subjection to completion and amendment, draft dated October 3, 2025 (v5)*

**SECOND SUPPLEMENTAL INDENTURE**

**dated as of October 10, 2025**

**among**

**ROMARK CLO – IV LTD.,  
as Issuer**

**ROMARK CLO - IV LLC,  
as Co-Issuer**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee**

**to**

**the Indenture among the Issuer, the Co-Issuer and the Trustee,  
dated as of June 1, 2021,  
as amended by First Supplemental Indenture, dated as of June 30, 2023**

SECOND SUPPLEMENTAL INDENTURE, dated as of October 10, 2025 (this "**Supplemental Indenture**"), among Romark CLO – IV Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Issuer**"), Romark CLO – IV LLC, a Delaware limited liability company (the "**Co-Issuer**" and, together with the Issuer, the "**Issuers**") and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the "**Trustee**") is entered into pursuant to the terms of the Indenture, dated as of June 1, 2021 (as amended by the First Supplemental Indenture, dated as of June 30, 2023, and as may be further amended, restated, modified or supplemented, the "**Indenture**"), among the Issuers and the Trustee. Capitalized terms used in this Supplemental Indenture that are not otherwise defined herein have the meanings assigned thereto in the Indenture.

#### PRELIMINARY STATEMENT

WHEREAS, pursuant to Sections 9.6(a) of the Indenture, a Majority of the Subordinated Notes (with the written consent of the Collateral Manager) have directed the Issuers to effect an Optional Redemption by Refinancing (the "**Refinancing**");

WHEREAS, pursuant to Section 8.1(o)(C) of the Indenture, without the consent of any Noteholder (other than a Majority of the Subordinated Notes), the Issuers and the Trustee, with the consent of the Collateral Manager, may enter into one or more supplemental indentures, in form satisfactory to the Trustee to make such modifications as shall be necessary or advisable to implement a Refinancing in accordance with Section 9.6, including by issuing replacement notes in connection with such Refinancing; provided that, in connection with a Refinancing of less than all Classes of Notes, a supplemental indenture may (I) establish a non-call period with respect to, or prohibit the refinancing or re-pricing of, the related obligations providing the Refinancing or (II) modify the Benchmark Rate component of the Note Interest Rate of the related obligations providing the Refinancing;

WHEREAS, all of the Outstanding Class A-1 Notes, Class A-2a Notes, Class B Notes, Class C-1 Notes, Class C-2 Notes and Class D Notes issued on June 1, 2021 (such Notes, the "**Refinanced Notes**") are being redeemed simultaneously with the execution of this Supplemental Indenture by the Issuers and the Trustee;

WHEREAS, the Issuers will issue Class A-1-R Notes, Class A-2a-R Notes, Class B-R Notes, Class C-1-R Notes, Class C-2-R Notes and Class D-R Notes (collectively, the "**2025 Refinancing Notes**") on the 2025 Refinancing Date (as defined below);

WHEREAS, the Class A-2b Notes and the Subordinated Notes that were issued on the June 1, 2021 (the "**Closing Date**") shall remain Outstanding following the 2025 Refinancing Date;

WHEREAS, the conditions set forth in the Indenture for an Optional Redemption by Refinancing pursuant to Sections 9.6 of the Indenture have been satisfied;

WHEREAS, pursuant to the terms of this Supplemental Indenture, with respect to each purchaser of a 2025 Refinancing Note, such purchaser's payment for such 2025 Refinancing Note will confirm such purchaser's agreement to the amendments to the Indenture set forth in this

Supplemental Indenture and to the execution of this Supplemental Indenture by the Issuers and the Trustee;

WHEREAS, a Majority of the Subordinated Notes and the Collateral Manager have consented to the Optional Redemption by Refinancing and the amendments to the Indenture effected hereby and the execution thereof by the Issuer; and

WHEREAS, the conditions to entry into this Supplemental Indenture and an Optional Redemption by Refinancing pursuant to Article VIII and Article IX of the Indenture have been satisfied or waived;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Issuers and the Trustee hereby agree as follows:

**SECTION 1. Terms of the 2025 Refinancing Notes and Amendments to the Indenture**

(a) The Issuers shall issue the 2025 Refinancing Notes, the proceeds of which shall be used to redeem each corresponding Class of Refinanced Notes, which shall constitute each Class having the designation, initial principal amount and other characteristics as follows, and, on and after the 2025 Refinancing Date, the following shall replace the columns in the Indenture related to the Refinanced Notes:

**2025 Refinancing Notes**

	Original Principal Amount	Note Interest Rate*, **	Stated Maturity (Payment Date in)	Listed Notes	Initial S&P Rating (at least)
Class A-1-R Notes	\$245,000,000	Benchmark Rate + 1.14%	July 2034	No	"AAA(sf)"
Class A-2a-R Notes	\$45,000,000	Benchmark Rate + 1.65%	July 2034	No	"AA(sf)"
Class B-R Notes	\$24,000,000	Benchmark Rate + 2.05%	July 2034	No	"A(sf)"
Class C-1-R Notes	\$16,000,000	Benchmark Rate + 3.15%	July 2034	No	"BBB+(sf)"
Class C-2-R Notes	\$8,000,000	Benchmark Rate + 4.65%	July 2034	No	"BBB-(sf)"
Class D-R Notes	\$14,200,000	Benchmark Rate + 6.90%	July 2034	No	"BB-(sf)"

\* Initially, the Benchmark Rate will be determined using the Term SOFR Rate. The Benchmark Rate with respect to the 2025 Refinancing Notes for the period from the 2025 Refinancing Date to but excluding the January 2026 Payment Date shall be determined by interpolating linearly between the rate for the next shorter period of time for which rates are available (including SOFR applicable to such day, if applicable) and the rate for the next longer period of time for which rates are available as of the date two Business Days before the 2025 Refinancing Date (and such interpolated rate shall be rounded to five decimal places).

\*\* The spread over the Benchmark Rate (or, in the case of the Fixed Rate Notes, the Note Interest Rate) with respect to the Class A-1-R Notes, the Class A-2a-R Notes, the Class B-R Notes, the Class C-1-R Notes, the Class C-2-R Notes and the Class D-R Notes (the "**Re-Pricing Eligible Notes**") may be reduced in connection with a Re-Pricing of such Class of Notes.

(b) The issuance date of the 2025 Refinancing Notes and the redemption date of the Refinanced Notes shall be October 10, 2025 (the "**2025 Refinancing Date**"). Payments on the 2025 Refinancing Notes issued on the 2025 Refinancing Date will be made on each Payment Date, commencing on the Payment Date in January 2026.

## **SECTION 2. Application of Funds; Issuance and Authentication of the 2025 Refinancing Notes; Cancellation of Refinanced Notes**

(a) Notwithstanding anything to the contrary in the Indenture, the Issuers hereby direct the Trustee to apply Refinancing Proceeds from the issuance and sale of the 2025 Refinancing Notes received on the 2025 Refinancing Date, any amounts on deposit in the Expense Reserve Account and any Permitted Amounts designated for such use and Available Interest Proceeds to pay the Redemption Prices of the Refinanced Notes and to utilize such funds and other available funds to pay the reasonable fees, costs, charges and expenses incurred by the Issuers, the Trustee, Collateral Manager and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing, in each case, as permitted by and in accordance with Section 9.6 of the Indenture and in accordance with the flow of funds delivered to the Trustee on the 2025 Refinancing Date. For the avoidance of doubt, no Valuation Report will be provided in connection with the 2025 Refinancing Date.

(b) The 2025 Refinancing Notes shall be issued as Rule 144A Global Notes and Regulation S Global Notes and shall be executed by the Issuers and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered to the Issuer by the Trustee upon Issuer Order and upon receipt by the Trustee of the following:

(i) Officer's Certificate of the Issuers Regarding Corporate Matters. An Officer's certificate of each of the Issuers (A) evidencing the authorization by Board Resolution of the execution and delivery of this Supplemental Indenture and the Placement Agency Agreement and related transaction documents executed as of the 2025 Refinancing Date and the execution, authentication and delivery of the 2025 Refinancing Notes applied for by it and specifying the Stated Maturity, principal amount and Note Interest Rate with respect to each Class of 2025 Refinancing Notes to be authenticated and delivered and (B) certifying that (1) the attached copy of the Board Resolutions is a true and complete copy thereof, (2) such resolutions have not been rescinded and is in full force and effect on and as of the 2025 Refinancing Date and (3) the Officers authorized to execute and deliver such documents hold the offices and have the signatures indicated thereon.

(ii) Governmental Approvals. From each of the Issuers either (A) a certificate of the Applicable Issuer or other official document evidencing the due authorization, approval or consent of any governmental body or bodies, at the time having jurisdiction in the premises, together with an Opinion of Counsel of such Applicable Issuer satisfactory in form and substance to the Trustee that the Trustee is entitled to rely thereon and that no other authorization, approval or consent of any governmental body is required for the valid

issuance of the 2025 Refinancing Notes applied for by it, or (B) an Opinion of Counsel of the Applicable Issuer satisfactory in form and substance to the Trustee that no such authorization, approval, consent of any governmental body is required for the valid issuance of such 2025 Refinancing Notes applied for by it except as have been given for purposes of the foregoing.

(iii) Opinions. Opinions of (a) Morgan, Lewis & Bockius LLP, special U.S. counsel to each of the Issuers, including an opinion stating that the execution of this Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent thereto have been satisfied, (b) Maples and Calder (Cayman) LLP, Cayman Islands counsel to the Issuer and (c) Alston & Bird LLP, counsel to the Trustee, in each case, dated the 2025 Refinancing Date.

(iv) Officers' Certificate of Issuers Regarding Indenture. An Officer's Certificate of each of the Issuers stating that the Applicable Issuer is not in Default under the Indenture and that the issuance of the 2025 Refinancing Notes applied for by it shall not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any indenture or other agreement or instrument to which it is a party or by which it is bound, or any order of any court or administrative agency entered in any Proceeding to which it is a party or by which it may be bound or to which it may be subject; that all conditions precedent provided in the Indenture and this Supplemental Indenture relating to the authentication and delivery of the 2025 Refinancing Notes applied for by it have been complied with.

(v) Rating Letter. An Officer's Certificate of the Issuer to the effect that it has received a true and correct copy of a letter delivered by the Rating Agency and confirming that such Rating Agency's rating of the 2025 Refinancing Notes is no lower than the ratings specified for such 2025 Refinancing Notes in Section 1 hereof.

(c) On the 2025 Refinancing Date, the Issuer hereby instructs the Trustee to, and the Trustee, as custodian of the Global Notes, shall, cause all Global Notes representing the Refinanced Notes to be surrendered and shall cause the Refinanced Notes to be cancelled in accordance with Section 2.9 of the Indenture and instruct DTC to reduce the principal amount of each Refinanced Note to zero.

### **SECTION 3. Additional Amendments to the Indenture**

The following amendments are effected pursuant to Section 8.1(o) of the Indenture:

(a) Section 1.1 of the Indenture is hereby amended by inserting the following definitions in the appropriate alphabetical order:

**"2025 Refinancing Date"**: October 10, 2025.

**"2025 Refinancing Notes"**: The Class A-1-R Notes, the Class A-2a-R Notes, the Class B-R Notes, the Class C-1-R Notes, the Class C-2-R Notes and the Class D-R Notes.

**"Class A-1-R Notes"**: The Class A-1-R Senior Floating Rate Notes due 2034 issued on the 2025 Refinancing Date and having the terms described in Section 1(a) of the Supplemental Indenture.

**"Class A-2a-R Notes"**: The Class A-2a-R Senior Floating Rate Notes due 2034 issued on the 2025 Refinancing Date and having the terms described in Section 1(a) of the Supplemental Indenture.

**"Class B-R Notes"**: The Class B-R Deferrable Mezzanine Floating Rate Notes due 2034 issued on the 2025 Refinancing Date and having the terms described in Section 1(a) of the Supplemental Indenture.

**"Class C-1-R Notes"**: The Class C-1-R Deferrable Mezzanine Floating Rate Notes due 2034 issued on the 2025 Refinancing Date and having the terms described in Section 1(a) of the Supplemental Indenture.

**"Class D-R Notes"**: The Class D-R Deferrable Mezzanine Floating Rate Notes due 2034 issued on the 2025 Refinancing Date and having the terms described in Section 1(a) of the Supplemental Indenture.

**"Refinancing Placement Agent"**: Goldman Sachs & Co. LLC, in its capacity as placement agent of the 2025 Refinancing Notes issued on the 2025 Refinancing.

**"Supplemental Indenture"**: That certain Second Supplemental Indenture among the Issuers and the Trustee, dated as of the 2025 Refinancing Date.

(b) The following definitions set forth in Section 1.1 of the Indenture are hereby amended and restated and inserted in the appropriate alphabetical order:

**"Benchmark Rate"**: With respect to (I) Floating Rate Notes, initially, the Term SOFR Rate and (II) the definitions of Asset Replacement Percentage and Weighted Average Spread, the Term SOFR Rate plus 0.26161%; *provided* that following the occurrence of a Benchmark Transition Event or a DTR Proposed Amendment, the "Benchmark Rate" shall mean the applicable Benchmark Replacement Rate adopted in connection with such Benchmark Transition Event or DTR Proposed Rate adopted pursuant to such DTR Proposed Amendment, as applicable; *provided* that, if at any time following the adoption of a Benchmark Replacement Rate or DTR Proposed Rate, such rate determined in accordance with the Indenture would be a rate less than zero, then such rate shall be deemed to be zero for all purposes under this Indenture.

**"Class A-1 Notes"**: (a) Prior to the 2025 Refinancing Date, the Class A-1 Senior Secured Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3 and (b) on and after the 2025 Refinancing Date, the Class A-1-R Notes.

**"Class A-2a Notes"**: (a) Prior to the 2025 Refinancing Date, the Class A-2a Senior Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity

as set forth in Section 2.3 and (b) on and after the 2025 Refinancing Date, the Class A-2a-R Notes.

**"Class B Notes"**: (x) Prior to the 2025 Refinancing Date, the Class B Deferrable Mezzanine Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3 and (y) on and after the 2025 Refinancing Date, the Class B-R Notes.

**"Class C-1 Notes"**: (x) Prior to the 2025 Refinancing Date, the Class C-1 Deferrable Mezzanine Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3 and (y) on and after the 2025 Refinancing Date, the Class C-1-R Notes.

**"Class C-2 Notes"**: (x) Prior to the 2025 Refinancing Date, the Class C-2 Deferrable Mezzanine Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3 and (y) on and after the 2025 Refinancing Date, the Class C-2-R Notes.

**"Class D Notes"**: (x) Prior to the 2025 Refinancing Date, the Class D Deferrable Mezzanine Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3 and (y) on and after the 2025 Refinancing Date, the Class D-R Notes.

**"Final Offering Memorandum"**: As applicable, (a) the offering memorandum, dated May 27, 2021, regarding the issuance of the Notes on the Closing Date and (b) the offering memorandum, dated October [●], 2025, regarding the issuance of the 2025 Refinancing Notes on the 2025 Refinancing Date including, in each case, any supplements thereto.

**"Non-Call Period"**: With respect to the Class A-2b Notes, the period from the Closing Date to but excluding June 1, 2023 and with respect to the 2025 Refinancing Notes, the period from the 2025 Refinancing Date to but excluding July 26, 2026.

**"Placement Agency Agreement"**: (a) The agreement, dated as of the Closing Date, among the Issuers and J.P. Morgan Securities LLC, as placement agent for the Notes (other than certain Notes identified in the Placement Agency Agreement), as amended from time to time and (b) the placement agreement, dated as of the 2025 Refinancing Date, among the Issuers and Goldman Sachs & Co. LLC, in its capacity as Refinancing Placement Agent, as amended from time to time.

**"Placement Agent"**: With respect to the Notes issued on the Closing Date, J.P. Morgan Securities LLC, in its capacity as placement agent under the Placement Agency Agreement and with respect to the 2025 Refinancing Notes, the Refinancing Placement Agent.

(c) Sections 2.2(b), 2.5(h)(ix)(B) and 2.14(a) shall be amended by adding "or the 2025 Refinancing Date, as applicable," after "Closing Date".

(d) Section 14.3(f) of the Indenture is hereby amended and restated as follows:

"the Refinancing Placement Agent addressed to at Goldman Sachs & Co. LLC, 200 West Street, 7<sup>th</sup> Floor, New York, New York 10282, Attention: GS New-Issue CLO Desk, email: gs-clo-desk-ny@gs.com, or at any other address previously furnished in writing to the Issuers and the Trustee by the Refinancing Placement Agent; and"

(e) As of the date hereof, each Exhibit to the Indenture is amended as reasonably acceptable to the Issuers, the Trustee and the Collateral Manager in order to conform to the terms of this Supplemental Indenture, and shall be provided to the Trustee by the Issuer.

#### **SECTION 4. Consent of the Holders**

(a) With respect to each Holder or beneficial owner of a 2025 Refinancing Note, such Holder's or beneficial owner's acquisition thereof on the 2025 Refinancing Date shall be deemed to confirm such Holder's or beneficial owner's agreement to the amendments to the Indenture set forth in this Supplemental Indenture and to the execution of this Supplemental Indenture by the Issuers and the Trustee.

(b) Written consents have been obtained from a Majority of the Subordinated Notes to this Supplemental Indenture on the 2025 Refinancing Date.

#### **SECTION 5. Indenture to Remain in Effect**

Except as expressly modified herein, the Indenture shall remain unchanged and in full force and effect, and each reference to the Indenture and words of similar import in the Indenture, as amended hereby, shall be a reference to the Indenture as amended hereby and as the same may be further amended, restated, supplemented and otherwise modified and in effect from time to time. The Trustee shall be entitled to all rights, protections, immunities and indemnities set forth in the Indenture as fully as if set forth in this Supplemental Indenture.

#### **SECTION 6. Limited Recourse; Non-Petition**

The terms of Section 2.7(j) and Section 5.4(d) of the Indenture shall apply to this Supplemental Indenture *mutatis mutandis* as if fully set forth herein.

#### **SECTION 7. Miscellaneous**

(a) This Supplemental Indenture and each 2025 Refinancing Note and all disputes arising therefrom or relating thereto shall be construed in accordance with and governed in all respects (whether in contract, in tort or otherwise) by the law of the State of New York applicable to agreements made and to be performed therein without regard to the conflict of laws principles that would result in the application of any law other than the law of the State of New York.

(b) This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Supplemental Indenture by electronic means (including email (.pdf) or facsimile) will be effective as delivery of a manually executed counterpart of this Supplemental Indenture. Counterparts may be executed and delivered

via facsimile, electronic mail or other transmission method and may be executed by electronic signature (including, without limitation, any PDF file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act) and any counterpart so delivered shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder.

(c) The Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements of each of the Issuers, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of or affecting the liability of or affording protection to the Trustee.

(d) Upon its execution, this Supplemental Indenture shall become effective on the 2025 Refinancing Date immediately following the consummation of the Optional Redemption by Refinancing contemplated by this Supplemental Indenture on such date without any further action by any Person.

(e) The Issuers represent and warrant to the Trustee that (i) this Supplemental Indenture has been duly and validly executed and delivered by each of the Issuers and constitutes their respective legal, valid and binding obligation, enforceable against each of the Issuers in accordance with its terms and (ii) the execution of this Supplemental Indenture is authorized or permitted under the Indenture and all conditions precedent thereto have been satisfied. By their signatures hereto, the Issuers hereby direct the Trustee to execute this Supplemental Indenture.

(f) This Supplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplemental Indenture as of the date first written above.

ROMARK CLO - IV LTD., as Issuer

By: \_\_\_\_\_  
Name:  
Title:

ROMARK CLO – IV LLC, as Co-Issuer

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Name:  
Title:

AGREED AND CONSENTED TO:

ROMARK CLO ADVISORS LLC, as Collateral Manager

By: \_\_\_\_\_

Name:

Title: