



**SYMPHONY CLO 37, LTD.
SYMPHONY CLO 37, LLC**

**NOTICE OF REFINANCING, NOTICE OF PROPOSED SECOND AMENDED AND
RESTATED COLLATERAL ADMINISTRATION AGREEMENT AND NOTICE OF
PROPOSED AMENDED AND RESTATED SECURITIES ACCOUNT CONTROL
AGREEMENT**

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED HOLDERS AND BENEFICIAL OWNERS OF THE DEBT. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO THE REGISTERED HOLDERS AND BENEFICIAL OWNERS OF THE DEBT IN A TIMELY MANNER.

January 22, 2026

To: The Holders of the Debt* described as:

Class	Rule 144A CUSIP	Rule 144A ISIN	REG S CUSIP	REG S ISIN
A-1aR	87169VAS4	US87169VAS43	G8652WAJ5	USG8652WAJ56
A-1bR	87169VBC8	US87169VBC81	G8652WAP1	USG8652WAP17
A-2R	87169VAU9	US87169VAU98	G8652WAK2	USG8652WAK20
B-1-R	87169VAW5	US87169VAW54	G8652WAL0	USG8652WAL03
B-2-R	87169VBE4	US87169VBE48	G8652WAQ9	USG8652WAQ99
C-R	87169VAY1	US87169VAY11	G8652WAM8	USG8652WAM85
D-R	87169VBA2	US87169VBA26	G8652WAN6	USG8652WAN68
E-R	87169WAG8	US87169WAG87	G86528AD1	USG86528AD17
F-R	87169WAJ2	US87169WAJ27	G86528AE9	USG86528AE99
Subordinated	87169WAE3	US87169WAE30	G86528AC3	USG86528AC34

To: Those Additional Addressees Listed on Schedule I hereto

Ladies and Gentlemen:

Reference is made to the (i) Indenture and Security Agreement, dated as of December 6, 2022 (as supplemented by the First Supplemental Indenture dated as of December 18, 2023, and as may be further amended, modified or supplemented from time to time, the “Indenture”), by and among Symphony CLO 37, Ltd., a private company incorporated with limited liability under the laws of Jersey (the “Issuer”), Symphony CLO 37, LLC, a Delaware limited liability company (the “Co-Issuer” and, together with the Issuer, the “Co-Issuers”), and Wilmington Trust, National Association, as trustee (the “Trustee”), (ii) Amended and Restated Collateral Administration Agreement, dated as of December 18, 2023 (as further amended, modified or supplemented from

* No representation is made as to the correctness of the CUSIP or ISIN numbers either as printed on the securities or as contained in this notice. Such numbers are included solely for the convenience of the Holders.

time to time, the “Collateral Administration Agreement”) by and among the Issuer, Symphony Alternative Asset Management LLC, as collateral manager (the “Collateral Manager”) and Wilmington Trust, National Association, as collateral administrator (the “Collateral Administrator”) and (iii) the Securities Account Control Agreement, dated as of December 6, 2022 (as amended, modified or supplemented from time to time, the “Account Control Agreement”) by and among the Issuer, the Trustee and Wilmington Trust, National Association, as securities intermediary (the “Securities Intermediary”). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Indenture.

I. Notice of Refinancing.

Pursuant to Section 9.6(a) of the Indenture, the Collateral Manager, has directed the Issuer to redeem or prepay, as applicable, at least one Class of the Rated Debt from Refinancing Proceeds on the Refinancing Date specified below (the “Refinancing”). The Issuer has notified the Trustee that each Class of Rated Debt will be redeemed on the Refinancing Date. In accordance with Section 9.6 of the Indenture, the Trustee hereby provides notice of the following information relating to the Refinancing:

The Refinancing Date shall be February 5, 2026.

The Redemption Price of each Class of Rated Debt shall be:

for the Class A-1aR Notes – **U.S. \$285,692,566.47** (an amount equal to the Aggregate Outstanding Amount of the Class A-1aR Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class A-1bR Notes – **U.S. \$25,058,020.83** (an amount equal to the Aggregate Outstanding Amount of the Class A-1bR Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class A-2R Notes – **U.S. \$15,038,117.53** (an amount equal to the Aggregate Outstanding Amount of the Class A-2R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class B-1-R Notes – **U.S. \$40,107,868.98** (an amount equal to the Aggregate Outstanding Amount of the Class B-1-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class B-2-R Notes – **U.S. \$10,025,666.67** (an amount equal to the Aggregate Outstanding Amount of the Class B-2-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class C-R Notes – **U.S. \$33,849,264.45** (an amount equal to the Aggregate Outstanding Amount of the Class C-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) and any Deferred Interest (and any interest therein) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class D-R Notes – **U.S. \$31,368,994.86** (an amount equal to the Aggregate Outstanding Amount of the Class D-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) and any Deferred Interest (and any interest therein) at the applicable Debt Interest Rate to but excluding the Refinancing Date));

for the Class E-R Notes – **U.S. \$15,077,450.87** (an amount equal to the Aggregate Outstanding Amount of the Class E-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) and any Deferred Interest (and any interest therein) at the applicable Debt Interest Rate to but excluding the Refinancing Date)); and

for the Class F-R Notes – **U.S. \$125,657.65** (an amount equal to the Aggregate Outstanding Amount of the Class F-R Notes, plus accrued and unpaid interest thereon (including any Defaulted Interest (and any interest thereon) and any Deferred Interest (and any interest therein) at the applicable Debt Interest Rate to but excluding the Refinancing Date)).

All of the Rated Debt is to be refinanced and paid in full and interest on such Rated Debt shall cease to accrue on the Refinancing Date. The Subordinated Notes will not be redeemed on the Refinancing Date but the Holders of Subordinated Notes may receive funds on the Refinancing Date. This Notice of Refinancing may be withdrawn in accordance with the terms of the Indenture.

With respect to any Rated Note in the form of a Certificated Note, payment on such Certificated Note will be made only upon presentation and surrender of such Certificated Note to the Trustee at the following address by mail or courier service:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890,
Attention: CLO Administration – Symphony CLO 37, Ltd.

IMPORTANT INFORMATION REGARDING TAX CERTIFICATION AND POTENTIAL WITHHOLDING: Pursuant to U.S. federal tax laws, you have a duty to provide the applicable type of tax certification form issued by the U.S. Internal Revenue Service ("IRS") to Wilmington Trust, National Association to ensure payments are reported accurately to you and to the IRS. In order to permit accurate withholding (or to prevent withholding), a complete and valid tax certification form must be received by Wilmington Trust, National Association before payment of the redemption proceeds is made to you. Failure to timely provide a valid tax certification form

as required will result in the maximum amount of U.S. withholding tax being deducted from any redemption payment that is made to you.

II. Notice of Proposed Second Amended and Restated Collateral Administration Agreement.

Pursuant to Section 13 of the Collateral Administration Agreement, the Trustee hereby provides notice of a proposed second amendment and restatement of the Collateral Administration Agreement (the “Second A&R CAA”). A copy of the proposed Second A&R CAA is attached hereto as **Exhibit A**.

III. Notice of Proposed Amended and Restated Securities Account Control Agreement.

Pursuant to Section 6(b) of the Account Control Agreement, the Trustee hereby provides notice of a proposed amendment and restatement of the Account Control Agreement (the “A&R SACA”). A copy of the proposed A&R SACA is attached hereto as **Exhibit B**.

THE TRUSTEE MAKES NO STATEMENT AS TO THE RIGHTS OF THE HOLDERS OF THE DEBT IN RESPECT OF THE A&R CAA OR THE A&R SACA, AND MAKES NO RECOMMENDATIONS AS TO ANY ACTION TO BE TAKEN OR NOT TO BE TAKEN WITH RESPECT TO THE A&R CAA OR THE A&R SACA OR OTHERWISE AND ASSUMES NO RESPONSIBILITY FOR THE CONTENTS, SUFFICIENCY OR VALIDITY OF THE A&R CAA OR THE A&R SACA. HOLDERS ARE ADVISED TO CONSULT THEIR OWN LEGAL OR INVESTMENT ADVISOR.

Should you have any questions, please contact Dan Burgdorf at dburgdorf@WilmingtonTrust.com

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Trustee**

SCHEDULE I

Additional Addressees

Issuer:

Symphony CLO 37, Ltd.

c/o Maples Fiduciary Services (Jersey) Limited
2nd Floor
Sir Walter Raleigh House
48-50 Esplanade, St. Helier, JE2 3QB
Jersey
Attention: The Directors,
Email at MF-Jersey@maples.com; cayman@maples.com

Co-Issuer:

Symphony CLO 37, LLC

c/o Maples Fiduciary Services (Delaware) Inc.
4001 Kennett Pike, Suite 302
Wilmington, Delaware 19807

Rating Agencies:

Moody's Investors Service, Inc.

Email: cdomonitoring@moodys.com

Fitch Ratings, Inc.

Email: CDO.Surveillance@fitchratings.com

Collateral Manager:

Symphony Alternative Asset Management LLC

730 Third Avenue
New York, New York 10017
Attention: Jennifer Johnson
Email: symphony.clo@nuveen.com

DTC, Euroclear and Clearstream

(as applicable):

Submit to DTC's Legal Notice System (LENS) via the Issuer Agent Portal (IAP) at

<https://issueragentservices.dtcc.com/>

and send to:

voluntaryreorgannouncements@dtcc.com

redemptionnotification@dtcc.com

eb.ca@euroclear.com

ca_mandatory.events@clearstream.com

Collateral Administrator/Information Agent:

Email: 17g5informationprovider@wilmingtontrust.com

Exhibit A
Proposed A&R CAA

**SECOND AMENDED AND RESTATED COLLATERAL ADMINISTRATION
AGREEMENT**

THIS SECOND AMENDED AND RESTATED COLLATERAL ADMINISTRATION AGREEMENT, dated as of [February 4], 2026 (as amended, modified or supplemented from time to time, the “*Agreement*”), by and among SYMPHONY CLO 37, LTD., a private company limited by shares incorporated under the laws of Jersey (the “*Issuer*”), SYMPHONY ALTERNATIVE ASSET MANAGEMENT LLC, a Delaware series limited liability company (the “*Collateral Manager*” and its permitted successors and assigns), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as collateral administrator (the “*Collateral Administrator*” and its permitted successors and assigns) and amends and restates in its entirety that certain Amended and Restated Collateral Administration Agreement dated as of December 18, 2023 (the “*Original Agreement*”) among the Issuer, the Collateral Manager and the Collateral Administrator.

WITNESSETH:

WHEREAS, the Issuer and, where applicable, Symphony CLO 37, LLC, as co-issuer (the “*Co-Issuer*”), intend to issue the Class A-R2 Notes, the Class B-R2 Notes, the Class C-R2 Notes, the Class D-R2 Notes and the Class E-R2 Notes (collectively, the “*Rated Notes*” together with the Subordinated Notes previously issued under the Indenture, the “*Debt*”);

WHEREAS, the Rated Notes will be secured by certain Collateral (the “*Collateral*”), as more particularly set forth in the Indenture and Security Agreement, dated as of December 6, 2022 (as amended by the First Supplemental indenture dated as of December 18, 2023, the Second Supplemental Indenture dated as of the date hereof and as further amended, modified or supplemented from time to time, the “*Indenture*”), by and among the Issuer, Co-Issuer, and the Trustee;

WHEREAS, the parties to the Original Agreement, at any time and from time to time pursuant to Section 13 thereof, may amend the terms of the Original Agreement;

WHEREAS, the parties hereto desire to enter into this Second Amended and Restated Collateral Administration Agreement to make the changes set forth herein;

WHEREAS, the Collateral Manager has entered into a [Second] Amended and Restated Collateral Management Agreement with the Issuer dated as of the date hereof (the “*Management Agreement*”), pursuant to which the Collateral Manager provides certain services relating to the matters contemplated by the Indenture and the other Transaction Documents;

WHEREAS, pursuant to the Indenture, the Issuer pledged the Collateral to the Trustee as security and for the benefit of the Secured Parties;

WHEREAS, the Issuer is required to perform certain duties in connection with the Collateral pursuant to the Indenture and engaged the Collateral Administrator to perform such duties and to provide such additional services consistent with the terms of this Agreement and the Indenture;

WHEREAS, in accordance with Section 14.4(a) of the Indenture, the Issuer engaged the Collateral Administrator to act as the Information Agent (as hereinafter defined);

WHEREAS, The Issuer and the Collateral Manager have engaged Wilmington Trust, National Association to perform certain administrative tasks on behalf of the Issuer related to the EU Transparency and Reporting Requirements, and subject to the terms of, Section 2B hereto; and

WHEREAS, the Collateral Administrator has the capacity to provide the services required hereby and is willing to perform such services for the Issuer on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions and Capitalized Terms; Rules of Construction.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture. The Rules of Construction set forth in Section 1.3 of the Indenture shall apply to this Agreement.

Section 2. Duties of the Collateral Administrator.

(a) The Issuer hereby appoints Wilmington Trust, National Association as, and Wilmington Trust, National Association hereby accepts the appointment to act as, Collateral Administrator pursuant to the terms of this Agreement, until the earlier of (i) its resignation or removal as Collateral Administrator pursuant to Section 9 hereof and (ii) the termination of this Agreement pursuant to Section 8 hereof. In such capacity, the Collateral Administrator shall, pursuant to the terms hereof, assist the Collateral Manager in connection with monitoring the Collateral Obligations on an ongoing basis and provide to the Issuer and certain other parties as specified in the Indenture, certain reports, schedules and calculations, all as more particularly described in Section 2(b) hereof, based upon information and data received from the Issuer, the Collateral Manager or the Trustee, which reports, schedules and calculations the Issuer or the Collateral Administrator is required to prepare and deliver under the Indenture. In addition, the Collateral Administrator agrees to perform certain administrative tasks on behalf of the Issuer related to the EU Transparency and Reporting Requirements as provided in, and subject to the terms of, Section 2B hereto. The Collateral Administrator's duties and authority hereunder are limited to the duties and authority specifically set forth in this Agreement. By entering into, or performing its duties under this Agreement, the Collateral Administrator shall not be deemed to assume any obligations or liabilities of the Issuer under the Indenture or any other Transaction Document, or of the Collateral Manager under the Management Agreement, and nothing herein contained shall be deemed to release, terminate, discharge, limit, reduce, diminish, modify, amend or otherwise alter in any respect the duties, obligations or liabilities of the Issuer under or pursuant to the Indenture or any other Transaction Document or of the Collateral Manager under or pursuant to the Management Agreement.

(b) The Collateral Administrator shall perform the following functions from time to time:

- (i) create a collateral database of certain characteristics (to the extent required for the performance of its obligations hereunder, and otherwise as reasonably agreed to between the Collateral Administrator and the Collateral Manager) of the Collateral Obligations credited from time to time to the Accounts (the “*Collateral Database*”);
- (ii) update the Collateral Database periodically to reflect any purchases or sales or other dispositions of Collateral Obligations, in each case such information regarding purchases, sales or other dispositions being based upon information furnished to the Collateral Administrator by the Issuer or the Collateral Manager as may be reasonably required by the Collateral Administrator from time to time;
- (iii) provide the Collateral Manager with access to the information in the Collateral Database in electronic format, the format and scope of such information to be reasonably agreed to by the Collateral Manager and the Collateral Administrator;
- (iv) track the receipt and daily allocation of cash to each of the Accounts (and any subaccount thereof) and any withdrawals therefrom and provide to the Collateral Manager periodic reports reflecting such actions to such Accounts (and subaccounts) as of the close of business on the preceding Business Day;
- (v) prepare and make available to the parties required under the Indenture each of the Monthly Reports that are required to be provided pursuant to Section 10.5(a) of the Indenture and the Valuation Reports that are required to be provided pursuant to Section 10.5(b) of the Indenture, and assist the Issuer and the Collateral Manager, as necessary, in preparation of the Effective Date Report pursuant to Section 7.16(a) of the Indenture, in each case by the time specified in the Indenture and on the basis of the information contained in the Collateral Database or as provided to the Collateral Administrator by the Issuer, the Trustee or the Collateral Manager;
- (vi) assist the Issuer and the Collateral Manager in providing the Independent certified public accountants with information in the possession of the Collateral Administrator needed for the preparation of the reports by such accountants required under Section 10.7 of the Indenture, by providing them with access to the information contained in the Collateral Database; and
- (vii) provide the Collateral Manager with such other information as may be reasonably requested by the Collateral Manager, including with respect to additional information and reports, under the Indenture, if within the possession of the Collateral Administrator and can be produced without unreasonable expense or delay.

(c) The Issuer and the Collateral Manager shall cooperate with the Collateral Administrator in connection with the matters described herein, including calculations relating to the Effective Date Report, Monthly Reports and Valuation Reports or as otherwise reasonably requested hereunder. Without limiting the generality of the foregoing, the Collateral Manager shall supply in a timely fashion any determinations, designations, classifications or selections made by it relating to a Collateral Obligation, including in connection with the acquisition or disposition thereof, and any information maintained by it that the Collateral Administrator may from time to time reasonably request with respect to the Collateral and reasonably need to complete the reports required to be prepared by the Collateral Administrator hereunder or reasonably required to permit the Collateral Administrator to perform its obligations hereunder.

(d) The Collateral Administrator shall, subject to the timely receipt of information necessary to prepare such reports from the Collateral Manager and other parties as provided herein, endeavor to deliver a draft of each such Monthly Report, Valuation Report or Effective Date Report to the Collateral Manager on the Business Day immediately preceding the day on which such Monthly Report, Valuation Report or Effective Date Report is to be provided by the Issuer (or such later time as reasonably practicable). The Collateral Manager shall review, verify and approve the contents of the aforesaid reports. To the extent any of the information in such reports conflicts with data or calculations in the records of the Collateral Manager, the Collateral Manager shall notify the Collateral Administrator of such discrepancy and use reasonable efforts to assist the Collateral Administrator in reconciling such discrepancy. Upon reasonable request by the Collateral Administrator, the Collateral Manager further agrees to provide to the Collateral Administrator from time to time during the term of this Agreement, on a timely basis, any information in its possession relating to the Collateral Obligations and any proposed purchases, sales or other dispositions thereof as to enable the Collateral Administrator to perform its duties hereunder.

(e) If, in performing its duties under this Agreement, the Collateral Administrator (including, for the avoidance of doubt, in its capacity as Calculation Agent) is required to decide between alternative courses of action (including the methodology to be applied in connection with an alternative reference rate (including any Fallback Rate)), the Collateral Administrator may request written instructions (or verbal instructions, followed by written confirmation) from the Issuer or the Collateral Manager as to the course of action desired by it. If the Collateral Administrator does not receive such instructions within five Business Days after it has requested them, the Collateral Administrator may, but shall be under no duty to, take or refrain from taking any such courses of action; provided that the Collateral Administrator as promptly as possible notifies the Collateral Manager and the Issuer which course of action, if any (or refrainment from taking any course of action), it has decided to take. The Collateral Administrator shall be entitled to act in accordance with instructions received after such five Business Day period except (so long as it has provided the notice set forth in the prior sentence) to the extent it has already taken, or committed itself to take, action inconsistent with such instructions.

(f) The Collateral Administrator understands that the Issuer will, pursuant to the Indenture, pledge to the Trustee, for the benefit and on behalf of the Secured Parties, all of its right, title and interest in, to and under this Agreement. The Collateral Administrator consents to such assignment and agrees that such pledge shall not release or limit its liabilities, obligations and

duties hereunder and it shall perform any provisions of the Indenture applicable to it. The Collateral Administrator agrees that the Trustee shall be entitled to all of the Issuer's rights and benefits hereunder but shall not by reason of such pledge have any obligation to perform the Issuer's obligations hereunder, although it shall have the right to do so.

(g) In accordance with Section 7.18(a) of the Indenture, the Issuer hereby appoints the Collateral Administrator to act, and the Collateral Administrator hereby accepts and agrees to act in accordance with such appointment, as Calculation Agent in accordance with the terms of the Indenture. The Calculation Agent shall be afforded the same rights, protections, immunities and indemnities that are afforded to the Trustee under the Indenture along with those afforded to it hereunder or under the Indenture as Collateral Administrator or Calculation Agent; provided the foregoing shall not be construed to impose upon the Calculation Agent any of the duties or standards of care (including without limitation any duties of a prudent person) of the Trustee. The Collateral Administrator, in its capacity as Calculation Agent, shall have (i) no responsibility or liability for determining or verifying a Fallback Rate as a successor replacement base rate to the Base Rate (including, without limitation, whether the conditions to the designation of such Fallback Rate are satisfied), and shall be entitled to rely upon any designation of such a rate (and any modifier) by the Collateral Manager, (ii) obligation to determine or select any methodology or conventions for calculation of a Fallback Rate (which, for example, may include operational, administrative or technical parameters for compounding such Fallback Rate) and (iii) liability for any failure or delay in performing their duties under this Indenture or other Transaction Document as a result of the unavailability of Term SOFR or any other base rate described herein.

Section 2A. Information Agent.

(a) The Issuer hereby appoints the Collateral Administrator to act as information agent (the "Information Agent") and the Collateral Administrator hereby accepts such appointment. The parties hereto agree that any information required to be provided under Section 14.4 of the Indenture or hereunder ("17g-5 Information") shall be sent to the Information Agent's e-mail address at 17g5informationprovider@wilmingtontrust.com (the "Information Agent Address") specifically referencing "Symphony CLO 37, Ltd.– Rule 17g-5 Information" in the subject line (or such other e-mail address or subject line specified by the Information Agent in writing to the Issuer and the Collateral Manager) and containing in the body of such e-mail an identification of the type of 17g-5 Information being provided. All e-mails sent to the Information Agent pursuant to this Agreement or the Indenture shall only contain the 17g-5 Information and no other information, documents, requests or communications. Each e-mail sent to the Information Agent pursuant to this Agreement or the Indenture failing to be sent to the Information Agent Address or failing to conform to the foregoing requirements of this paragraph shall be deemed incomplete and the Information Agent shall have no obligations with respect thereto.

(b) The Information Agent shall (i) forward, or cause to be forwarded, via e-mail any 17g-5 Information to the 17g-5 Website's e-mail address at slideguitarcloil4k8q@17g5.com (the "17g-5 Address") (or such other e-mail address specified by the Issuer in writing to the Information Agent), but only to the extent such 17g-5 Information is received by the Information Agent at the Information Agent Address in accordance herewith and (ii) if requested by the 17g-5 Website, approve such 17g-5 Information for posting on the 17g-5 Website upon receipt of an e-mail from the 17g-5 Website (the "Confirmation Email") at the Information Agent Address requesting that

such information be approved for posting; provided, that the Information Agent may determine in its sole discretion to cause the posting of such 17g-5 Information on the 17g-5 Website in such other manner established or approved by the Information Agent and permitted by the 17g-5 Website. The Information Agent will not be responsible or liable for any failure of the 17g-5 Website to receive forwarded emails, provide Confirmation Emails or for the actual posting of such 17g-5 Information after the Information Agent has approved the same for posting.

(c) In the event that the Information Agent encounters a problem when forwarding the 17g-5 Information to the 17g-5 Address or approving the 17g-5 Information upon receipt of a Confirmation Email, the Information Agent's sole responsibility shall be to attempt to forward and/or approve such 17g-5 Information an additional time. In the event the Information Agent still encounters a problem, it shall provide notice of such failure to the Issuer, the Collateral Manager and such other Person, if applicable, that provided the 17g-5 Information to the Information Agent, at which time the Information Agent shall have no further obligations with respect to such 17g-5 Information; provided, however, that the Information Agent may, but shall have no obligation to, attempt to forward any 17g-5 Information to the 17g-5 Address more than twice; provided, further, that the foregoing shall in no way limit the right of the Issuer or the Collateral Manager to direct the Information Agent to resubmit such 17g-5 Information or additional 17g-5 Information at a later time pursuant to Section 2A(b) above. Notwithstanding anything herein or in any other document to the contrary, in no event shall the Information Agent be responsible for forwarding any information other than the 17g-5 Information in accordance herewith.

The Information Agent shall forward all 17g-5 Information it receives in accordance herewith to the 17g-5 Website on the same Business Day of receipt; provided, that such 17g-5 Information is received by 12:00 p.m. (eastern time) or, if received after 12:00 p.m. (eastern time), on the next Business Day. The Information Agent shall approve for posting the 17g-5 Information on the same Business Day of receipt of any Confirmation Email; provided, that such Confirmation Email is received by 12:00 p.m. (eastern time) or, if received after 12:00 p.m. (eastern time), on the next Business Day. The Information Agent's "approval" of 17g-5 Information for posting is ministerial in nature only, and the Information Agent shall have no obligation or duty to verify, confirm or otherwise determine whether the 17g-5 Information being delivered is accurate, complete, conforms to the terms of the Indenture or related transaction, conforms to the requirements of Rule 17g-5 of the Exchange Act ("**Rule 17g-5**") or otherwise is or is not anything other than what it purports to be. In the event that any 17g-5 Information is delivered or posted in error, the Information Agent may request the removal of such information from the 17g-5 Website. The Collateral Administrator and the Information Agent have not obtained and shall not be deemed to have obtained actual knowledge of any 17g-5 Information merely by posting such information to the 17g-5 Website to the extent such information was not produced by the Collateral Administrator or the Information Agent, as applicable. Neither the Information Agent nor the Collateral Administrator shall have any obligation to engage in or respond to any oral communications with respect to the transactions contemplated hereby, any documents relating hereto or in any way relating to the Notes or for the purposes of determining the initial credit rating of the Rated Notes or undertaking credit rating surveillance of the Rated Notes with any Rating Agency or any of its respective officers, directors or employees. Neither the Information Agent nor the Collateral Administrator will be responsible for maintaining the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Agreement, Rule 17g-5 or any other

law or regulation. In no event will either of the Information Agent or the Collateral Administrator be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Agreement, Rule 17g-5 or any other law or regulation. Neither the Information Agent nor the Collateral Administrator will be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Co-Issuers, the Rating Agencies, any nationally recognized statistical rating organization (a “*NRSRO*”), any of their agents or any other party. Neither the Information Agent nor the Collateral Administrator will be liable for the use of any information posted on the 17g-5 Website, whether by the Co-Issuers, the Rating Agencies, any NRSRO or any other third party that may gain access to the 17g-5 Information posted thereon.

For the avoidance of doubt, all the benefits, rights, protections, immunities and indemnities of the Collateral Administrator under this Agreement and the Indenture are enjoyed by the Collateral Administrator in its capacity as Information Agent.

Section 2B. EU Transparency and Reporting Requirements.

(a) For purposes of this Agreement and the responsibilities of the Collateral Administrator under this Section 2B, the following terms shall have the following meanings:

- (i) “*Certification*” means the form of certification set out in *Exhibit A* hereto, or such other form of website certification or such other form as may be agreed between the Issuer, the Collateral Administrator, and the Collateral Manager.
- (ii) “*Reportable Information*” means the Transparency Reports, the Transaction Documents and the Offering Memorandum.
- (iii) “*Reporting Agent*”: An entity, other than the Collateral Administrator, that shall be appointed by the Issuer to prepare (or assist in the preparation of) and/or make available certain reports pursuant to the EU Transparency and Reporting Requirements.
- (iv) “*Transparency Reports*”: As determined by the Issuer (in consultation with the Collateral Manager), any reports, data and other information necessary or essential in connection with the preparation of any loan level reports, investor reports and any reports in respect of inside information and significant events.

(b) The Issuer hereby agrees to be designated as the entity required to fulfill the EU Transparency and Reporting Requirements (the “*Reporting Entity*”), and to make available the information required by the EU Transparency and Reporting Requirements to the persons and by the means specified therein. As the Reporting Entity, the Issuer hereby agrees and further covenants that it will make available to (i) the Issuer, (ii) the Trustee, (iii) the Arranger, (iv) a Hedge Counterparty, (v) the Collateral Manager, (vi) a Rating Agency, (vii) the Holders, (viii) any potential investors in the Debt (upon request thereby), (ix) the competent authorities (as determined under each EU Securitisation Regulation) and (x) any CLO Information Service

(together, the "**Relevant Recipients**") the documents, reports and information necessary to fulfill any applicable reporting obligations under the EU Transparency and Reporting Requirements. The Issuer shall also determine (which determination may be made in consultation with the Collateral Manager) whether any reports, data and other information is necessary or essential in connection with the preparation of any Transparency Reports or the provision of any other Reportable Information.

(c) the Collateral Manager (or any other agent appointed on the Issuer's behalf) shall, on behalf of and at the expense of the Issuer, provide the Reporting Agent (and/or any applicable third party reporting entity) and the Issuer any other reports, data and other information required or otherwise reasonably requested for compliance by the Issuer with the EU Transparency and Reporting Requirements and preparation of the Transparency Reports which (i) it is in the possession of, or which it can reasonably obtain, (ii) is not subject to legal or contractual restrictions on its disclosure (unless the relevant information can be summarized or disclosed in an anonymized form, in accordance with such legal or contractual restrictions on disclosure), (iii) the Issuer does not otherwise have access to, is not already required to be provided to the Issuer directly, or is not otherwise in the Issuer's possession, and (iv) is reasonably required by the Reporting Agent or the Issuer (or any applicable third party reporting entity) in the performance of its obligations.

(d) The Collateral Administrator will, to the extent it is able, assist the Issuer in fulfilling its obligations as the Reporting Entity, as provided in and subject to the terms of this Agreement.

(e) The Collateral Administrator shall provide to the Reporting Agent separately identified by the Issuer the information marked as "Collateral Administrator Responsibility" (the "**CA Responsible Information**") in the list of data fields relating to the Transparency Reports attached hereto as **Exhibit B** (the "**Data Fields**"). Any references herein to the Collateral Administrator's Responsibility for populating information in the Transparency Reports designated as a "Collateral Administrator Responsibility" shall be deemed to be a reference to the Collateral Administrator providing information to the Reporting Agent, which information has been provided to, or otherwise in the possession of, the Collateral Administrator pursuant to this Agreement, including without limitation information maintained by the Collateral Administrator in the Collateral Database or otherwise provided to the Collateral Administrator by the Collateral Manager and/or the Issuer or the related obligor (or agent, trustee or other similar party on behalf of on obligor) and/or others with respect to the Collateral. The Collateral Administrator shall not have any obligation to populate Data Fields in any Transparency Report or otherwise provide any information to the Issuer, Collateral Manager, any Reporting Agent or any other Person, which is marked as "Collateral Manager Responsibility" or as "Reporting Agent Responsibility" in the Data Fields. The Collateral Manager shall provide the Reporting Agent with all of the inputs to populate the fields marked as "Collateral Manager Responsibility" in the list of data fields relating to the Transparency Reports set out in Exhibit B. The Issuer shall provide the Reporting Agent with all of the inputs to populate the fields marked as "Reporting Agent Responsibility" in the list of data fields relating to the Transparency Reports set out in Exhibit B.

(f) The Collateral Administrator shall not have any responsibility for the production or

compilation of any Transparency Reports, other than providing the CA Responsible Information to the Reporting Agent by no later than 9 Business Days following each Payment Date. The Issuer or Collateral Manager shall provide the Collateral Administrator with the relevant contact names and email addresses at the Reporting Agent to send such CA Responsible Information.

(g) The Issuer or the Collateral Manager on its behalf shall provide, or cause the Reporting Agent to provide, to the Collateral Administrator final and approved Transparency Reports, which will be published by the Collateral Administrator on the Collateral Administrator's Website as provided below.

(h) The Collateral Administrator shall make Transparency Reports (together with the Transaction Documents, the Offering Memorandum, and any other information required to be disclosed pursuant to the EU Transparency and Reporting Requirements) as provided to it by the Collateral Manager, the Issuer or any Reporting Agent available on its website, initially located at <https://WilmingtonTrustConnect.com> (or other such website as may be notified in writing by the Collateral Administrator to the Issuer (any such website of the Collateral Administrator, the "**Collateral Administrator's Website**")), which website shall, unless otherwise instructed by the Issuer (or the Collateral Manager on its behalf), be accessible to any person who certifies to the Issuer and the Collateral Administrator that it is: (i) the Issuer, (ii) the Trustee, (iii) the Arranger, (iv) a Hedge Counterparty, (v) the Collateral Manager, (vi) a Rating Agency, (vii) the Holders, (viii) any potential investors in the Debt (upon request thereby), (ix) the competent authorities (as determined under each EU Securitisation Regulation) and (x) any CLO Information Service, in each case in the form of the Certification, which Certification may be provided electronically. In addition, the Collateral Administrator shall publish any event-based disclosure on the Collateral Administrator's Website to the extent and as provided by the Issuer or the Collateral Manager to the Collateral Administrator. The Issuer, Collateral Manager, Trustee, and Rating Agencies may also access the Collateral Administrator's Website, which may be the same website used by the Trustee under the Indenture. For the purposes of posting Transaction Documents, the Offering Memorandum and other related documentation, the Issuer or the Collateral Manager shall provide the Collateral Administrator with such documentation (by email and in pdf format) and the relevant instructions, and other necessary information and data, as the case may be, in each case in sufficient time before the date on which the Issuer requires such documentation or applicable reports to be made available on the Collateral Administrator's Website. For the avoidance of doubt, (i) drafts of the Transaction Documents which were made available by the Issuer on the Collateral Administrator's Website prior to the issuance of the Notes shall be removed from such website upon the posting of the final Transaction Documents as described above and (ii) Transaction Documents may be removed, replaced and/or supplemented to the extent such documents are amended or replaced after the date hereof, including without limitation in connection with a Refinancing.

(i) In connection with providing any CA Responsible Information or the posting of any Reportable Information on the Collateral Administrator's Website, the Issuer (or the Collateral Manager on its behalf) shall provide any necessary instructions to the Collateral Administrator, upon request.

(j) The Collateral Manager and the Issuer shall be entitled to appoint agents to assist them with providing Transparency Reports to the Collateral Administrator to make available on

the Collateral Administrator's Website. As at the date hereof, the Collateral Manager and Issuer hereby gives notice to the Collateral Administrator that it intends to appoint one or more Reporting Agents to deliver the Transparency Reports to the Collateral Administrator and to assist the Issuer in compiling and/or verifying the Transparency Reports, and the Issuer shall promptly notify the Collateral Administrator of the appointment thereof. The Collateral Administrator shall be entitled to treat any Transparency Reports received from any such agents as if such Transparency Reports was received from the Issuer or the Collateral Manager, as applicable. To the extent any Transparency Report is received by the Collateral Administrator in error, the Issuer or the Collateral Manager shall promptly notify the Collateral Administrator thereof and provide the Collateral Administrator with a correct Transparency Report to be made available on the Collateral Administrator's Website (and the Collateral Administrator shall remove any such erroneous Transparency Report from the Collateral Administrator's Website).

(k) Acting on the instructions of the Issuer (or the Collateral Manager on its behalf), the Collateral Administrator shall promptly publish (i) any event-based disclosure as required by the EU Securitisation Regulation, (ii) copies of the relevant Transaction Documents as the same are required to be disclosed pursuant to Article 7 of the EU Securitisation Regulation and the offering circular in final form as of the Second Refinancing Date and (iii) any other Reportable Information, in each case on the Collateral Administrator's Website to the extent and as provided by the Issuer or the Collateral Manager to the Collateral Administrator.

(l) The Collateral Manager and/or the Issuer shall provide the Collateral Administrator with any documentation or event-based reporting to be posted on the Collateral Administrator's Website (by email and in pdf format) and the relevant instructions as soon as reasonably practicable and in any event on the Business Day prior to the date on which the Issuer requests such documentation or event based reporting to be made available on the Collateral Administrator's Website.

(m) Notwithstanding anything to the contrary herein or in any other Transaction Document, the Collateral Administrator shall be entitled to delegate any and all of its duties in relation to the publication of the Transparency Reports to any of its affiliates or any third party service providers (including third party software providers) and, in connection therewith, shall be entitled to disclose all information received from the Issuer, the Collateral Manager or any agent acting on their behalf to such affiliates and third parties.

(n) The Collateral Administrator shall not be liable for the accuracy or completeness of the information or data that has been provided to it and the Collateral Administrator shall not be obligated to verify, audit, re-compute, reconcile, recalculate or otherwise independently investigate the veracity, accuracy genuineness or completeness of any such information, document or data, or its sufficiency for any purpose (including without limitation for purposes of the EU Transparency and Reporting Requirements or EU Securitisation Regulation). The Collateral Administrator shall not be liable for failing to perform, or for any delay in providing CA Responsible Information or making available the Transparency Reports or any other Reportable Information, or for any errors, which results from or is caused by a failure or delay or error on the part of the Issuer, the Collateral Manager or any other Person in furnishing necessary, timely and accurate information to the Collateral Administrator. To the extent any Transparency Reports or other Reportable Information are made available to any Person on the Collateral Administrator's

Website, such Reportable Information shall for all purposes be deemed to have been made available by the Issuer, and the Issuer shall remain solely responsible for ensuring that the provision of such Reportable Information satisfies the requirements of the EU Transparency and Reporting Requirements and any other applicable laws, including, without limitation, applicable securities laws.

(o) For the avoidance of doubt, the Collateral Administrator will not assume any responsibility for, or obligation under, the EU Securitisation Regulation and will not assume any responsibility for the Issuer's obligations under the EU Securitisation Regulation. In providing such services, the Collateral Administrator (i) assumes no responsibility to the Holders, any potential investor in the Notes, any competent authorities (as determined under the EU Securitisation Regulation) or any other party (other than the Issuer as provided in and subject to the terms of this Agreement), whether under or with respect to the EU Securitisation Regulation, or with respect to any such party's use or onward disclosure of any documents posted on the Collateral Administrator's Website or any information contained in such documents, or otherwise, (ii) shall not be responsible for monitoring or verifying the Issuer's or any other party's compliance with the EU Transparency and Reporting Requirements or the EU Securitisation Regulation and (iii) shall have the benefit of all of the powers, protections, immunities and indemnities granted to it under this Agreement (including without limitation the benefit of Section 4(h) hereof) and the other Transaction Documents. Any Reportable Information that may be posted to the Collateral Administrator's Website, and the Collateral Administrator's Website itself, may include disclaimers excluding liability of the Collateral Administrator for the information provided therein.

(p) The Collateral Administrator shall not have any duty (i) to verify or investigate on an independent basis the veracity, genuineness, accuracy or completeness of any documentation provided to it by the Issuer, the Collateral Manager, or any other party or whether the Reportable Information is sufficient for any purpose (including without limitation for purposes of, or for compliance with, the EU Securitisation Regulation), or (ii) to determine whether or not the provision of such documents, or other information, and making the same available via the Collateral Administrator's Website, satisfies the EU Transparency and Reporting Requirements or the EU Securitisation Regulation.

(q) The Collateral Administrator shall be entitled to rely conclusively upon any instructions it receives from, and any determinations made by, the Issuer or the Collateral Manager, in respect of the preparation, provision or accessibility of the Transparency Reports, other Reportable Information or the acceptance of a Certification in respect thereof and the Collateral Administrator shall have no obligation, responsibility or liability whatsoever for actions taken (or forbearance from action undertaken) pursuant to and in accordance with such instructions or determinations.

(r) The Issuer confirms that it (or the Collateral Manager on its behalf) will be solely responsible for handling and responding to any inquiries raised by Relevant Recipients having access to any Reportable Information (including without limitation, any Transparency Reports) on the Collateral Administrator's Website and agrees that the Collateral Administrator shall have no responsibility for dealing with such inquiries. For the avoidance of doubt, drafts of the Transaction Documents which were made available by the Issuer on the Collateral Administrator's Website prior to the issuance of the Notes shall be removed from such website upon the posting of the final

Transaction Documents as described above.

(s) The Collateral Administrator shall not assume or have any responsibility or liability for monitoring or ascertaining whether any person to whom it makes any Reportable Information (including without limitation, any Transparency Reports) available on the Collateral Administrator's Website falls within the category of persons permitted or required to receive such information under the EU Transparency and Reporting Requirements or EU Securitisation Regulation. The Collateral Administrator shall be entitled to conclusively rely upon any Certification provided to it, as described this Section 2B (which may be provided electronically), and the Collateral Administrator shall be entitled to conclusively assume that each such person is a person to whom the Reportable Information (including without limitation, any Transparency Reports) should be made available on the Collateral Administrator's Website and shall not be liable to anyone whatsoever for so relying, assuming or doing.

(t) For the avoidance to doubt, (i) this Section 2B, Exhibit A and Exhibit B may be amended by agreement in writing (which may be by way of email) between the Collateral Manager, the Collateral Administrator and the Issuer and the prior written consent of the holders of the Notes will not be required and (ii) any amendments, modifications or other updates to the EU Securitisation Regulation, the EU Transparency and Reporting Requirements or the forms of the Transparency Reports (in each case, as in effect as of the date hereof) shall not affect the duties of the Collateral Administrator hereunder until such time as this Agreement is amended to effect any such changes.

(u) Notwithstanding anything to the contrary in this Agreement, the Collateral Administrator shall be entitled to resign from its obligations to post Reportable Information on the Collateral Administrator's Website; provided that any such resignation or termination of appointment of the Collateral Administrator shall be only in respect of the Collateral Administrator's obligations to post such information to the Collateral Administrator's Website under this Agreement and shall be without prejudice to the Collateral Administrator's other obligations under the Transaction Documents which shall not be affected by any such resignation or termination. No termination of the appointment of the Collateral Administrator to post Reportable Information to the Collateral Administrator's Website shall be effective until the date on which a successor Reporting Agent reasonably acceptable to the Issuer and the Collateral Manager (such acceptance not to be unreasonably withheld or delayed) has agreed in writing to assume all of the Collateral Administrator's duties and obligations pursuant to this Agreement with respect to the provision of the Transparency Reports and/or other Reportable Information. If a Reporting Agent does not take office within 90 days after termination of the appointment of the Collateral Administrator to post Reportable Information, the Collateral Administrator, the Issuer, or the Collateral Manager may petition a court of competent jurisdiction for the appointment of a successor Reporting Agent.

Section 3. Compensation.

The Collateral Administrator will perform the duties and provide the services called for under Sections 2, 2A and 2B hereof in exchange for compensation as set forth in a separate fee letter in connection herewith. The Collateral Administrator and (in the case of obligations under Section 2B of the Collateral Manager), the Collateral Manager shall be entitled to receive, on each

Payment Date, reimbursement for all reasonable out-of-pocket expenses incurred by it in the course of performing its obligations hereunder, payable as Administrative Expenses, in the order specified in the Priority of Payments as set forth in the Indenture (or in such other manner in which Administrative Expenses are permitted to be paid under the Indenture). Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Collateral Administrator's or Collateral Manager's (as applicable) agents, counsel, accountants and experts. The payment obligations to the Collateral Administrator and the Collateral Manager pursuant to this Section 3 shall survive the termination of this Agreement or the earlier resignation or removal of the Collateral Administrator or Collateral Manager.

Section 4. Limitation of Responsibility of the Collateral Administrator; Indemnifications.

(a) The Collateral Administrator will have no responsibility under this Agreement other than to render the services expressly called for hereunder in good faith and without willful misconduct or gross negligence. The Collateral Administrator shall incur no liability to anyone in acting upon any signature (including any electronic signature), instrument, statement, notice, resolution, request, direction, consent, order, certificate, report, opinion, bond or other document or paper or any electronic communication believed by it to be genuine and reasonably believed by it to be signed, sent or presented by the proper party or parties. The Collateral Administrator may exercise any of its rights or powers hereunder or perform any of its duties hereunder either directly or by or through agents or attorneys, and the Collateral Administrator shall not be responsible for any acts or omissions on the part of any agent or attorney appointed with due care by it. The Collateral Administrator shall not be liable to any other parties hereto, the Issuer, the Trustee or any other Person, except to the extent of acts or omissions of the Collateral Administrator which constitute bad faith, willful misconduct or gross negligence. The Collateral Administrator shall in no event have any liability for the actions or omissions of the Issuer, the Collateral Manager, the Trustee or any other Person, and shall have no liability for any inaccuracy or error in any duty performed by it that results from or is caused by inaccurate, untimely or incomplete information or data received by it from the Issuer, the Collateral Manager, the Trustee or another Person. The Collateral Administrator shall not be liable for failing to perform or delay in performing its specified duties hereunder which result from or is caused by a failure or delay on the part of the Issuer, the Collateral Manager, the Trustee or another Person in furnishing necessary, timely and accurate information to the Collateral Administrator. The duties and obligations of the Collateral Administrator or agents shall be determined solely by the express provisions of this Agreement and they shall not be under any obligation or duty except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants shall be read into this Agreement against them. The Collateral Administrator may consult with and shall be entitled to rely on the advice of legal counsel and Independent accountants in performing its duties hereunder and shall be protected and deemed to have acted in good faith if it acts in good faith in accordance with such advice. In addition to its benefits, rights, protections, immunities and indemnities contained herein, the Collateral Administrator shall be entitled to the same benefits, rights, protections, immunities and indemnities that are afforded to the Trustee under the Indenture as if fully set forth herein mutatis mutandis.

(b) The Collateral Administrator may rely conclusively on any notice, certificate or other document (including, without limitation, electronically transmitted instructions, documents or information) furnished to it hereunder and believed by it in good faith to be genuine. The Collateral Administrator shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed hereunder, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action. The Collateral Administrator shall not be bound to make any investigation into the facts or matters stated in any certificate, report or other document.

(c) The Collateral Administrator shall not be deemed to have knowledge or notice of any matter unless a Trust Officer of the Collateral Administrator who is authorized to act for the Collateral Administrator in matters relating to, and binding upon, the Collateral Administrator with respect to the subject matter of the request has received written notice of such matter in accordance with this Agreement or the Indenture. Under no circumstances shall the Collateral Administrator be liable for indirect, punitive, special, incidental or consequential damages under or pursuant to this Agreement, its duties or obligations hereunder or arising out of or relating to the subject matter hereof, even if the Collateral Administrator has been advised of the likelihood of such damages and regardless of the form of such action. It is expressly acknowledged by the Issuer and the Collateral Manager that application and performance by the Collateral Administrator of its various duties hereunder (including recalculations to be performed in respect of the matters contemplated hereby) shall, in part, be based upon, and in reliance upon, data and information provided to it by the Collateral Manager, the Issuer, the related obligor (or agent, trustee or other similar party on behalf of such obligor) or other reputable financial reporting sources with respect to each Collateral Obligation. Notwithstanding anything herein and without limiting the generality of any terms of this Section 4, the Collateral Administrator shall not have any liability to the extent of any expense, loss, damage, demand, charge or claim resulting from or caused by events or circumstances beyond the reasonable control of the Collateral Administrator including, without limitation, acts of God, pandemics, epidemics, strikes, lockouts, riots, acts of war, national emergency, quarantines, ransomware or malware attacks, loss or malfunctions of utilities, computer (hardware or software), communications services), the interruption, suspension or restriction of trading on or the closure of any securities markets, power or other mechanical or technological failures or interruptions, computer viruses, communications disruptions, work stoppages, natural disasters, fire, terrorism, rebellions, or other similar acts.

(d) The Collateral Administrator shall not be bound to follow any amendment, modification, supplement or waiver to the Indenture or other Transaction Document until it has received written notice of such amendment, modification, supplement or waiver and a copy thereof from the Issuer or the Trustee; provided, however, that the Collateral Administrator (including in its capacity as Information Agent and Calculation Agent) shall not be bound by any amendment, modification, supplement or waiver to the Indenture or other Transaction Document (including, without limitation, in connection with the adoption of any alternative reference rate index) that it determines adversely affects the obligations, rights, privileges, protections or liabilities of the Collateral Administrator (including, without limitation, the imposition or expansion of discretionary authority) or otherwise adversely affect the of the Collateral Administrator unless the Collateral Administrator shall have consented thereto in writing. The Issuer agrees that it shall

not permit any amendment, modification, supplement or waiver to the Indenture or other Transaction Document that adversely affects the obligations of the Collateral Administrator or adversely affects or otherwise modifies the compensation of the Collateral Administrator to become effective unless the Collateral Administrator has been given prior written notice of such amendment, modification, supplement or waiver and has consented thereto.

(e) The Issuer shall, and hereby agrees to, indemnify, defend and hold harmless the Collateral Administrator and its Affiliates, directors, officers, agents and employees from any and all losses, damages, liabilities, demands, charges, costs, expenses (including the reasonable fees and expenses of counsel and other experts) and claims of any nature in respect of, or arising from any acts or omissions performed or omitted by the Collateral Administrator, its Affiliates, directors, officers, agents or employees pursuant to or in connection with the terms of this Agreement, or in the performance or observance of its duties or obligations under this Agreement and in connection with any Pre-Closing Services; provided such acts or omissions are in good faith and without willful misconduct or gross negligence on the part of the Collateral Administrator. For the avoidance of doubt, all indemnities payable under this subsection (e) shall be payable only in accordance with the order specified in the Priorities of Payment (or in such other manner in which Administrative Expenses are permitted to be paid under the Indenture).

(f) The Collateral Manager will have no responsibility under this Agreement other than to render the services called for hereunder or in connection with the Indenture without bad faith, willful misconduct or gross negligence. The Collateral Manager shall, and hereby agrees to, indemnify, defend and hold harmless the Collateral Administrator and its Affiliates, directors, officers, agents and employees from any and all losses, damages, liabilities, demands, charges, costs, expenses (including the reasonable fees and expenses of counsel and other experts) and claims of any nature in respect of, or arising from any acts or omissions performed or omitted by the Collateral Manager and its Affiliates, directors, officers, agents or employees constituting fraud, willful misconduct or gross negligence in the performance of the Collateral Manager's duties hereunder. None of the Collateral Manager nor any of its Affiliates, directors, Officers, shareholders, agents, managers, members and employees shall be liable for indirect, punitive, special or consequential damages hereunder.

(g) Notwithstanding anything herein and without limiting the generality of any terms of this Section 4, the Collateral Administrator shall have no liability for any failure, inability or unwillingness on the part of the Collateral Manager or the Issuer to provide accurate and complete information on a timely basis to the Collateral Administrator, or otherwise on the part of any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on the Collateral Administrator's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof.

(h) Notwithstanding anything herein and without limiting the generality of any terms of this Section 4 or Section 2B, the Collateral Administrator shall have no liability for any failure, inability or unwillingness on the part of the Collateral Manager, the Issuer or any other Person (or the Trustee, if not the same Person as the Collateral Administrator) to provide accurate and complete information on a timely basis to the Collateral Administrator, or otherwise on the part of

any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on the Collateral Administrator's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof.

(i) Nothing herein shall obligate the Collateral Administrator to determine: (a) if a Collateral Obligation meets the criteria specified in the definition thereof, (b) if the conditions specified in the definition of "Deliver" have been complied with, (c) the type, classification or characterization of any Collateral Obligation or Collateral, including without limitation whether any Collateral Obligation is a Bond, Bridge Loan, Clearing Corporation Security, Collateral Obligation, Contribution Asset, Cov-Lite Loan, Credit Improved Obligation, Credit Risk Obligation, Current Pay Obligation, Defaulted Obligation, Deferrable Interest Obligation, Deferring Obligation, Delayed Funding Term Loan, DIP Loan, Discount Obligation, Disposed Obligation, Equity Security, Excess Closing Participation, Exchanged Obligation, Excluded Asset, Excluded Obligation, First Lien Last Out Loan, Fixed Rate Collateral Obligation, Floating Rate Collateral Obligation, Government Security, High-Yield Bond, Illiquid Asset, Issuer Subsidiary Assets, Lease Financing Transaction, Loan, Long-Dated Obligation, Margin Stock, Non-Discount Obligation, Non-Quarterly Asset, Non-Quarterly Designated Asset, Partial Deferrable Interest Obligation, Participation, Permitted Debt Security, Pledged Obligation, Prefunded Letter of Credit, Prohibited Obligation, Qualified Contribution Asset, Real Estate Loan, Received Obligation, Reference Rate Floor Obligation, Revolving Credit Facility, Second Lien Loan, Secured Obligation, Senior Secured Bond, Senior Secured Loan, Senior Unsecured Bond, Small Obligor Loan, SOFR Floor Obligation, Step-Down Coupon Obligation, Step-Up Coupon Obligation, Structured Finance Security, Subordinated Notes Collateral Obligation, Substitute Collateral Obligation, Super Senior Revolving Facility, Synthetic Security, Transferable Margin Stock, Unregistered Security, Unsalable Asset, Unsecured Loan, Withholding Tax Obligation or Zero-Coupon Security, (d) the Domicile of each Collateral Obligation and the Domicile of any issuer or, or obligor with respect to, a Collateral Obligation, (e) whether Collateral is purchased from, or sold to, an Affiliate of the Co-Issuers or the Collateral Manager or any fund or other entity managed by the Collateral Manager or the Co-Issuers, (f) the identification of Post Reinvestment Reinvestable Proceeds, (g) the specified "floor" rate *per annum* related to any SOFR Floor Obligation (h) the identity of the Bloomberg Loan ID, CUSIP, ISIN and LoanX ID identifier or other security identifier of the Collateral Obligations, (i) compliance with the Restricted Trading Condition, (j) the existence or terms of any Exchange Transaction, (k) the acquisition or disposition price of each item of Collateral acquired by the Issuer and in which the Issuer, pursuant to the Indenture, has Granted an interest to the Trustee and each item of Collateral disposed of by the Issuer, in each case, since the date of determination of the Last Report and the identity of the purchasers or sellers thereof, if any, which are affiliated with either of the Co-Issuers or the Collateral Manager, (l) the identity of each Collateral Obligation held by an Issuer Subsidiary, (m) the identity of any Collateral Obligation that is issued by a Special Purpose Vehicle, (n) the amount of any Contributions made to the Issuer received since the date of determination of the Last Report, (o) the total number of (and related dates of) any Aggregated Reinvestments implemented during such month, the identity of each Collateral Obligation sold or acquired in connection with such Aggregated Reinvestment(s), and the percentage of the Collateral Portfolio consisting of such Collateral Obligations that were sold or acquired in connection with such Aggregated

Reinvestment(s), (p) the identity and rating of each Securities Intermediary maintaining any Accounts, (q) whether the Retention Holder has provided written confirmation that (i) the Retention Holder continues to hold Subordinated Notes with an original Aggregate Outstanding Amount equal to or greater than the Minimum Retention Basis Amount and (ii) it has not shorted, hedged or otherwise mitigated its credit risk or sold, transferred or otherwise surrendered all or part of the rights, benefits or obligations arising from or associated with the Retention Notes except to the extent not restricted by the EU Securitisation Laws and/or the UK Securitisation Framework, (r) the identity of each Permitted Debt Security, (s) compliance by any party with LSE Compliance or any similar laws (t) with respect to each Excluded Obligation and Excluded Obligation Investment, the (i) identity (including any CUSIP number or other relevant identifier), (ii) type of obligation (e.g. loan, bond, stock, warrant, etc.), (iii) number of shares (in the case of an equity security) or aggregate principal balance (in the case of an interest in a bond or a loan), (iv) the par amount of such Excluded Obligation or Excluded Obligation Investment and the amount of proceeds received by the Issuer in respect thereof during the current Collection Period, (v) the Eligible Investments or cash position held in the Excluded Asset Account and (vi) the Market Value (in the case of an interest in a bond, a loan or an equity security with an LXID that has a mark from LoanX), (u) whether a maturity amendment has occurred and how the Collateral Manager voted in such maturity amendment, and (v) the result, related minimum or maximum test level and any determination as to whether such result satisfies the related test with regards to all Non-Discount Obligations, Qualified Contribution Assets, Exchange Transactions and Distressed Exchanges. Further, nothing herein shall impose or imply any duty or obligation on the part of the Collateral Administrator to (i) verify, investigate or audit any such information or data, or to determine or monitor on an independent basis whether any Collateral Obligation is subject to an Offer, call for redemption or other similar action or whether an issuer or obligor of Collateral is in default or in compliance with the Underlying Instruments governing or securing such Collateral or (ii) determine the Market Value of a Collateral Obligation or obtain or determine any bid prices in connection therewith, from time to time, the role of the Collateral Administrator hereunder being solely to perform only those functions as provided herein as more particularly described in Section 2 hereof. For purposes of monitoring rating changes by the Rating Agencies, the Collateral Administrator shall be entitled to use and rely (in good faith) exclusively upon any reputable electronic financial information reporting service (including the Bloomberg wire service), and shall have no liability for any inaccuracies in the information reported by, or other errors or omissions of, any such service. This Section 4 shall survive the termination or assignment of this Agreement and the resignation or removal of the Collateral Administrator.

(j) For the avoidance of doubt, all the benefits, rights, protections, immunities and indemnities of the Collateral Administrator under this Agreement and the Indenture are enjoyed by the Collateral Administrator in its capacity as Calculation Agent and Information Agent.

(k) The Collateral Administrator shall have no responsibility to monitor or verify whether an EU/UK Retention Event, U.S. Retention Event or Retention Deficiency has occurred. In connection with preparing each Monthly Report, the Collateral Administrator shall be entitled to rely upon information and confirmations provided by the Retention Holder, including without limitation, in respect of whether an EU/UK Retention Event, U.S. Retention Event or Retention Deficiency has occurred. The Collateral Administrator shall not be deemed to have knowledge that the Retention Holder has failed to supply any information required to satisfy the EU/UK Risk

Retention Requirements until such time as the Collateral Administrator receives written notice thereof from the Issuer or the Collateral Manager on its behalf. For purposes of the preparation of each Monthly Report, the Collateral Manager shall, promptly following each determination date for such Monthly Report, provide to the Collateral Administrator (i) the calculation of the Minimum Retention Basis Amount as of the most recent date of determination for the purpose of the Collateral Manager's determination of whether a Retention Deficiency has occurred and (ii) confirmation as to whether an actual or potential Retention Deficiency prohibited the Collateral Manager from reinvesting in Collateral Obligations since the determination date for the last Monthly Report. The Collateral Administrator shall not have any obligation to confirm compliance with EU Securitisation Laws, UK Securitisation Framework, U.S. Risk Retention Rules, UK Risk Retention Rules, FCA Risk Retention Rules or any similar laws or any Risk Retention Issuance by the Issuer or any other person.

(l) The Collateral Administrator, in its capacity as Calculation Agent, shall be under no obligation to (i) monitor, determine or verify, or to give notice to any other transaction party of, the unavailability or cessation of Term SOFR (or other applicable benchmark, (ii) select, identify or designate any Fallback Rate, or other successor replacement benchmark index (or any modifier with respect thereto), or determine whether any conditions to the designation of such a rate or modifier have been satisfied, (iii) select, identify or designate any methodology or conventions for calculation of a Fallback Rate, or other successor or replacement benchmark index (which, for example, may include operations, administrative, or technical parameters for compounding such Fallback Rate) or (iv) determine whether any supplemental indenture or Base Rate Conforming Changes to the Indenture are necessary in connection therewith.

(m) The Collateral Administrator shall not be deemed to have knowledge that the Volcker Rule or LSE Compliance has been satisfied unless and until the Collateral Administrator is notified of the satisfaction of such condition by the Issuer or the Collateral Manager on behalf of the Issuer.

(n) This Section 4 shall survive the termination or assignment of this Agreement and the resignation or removal of the Collateral Administrator.

Section 5. Independence of the Collateral Administrator.

For all purposes of this Agreement, the Collateral Administrator shall be an independent contractor. Unless expressly authorized by the Issuer herein, the Collateral Administrator shall have no authority to act for or represent the Issuer in any way and shall not otherwise be deemed an agent of the Issuer or the Collateral Manager.

Section 6. No Joint Venture.

Nothing contained in this Agreement (i) shall constitute the Collateral Administrator, the Collateral Manager or the Issuer, respectively, as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them or (iii) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

Section 7. Other Activities of Collateral Administrator.

Nothing herein shall prevent the Collateral Administrator or its Affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as a collateral administrator for any other person or entity even though such person or entity may engage in business activities similar to those of the Issuer.

Section 8. Term of Agreement.

This Agreement shall continue in force until the earlier of (a) the satisfaction and discharge of the Indenture in accordance with its terms, upon which event this Agreement shall automatically terminate and (b) the resignation or removal of the Collateral Administrator pursuant to Section 9 hereof.

Section 9. Resignation and Removal of Collateral Administrator.

(a) Subject to Section 9(d) hereof, the Collateral Administrator may resign its duties hereunder (including resigning in its capacity as Information Agent or Calculation Agent) by providing the Issuer and the Collateral Manager with at least 30 days' prior written notice.

(b) Subject to Section 9(d) hereof, the Issuer (or the Collateral Manager on behalf of the Issuer) may remove the Collateral Administrator without cause by providing the Collateral Administrator with at least 30 days' prior written notice.

(c) Subject to Section 9(d) hereof, the Issuer (or the Collateral Manager on behalf of the Issuer) may remove the Collateral Administrator immediately upon written notice of termination from the Issuer (or the Collateral Manager on behalf of the Issuer) to the Collateral Administrator if any of the following events shall occur:

- (i) the Collateral Administrator shall default in the performance of any of its duties under this Agreement and, after notice of such default, shall not cure such default within ten days (or, if such default cannot be cured in such time, shall not have given within ten days such assurance of cure as shall be reasonably satisfactory to the Issuer and the Collateral Manager);
- (ii) the Collateral Administrator is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (iii) a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within 60 days, in respect of the Collateral Administrator in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Collateral Administrator or any

substantial part of its property or order the winding-up or liquidation of its affairs; or

- (iv) the Collateral Administrator shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, shall consent to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Collateral Administrator or any substantial part of its property, shall consent to the taking of possession by any such official of any substantial part of its property, shall make any general assignment for the benefit of creditors or shall fail generally to pay its debts as they become due.

The Collateral Administrator agrees that if any of the events specified in clauses (i), (ii), (iii) or (iv) of this Section 9(c) shall occur, it shall give written notice thereof to the Issuer, the Collateral Manager, the Trustee and the Rating Agencies within three Business Days after the happening of such event.

(d) Except when the Collateral Administrator shall be removed pursuant to subsection (c) of this Section, no resignation or removal of the Collateral Administrator pursuant to this Section shall be effective until (i) a successor Collateral Administrator (or Information Agent or Calculation Agent, as applicable) shall have been appointed by the Issuer and (ii) such successor Collateral Administrator (or successor Information Agent or Calculation Agent) shall have agreed in writing to be bound by the terms of this Agreement or other agreement requiring such Person to perform such obligations in a substantively similar manner as the Collateral Administrator (or Information Agent or Calculation Agent, as applicable) is bound hereunder. If a successor Collateral Administrator (or Information Agent or Calculation Agent, as applicable) does not take office within 30 days after the retiring Collateral Administrator (or Information Agent or Calculation Agent, as applicable) resigns or is removed, the retiring Collateral Administrator (or Information Agent or Calculation Agent, as applicable), the Issuer, the Collateral Manager or a Majority of the Controlling Class, may petition a court of competent jurisdiction for the appointment of a successor Collateral Administrator (or Information Agent or Calculation Agent, as applicable). For the avoidance of doubt, a successor Collateral Administrator shall notify the Rating Agencies of its appointment.

(e) Subject to Section 9(d) hereof, at any time that the Collateral Administrator is the same institution as the Trustee, the Collateral Administrator hereby agrees that upon the appointment of a successor Trustee, the Collateral Administrator shall immediately resign and such successor Trustee shall automatically become the Collateral Administrator under this Agreement. Any such successor Trustee shall be required to agree to assume the duties of the Collateral Administrator under the terms and conditions of this Agreement in its acceptance of appointment as successor Trustee.

(f) Any successor to the Collateral Manager shall be bound automatically by the terms and provisions of this Agreement upon becoming the successor Collateral Manager under the Management Agreement.

(g) The Issuer shall provide notice to the Rating Agencies of any removal or resignation pursuant to Sections 9(a) or 9(b) hereof.

Section 10. Action upon Termination, Resignation or Removal of the Collateral Administrator.

Promptly upon the effective date of termination of this Agreement pursuant to Section 8 hereof or the resignation or removal of the Collateral Administrator pursuant to Section 9 hereof, the Collateral Administrator shall be entitled to be paid on the next succeeding Payment Date all expenses accruing to it to the date of such termination, resignation or removal in accordance with the Priority of Payments. The Collateral Administrator shall forthwith deliver to, or as directed by, the Issuer upon such termination pursuant to Section 8 hereof or such resignation or removal of the Collateral Administrator pursuant to Section 9 hereof, all property and documents of or relating to the Collateral then in the custody of the Collateral Administrator, and the Collateral Administrator shall cooperate with the Issuer and any successor Collateral Administrator, and take all reasonable steps requested to assist the Issuer in making an orderly transfer of the duties of the Collateral Administrator.

Section 11. Representations and Warranties.

Each of the parties hereto represents and warrants to each other party as follows:

(a) It has been duly incorporated or formed and is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, has the full power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary action to authorize this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder. No consent of any other person including, without limitation, its shareholders, partners and/or creditors, and no license, permit, approval or authorization of exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by it in connection with this Agreement or the execution, delivery, performance, validity or enforceability of this Agreement and the obligations imposed upon it hereunder except as otherwise obtained before the Closing Date. This Agreement constitutes, and each instrument or document required hereunder, when executed and delivered by it hereunder, will constitute its legally valid and binding obligations enforceable against it in accordance with their terms subject, as to enforcement, (A) to the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights as such laws would apply in the event of any bankruptcy, receivership, insolvency or similar event applicable to it and (B) to general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).

(b) The execution, delivery and performance by it of this Agreement and the documents and instruments required hereunder will not violate any provision of any existing law or regulation binding on it or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on it, or the governing instruments of, or any securities issued by, it or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, the violation of which would have a material

adverse effect on its business operations, assets or financial condition and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

Section 12. Notices.

Any notice, report or other communication given hereunder shall be delivered in writing, electronically, or addressed to the address for each such party set forth in the Indenture, or to such other address as any party shall have provided to the other parties in writing. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if such notice is mailed by first class mail, postage prepaid, hand delivered, sent by overnight courier service guaranteeing next day delivery or sent by electronic mail to the address of such party as set forth in the Indenture.

The Collateral Administrator shall have the right to accept and act upon instructions, including funds transfer instructions and directions ("**Instructions**") given pursuant to this Agreement, any other Transaction Document or any other document executed in connection with a Transaction Document and delivered using Electronic Means; **provided, that** the Issuer and the Collateral Manager, as applicable, shall provide to the Collateral Administrator an incumbency certificate listing Authorized Officers and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer and the Collateral Manager, as applicable, whenever a person is to be added or deleted from the listing. If the Issuer and the Collateral Manager, as applicable, elects to give the Collateral Administrator Instructions using Electronic Means and the Collateral Administrator in its discretion elects to act upon such Instructions, the Collateral Administrator's reasonable understanding of such Instructions shall be deemed controlling. The Issuer and the Collateral Manager understand and agree that the Collateral Administrator cannot determine the identity of the actual sender of such Instructions and that the Collateral Administrator shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Collateral Administrator have been sent by such Authorized Officer. The Issuer and the Collateral Manager shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Collateral Administrator and that the Issuer, the Collateral Manager and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and the Collateral Manager, as applicable. The Collateral Administrator shall not be liable for any losses, costs or expenses arising directly or indirectly from the Collateral Administrator's reliance upon and compliance with such Instructions notwithstanding such Instructions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Collateral Manager agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Collateral Administrator, including without limitation the risk of the Collateral Administrator acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Collateral Administrator and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer and the Collateral Manager, as applicable; (iii) that the security procedures (if any) to be followed in connection with

its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Collateral Administrator immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Collateral Administrator, other similar unsecured electronic methods or methods or systems specified by the Collateral Administrator as available for use in connection with its services hereunder.

Section 13. Amendments.

This Agreement may not be amended, changed, modified or terminated (except as otherwise expressly provided herein) except by the Issuer, the Collateral Manager and the Collateral Administrator in writing and notice of any such amendment is to be provided by the Issuer to the Rating Agencies.

Section 14. Successor and Assigns.

This Agreement shall inure to the benefit of, and be binding upon, the successors and the assigns of each of the Issuer, the Collateral Manager and the Collateral Administrator. This Agreement may not be assigned by the Collateral Administrator unless such assignment is previously consented to in writing by the Issuer and the Collateral Manager (and notice of any such assignment is to be provided by the Collateral Administrator to the Rating Agencies). An assignment with such consent, if accepted by the assignee, shall bind the assignee hereunder to the performance of any duties or obligations of the Collateral Administrator hereunder. Any organization or entity into which the Collateral Administrator may be merged or converted or with which it may be consolidated, any organization or entity resulting from any merger, conversion or consolidation to which the Collateral Administrator shall be a party and any organization or entity succeeding to all or substantially all of the corporate trust business of the Collateral Administrator shall be the successor Collateral Administrator hereunder without the execution or filing of any paper or any further act of any of the parties hereto.

Section 15. Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ANY MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE), THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 16. Submission to Jurisdiction.

Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this Agreement, and each such party hereby

irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or federal court. Each such party hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Issuer irrevocably consents to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process, in the case of the Issuer, Collateral Administrator or Collateral Manager, to it at its address as set forth in the Indenture. Each such party agrees that a final and non-appealable judgment by a court of competent jurisdiction in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 17. Waiver of Jury Trial Right.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of any suit, action or proceedings relating to this Agreement or any matter between the parties arising under or in connection with this Agreement, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

Section 18. Headings.

The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 19. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a scanned, photocopied, or other electronically imaged manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the UCC (collectively, “*Signature Law*”), in each case to the extent applicable. Each scanned, photocopied, or other electronically imaged manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any scanned, photocopied, or other electronically imaged manual signature, or other electronic signature, of any other party (whether such signature is with respect to this Agreement or any notice, officer’s certificate or other ancillary document delivered pursuant to or in connection with

this Agreement) and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Any electronically signed document delivered via email from a person purporting to be an Authorized Officer shall be considered signed or executed by such Authorized Officer on behalf of the applicable Person. The Collateral Administrator shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 20. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 21. Not Applicable to Wilmington Trust, National Association in Other Capacities.

Nothing in this Agreement shall affect any right, benefit or obligation Wilmington Trust, National Association may have in any other capacity.

Section 22. Limitation of Liability.

In no event shall the Collateral Administrator in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder.

Section 23. No Third-Party Beneficiaries.

Subject to Section 2(f), this Agreement does not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

Section 24. Bankruptcy Matters.

Notwithstanding any other provision of this Agreement, the liability of the Issuer to the Collateral Administrator and any other Person hereunder is payable subject to and in accordance with the Priority of Payments and other applicable terms of the Indenture and is at all times limited in recourse to the Collateral available at such time and amounts derived therefrom and following application of the Collateral in accordance with the provisions of the Indenture, all obligations of and all remaining claims against the Issuer will be extinguished and shall not revive. No recourse shall be had against any Officer, member, director, employee, security holder or incorporator of the Issuer or its successors and assigns for the payment of any amounts payable under this Agreement. The provisions of Section 5.4(d) of the Indenture shall apply mutatis mutandis as if set forth herein in full such that neither the Collateral Administrator nor any other Person will, prior to the date which is one year (or, if longer, the applicable preference period then in effect) and one day after the payment in full of all Notes issued by the Issuer, institute against, or join any

other Person in instituting against, the Issuer or any subsidiary thereof any bankruptcy, winding up, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings, or other bankruptcy event under bankruptcy law or any similar laws in any jurisdiction; provided, however, that nothing herein shall be deemed to prohibit the Collateral Administrator (i) from taking any action before the expiration of that period in (A) any case or bankruptcy event voluntarily filed or commenced by the Issuer or any subsidiary thereof or (B) any involuntary insolvency bankruptcy event filed or commenced by a person other than one of the Secured Parties, or (ii) from commencing against any of the Issuer or any subsidiary thereof or any of their respective properties any legal action that is not a bankruptcy, reorganization, arrangement, insolvency, moratorium, or liquidation Proceeding. The provisions of this Section 24 shall survive termination of this Agreement.

Section 25. Waiver.

No failure on the part of any party hereto to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Collateral Administration Agreement to be duly executed and delivered as of the date and year first above written.

SYMPHONY CLO 37, LTD., as Issuer

By: _____
Name:
Title:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Administrator**

By: _____
Name:
Title:

**SYMPHONY ALTERNATIVE ASSET
MANAGEMENT LLC, as Collateral Manager**

By: _____
Name:
Title:

EXHIBIT A

[Form of Certification]

Wilmington Trust, National Association, as Collateral Administrator
1100 North Market Street
Wilmington, DE 19890
Attention: CLO Administration—Symphony CLO 37, Ltd.]¹

Reference is made to the notes (the “*Notes*”) issued by Symphony CLO 37, Ltd. as issuer (the “*Issuer*”) and, where applicable, Symphony CLO 37, LLC, as co-issuer (the “*Co-Issuer*”) pursuant to an Indenture, dated as of December 6, 2022 (as amended by the First Supplemental indenture dated as of December 18, 2023, the Second Supplemental Indenture dated as of the date hereof and as may be further amended or supplemented from time to time, the “*Indenture*”), by and among the Issuer, the Co-Issuer, and Wilmington Trust, National Association, as trustee. Capitalized terms not defined in this certificate shall have the meanings ascribed to them in the Indenture.

We hereby certify to the Issuer and the Collateral Administrator that we are one of the following:

- (i) the Issuer;
- (ii) the Trustee;
- (iii) the Arranger;
- (iv) Hedge Counterparty;
- (v) the Collateral Manager;
- (vi) a Rating Agency;
- (vii) the Holders;
- (viii) any potential investors in the Debt (upon request thereby);
- (ix) the competent authorities (as determined under each EU Securitisation Regulation); or

any CLO Information Service; and hereby request the Collateral Administrator, on behalf of the Issuer, to grant us access to the Collateral Administrator’s website in order to view postings of certain information, documentation and reports (the “**Information**”) which, *inter alia*, are being disclosed by the Issuer pursuant to the EU Transparency and Reporting Requirements.

We agree that we (a) will not use Information for any purpose other than to monitor and administer the financial condition of the Issuer and the Collateral and to appropriately treat or report the transactions, (b) will keep confidential all such Information and will not communicate or transmit any such Information to any person other than our officers or employees or our agents, auditors or affiliates who need to know the same in order to monitor and administer the financial condition of the Issuer and the Collateral and to appropriately treat or report the transactions and (c) will use reasonable efforts to maintain procedures to ensure that no such Information is used by our directors,

¹ To be removed if Certification submitted electronically.

officers or employees or any of our affiliates (other than those in a supervisory or operational capacity) who are trading, in each case with trading strategies substantially the same as any of the Issuer, with respect to Collateral Obligations of the type owned by the Issuer; except that such Information may be disclosed by us (i) by reason of the exercise of any supervisory or examining authority of any governmental agency having jurisdiction over us, (ii) to the extent required by laws or regulations applicable to us or pursuant to any subpoena or similar legal process served on us, (iii) to provide to a credit protection provider or prospective transferee, (iv) in connection with any suit, action or proceeding brought by us to enforce any of our rights under the Notes while an Event of Default has occurred and is continuing or (v) with the consent of the Issuer or the Collateral Manager.

We acknowledge and agree that (i) the Information is being made available on behalf of the Issuer in its capacity as the designated reporting party under the EU Securitisation Regulation and the EU Transparency and Reporting Requirements and (ii) the Collateral Administrator has no responsibility or liability to any person for the Information nor for the adequacy, accuracy, reasonableness and/or completeness of such Information or whether the Information is sufficient for any purpose (including without limitation for purposes of, or for compliance with, the EU Securitisation Regulation or the EU Transparency and Reporting Requirements), which is provided in its capacity as Collateral Administrator under the Transaction Documents. The Information has been based on information provided to the Collateral Administrator by third parties, and has not been independently verified, audited, reconciled or recalculated by the Collateral Administrator or at all.

We acknowledge and agree that the none of the Issuer, the Collateral Manager, the Collateral Administrator, the Arranger or any other Person, has made or makes any express or implied representation or warranty in respect of the Information, whether written, oral, by conduct, arising from statute, or arising otherwise in law, as to the accuracy or completeness of such Information, including but not limited to the past, current or future performance of the Collateral.

The Information does not constitute or form part of, and should not be construed as, an offer, inducement or recommendation by the Issuer, the Collateral Manager, the Collateral Administrator, the Arranger or any other Person for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuer or any other entity in any jurisdiction and any potential investors should consult with their legal, financial and other professional advisors.

THIS CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

The undersigned hereby irrevocably submits, to the fullest extent permitted by applicable law, to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this certification, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or federal court. The undersigned hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and consents to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process to it at its address set forth herein. The undersigned agrees that a final and non-appealable judgment by a

court of competent jurisdiction in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[REQUESTING PARTY]

By:
Name:
Title:
Date:]²

² To be removed if Certification submitted electronically.

EXHIBIT B

LIST OF DATA FIELDS

Collateral Administrator Responsibility	Collateral Manager Responsibility	Reporting Agent Responsibility
Annex 4		
CRPL1	CRPL12	
CRPL2	CRPL13	CRPL13
CRPL3	CRPL14	CRPL14
CRPL4	CRPL15	CRPL15
CRPL5	CRPL16	CRPL16
CRPL6	CRPL17	CRPL17
CRPL7	CRPL18	CRPL18
CRPL8	CRPL19	CRPL19
CRPL9	CRPL20	CRPL20
CRPL10	CRPL21	CRPL21
CRPL11	CRPL22	CRPL22
CRPL25	CRPL23	CRPL23
CRPL26	CRPL24	CRPL24
CRPL31	CRPL27	CRPL27
CRPL32	CRPL28	CRPL28
CRPL33	CRPL29	CRPL29
CRPL34	CRPL30	CRPL30
CRPL35	CRPL36	CRPL36
CRPL37	CRPL41	CRPL41
CRPL38	CRPL46	CRPL46
CRPL39	CRPL47	CRPL47
CRPL40	CRPL60	CRPL60
CRPL42	CRPL61	CRPL61
CRPL43	CRPL62	CRPL62
CRPL44	CRPL63	CRPL63
CRPL45	CRPL64	CRPL64
CRPL48	CRPL65	CRPL65
CRPL49	CRPL69	CRPL69
CRPL50	CRPL74	
CRPL51	CRPL75	CRPL75
CRPL52	CRPL79	CRPL79
CRPL53	CRPL80	CRPL80

	CRPL 82	CRPL 82
CRPL54	CRPL83	CRPL83
CRPL55	CRPL84	CRPL84
CRPL56	CRPL85	CRPL85
CRPL57	CRPL89	CRPL89
CRPL58	CRPL90	CRPL90
CRPL59	CRPL93	CRPL93
CRPL66	CRPL94	CRPL94
CRPL67	CRPL96	CRPL96
CRPL68	CRPL97	CRPL97
CRPL70	CRPL98	CRPL98
CRPL71	CRPL99	CRPL99
CRPL72	CRPL100	CRPL100
CRPL73	CRPL101	CRPL101
CRPL76	CRPC3	CRPC3
CRPL77	CRPC4	CRPC4
CRPL78	CRPC5	CRPC5
CRPL81	CRPC6	CRPC6
	CRPC7	CRPC7
CRPL86	CRPC8	CRPC8
CRPL87	CRPC9	CRPC9
CRPL88	CRPC10	CRPC10
CRPL91	CRPC11	CRPC11
CRPL92	CRPC12	CRPC12
CRPL95	CRPC13	CRPC13
CRPC1	CRPC14	CRPC14
CRPC2	CRPC15	CRPC15
	CRPC16	CRPC16
	CRPC17	CRPC17
	CRPC18	CRPC18
	CRPC19	CRPC19
	CRPC20	CRPC20

Annex 12		
IVSS1	IVSS5	
IVSS2	IVSS6	
IVSS3	IVSS7	

IVSS4	IVSS8	
IVSS11	IVSS9	
IVSS12	IVSS10	
IVSS13	IVSS24	
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Exhibit B

Proposed A&R SACA

AMENDED AND RESTATED SECURITIES ACCOUNT CONTROL AGREEMENT

This AMENDED AND RESTATED SECURITIES ACCOUNT CONTROL AGREEMENT dated as of February [●], 2026 (as amended, restated, waived, supplemented and/or otherwise modified from time to time, the "**Agreement**"), among Symphony CLO 37, Ltd., a private company limited by shares incorporated under the laws of Jersey (the "**Debtor**"), Wilmington Trust, National Association, as collateral trustee under the Indenture referred to below (together with its successors and assigns, the "**Secured Party**"), and Wilmington Trust, National Association, as securities intermediary (together with its successors and assigns, the "**Securities Intermediary**"). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Indenture and Security Agreement, dated as of December 6, 2022, among the Debtor, Symphony CLO 37, LLC and Wilmington Trust, National Association, as collateral trustee (as amended, restated, waived, supplemented and/or otherwise modified from time to time, the "**Indenture**"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York. This Agreement amends, restates and supersedes in its entirety the Securities Account Control Agreement dated as of December 6, 2022, among the Debtor, the Secured Party and the Securities Intermediary.

Section 1. Establishment of Securities Accounts.

(a) The Debtor hereby directs the Securities Intermediary to establish, and the Securities Intermediary hereby does establish, each of the Accounts (such Accounts, together with any successor accounts and subaccounts of any such account, the "**Securities Accounts**") as set forth on Exhibit B hereto, each to be maintained by the Securities Intermediary as a securities intermediary in the name of "Symphony CLO 37, Ltd., subject to the security interest of Wilmington Trust, National Association, as Trustee for the benefit of the Secured Parties." The Debtor hereby directs the Securities Intermediary to close the Secured Debt Principal Collection Account, the Subordinated Notes Principal Collection Account, the Secured Debt Unused Proceeds Account, the Subordinated Notes Unused Proceeds Account, the Secured Debt Revolving Credit Facility Reserve Account and the Subordinated Note Revolving Credit Facility Reserve Account, each as established on the Closing Date. Notwithstanding the foregoing, the Securities Intermediary may re-use any account number for the purpose of establishing new accounts listed on Exhibit B hereto on the Second Refinancing Date. For the avoidance of doubt, references herein to a Securities Account shall include all accounts comprising such Securities Account and references to securities, financial assets, security entitlements and/or other property credited to or deposited in a Securities Account shall include securities and/or other property credited to all accounts comprising such Securities Account.

(b) The Securities Intermediary hereby confirms and agrees that:

(i) the Securities Accounts shall be deemed to be "securities accounts" as defined in Section 8-501(a) of the UCC;

(ii) the Securities Intermediary shall not change the name or account number of any Securities Account or any component account thereof without the prior written consent of the Secured Party;

(iii) all securities or other property underlying any financial assets credited to the Securities Accounts shall be registered in the name of the Securities

Intermediary, indorsed to the Securities Intermediary in blank or credited to another securities account maintained in the name of the Securities Intermediary, and in no case shall any financial asset credited to any Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent that the foregoing have been specially indorsed to the Securities Intermediary or in blank; provided, however, it is hereby expressly acknowledged that (x) interests in loans (each a "Loan") may be acquired and delivered by the Debtor to the Securities Intermediary from time to time which are not evidenced by, or accompanied by delivery of, a security (as that term is defined in UCC Section 8-102) or an instrument (as that term is defined in Section 9-102(a)(4) of the UCC), and may be evidenced solely by delivery to the Securities Intermediary of an electronic copy of an assignment agreement ("Loan Assignment Agreement") in favor of the Debtor as assignee, (y) any such Loan Assignment Agreement (and the registration of the related Loan on the books and records of the applicable obligor or bank agent) shall be registered in the name of the Debtor, and (z) any duty on the part of the Securities Intermediary with respect to such Loan (including in respect of any duty it might otherwise have to maintain a sufficient quantity of such Loan for purposes of UCC Section 8-504) shall be limited to the exercise of reasonable care by the Securities Intermediary in the physical custody of any such Loan Assignment Agreement that may be delivered to it (and the Securities Intermediary is not under a duty to examine underlying credit agreements or loan documents to determine the validity or sufficiency of any Loan Assignment Agreement or the Debtor's title to the related Loan);

(iv) all securities and other property delivered to the Securities Intermediary pursuant to the Indenture shall be promptly credited to the appropriate Securities Account and the appropriate component account thereof;

(v) each Securities Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms of this Agreement, treat the Debtor as entitled to exercise the rights that comprise any financial asset credited to the account; and

(vi) the Securities Intermediary shall promptly make available copies of all statements, confirmations and other correspondence concerning the Securities Accounts and/or any financial assets credited thereto simultaneously to each of the Debtor and the Secured Party.

(c) For the avoidance of doubt, the Debtor and Securities Intermediary hereby agree to the terms and provisions of Section 10.9 of the Indenture, which terms and provisions are incorporated herein by this reference as if expressly set forth herein. In the performance of its obligations hereunder, the Securities Intermediary and the Secured Party shall have the same rights, benefits, protections, reliances, indemnities and immunities as are offered the Trustee under the Indenture in addition to those set forth herein; provided however, that the foregoing shall not be construed to impose upon the Securities Intermediary any of the duties or standards of care (including, without limitation, any duties of a prudent person) of the Trustee.

Section 2. "Financial Assets" Election. The Securities Intermediary hereby agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to any Securities Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC; **provided, however**, that the Securities Intermediary shall not be required to treat as a financial asset any asset in the nature of a general intangible (as defined in Section 9-102(a)(42) of the UCC) or to "maintain" a sufficient quantity thereof.

Section 3. Entitlement Orders. (a) Except as otherwise provided in clause (b) or (c) of this Section 3, the Securities Intermediary will comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) originated by the Debtor without further consent by the Secured Party.

(b) If at any time the Securities Intermediary shall receive any entitlement order or other instruction from the Secured Party with respect to any Securities Account or any item of property credited thereto, the Securities Intermediary shall comply with such instruction or entitlement order without further consent by the Debtor or any other person. In the event of a conflict between any instruction or entitlement order of the Debtor and any instruction or entitlement order of the Secured Party, the Securities Intermediary shall comply with the instruction or entitlement order of the Secured Party.

(c) If the Secured Party notifies the Securities Intermediary that the Secured Party will exercise exclusive control over the Securities Accounts by delivery of a notice of exclusive control in substantially the form of Exhibit C hereto (a "**Notice of Exclusive Control**"), the Securities Intermediary will cease (i) complying with entitlement orders or other directions or instructions concerning the Securities Accounts originated by the Debtor and (ii) distributing to the Debtor interest and other distributions on property in the Securities Accounts.

Section 4. Subordination of Lien; Waiver of Set-Off. (a) In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in any Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Secured Party.

(b) The financial assets and other items deposited in or credited to any Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Secured Party, except that the Securities Intermediary may set off:

(i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of each Securities Account; and

(ii) the face amount of any payments made by check, wire transfer, ACH or otherwise that have been credited to any Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds.

Section 5. Choice of Law.(a) Both this Agreement and the Securities Accounts shall be governed by the laws of the State of New York.

(b) Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC), and the Securities Accounts, as well as the security entitlements related thereto, shall be governed by the laws of the State of New York. To the extent that any Securities Account (into which cash is credited as set forth herein) is re-characterized as a "deposit account" (within the meaning of Section 9-102(a)(29) of the UCC), New York shall be deemed to be the "bank's jurisdiction" (within the meaning of Section 9-304(b) of the UCC). The parties further agree that the law applicable to all the issues in Article 2(1) of *The Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary* shall be the law of the State of New York.

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless such amendment, modification or waiver is in writing and is signed by all of the parties hereto. The Debtor shall provide written notice of any proposed amendment or modification of this Agreement to each Rating Agency, the Collateral Manager and the Holders of the Subordinated Notes.

(c) The Securities Intermediary hereby confirms and agrees that:

(i) there are no other agreements that have been entered into between the Securities Intermediary and the Debtor with respect to the Securities Accounts other than, with respect to the Securities Intermediary and the Debtor, the Indenture, this Agreement and other account forms required by the Securities Intermediary;

(ii) it has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Securities Accounts and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) or any other instructions of such other person; and

(iii) it has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Debtor or the Secured Party purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Secured Party and of the Debtor in the Securities Accounts, no Responsible Officer of the Securities Intermediary has no actual knowledge of any claim to, or interest in, any Securities Account or in any "financial asset" (as defined in Section 8-102(a)(9) of the UCC) credited thereto. If a

Responsible Officer of the Securities Intermediary receives written notice that any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against any Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Secured Party, the Collateral Manager and Debtor thereof. As used herein, "Responsible Officer" shall mean any president, vice president, officer or employee of the Securities Intermediary who is authorized to act for the Securities Intermediary in matters relating to, and binding upon, the Securities Intermediary with respect to the subject matter of the request, certificate or order in question and who has direct responsibility for the administration of this Agreement.

Section 8. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Secured Party may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor. Any organization or entity into which the Securities Intermediary may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Securities Intermediary shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Securities Intermediary, shall be the successor of the Securities Intermediary hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Securities Intermediary may rely conclusively on any notice, certificate, electronic communication or other document furnished to it hereunder and reasonably believed by it in good faith to be genuine. The Securities Intermediary shall not be bound to make any investigation into the facts or matters stated in any certificate, report or other document; provided, however, that if the form thereof is prescribed by this Agreement, the Securities Intermediary shall examine the same to determine whether it conforms on its face to the requirements hereof.

Section 9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by electronic means and electronic confirmation of error free receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below:

- (a) if to the Debtor, at the address of the Issuer set forth in Section 14.3 of the Indenture;
- (b) if to the Collateral Manager, at the address for such party set forth in Section 14.3 of the Indenture;
- (c) if to the Secured Party or Securities Intermediary, at the address of the Trustee set forth in Section 14.3 of the Indenture.

Any party may change its address for notices in the manner set forth above.

Section 10. Termination. The obligations of the Securities Intermediary to the Secured Party pursuant to this Agreement shall continue in effect until the security interest of the Secured Party in the Securities Accounts has been terminated pursuant to the terms of the Indenture and the Secured Party has notified the Securities Intermediary of such termination in writing. The Secured Party agrees to provide a Notice of Termination in substantially the form of Exhibit A hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Secured Party's security interest in the Securities Accounts pursuant to the terms of the Indenture; **provided** that such notice shall be deemed to be provided upon the satisfaction of the conditions set forth above if the Securities Intermediary and the Secured Party are the same person.

Section 11. Representations, Warranties and Covenants of the Securities Intermediary.

The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) the Securities Intermediary is a "securities intermediary" within the meaning of Section 8-102(a)(14) of the UCC and a "bank" within the meaning of Section 9-102(a)(8) of the UCC;

(b) the Securities Intermediary is not a "clearing corporation" within the meaning of Section 8-102(a)(5) of the UCC;

(c) the Securities Accounts have been established as set forth in Section 1 of this Agreement and will be maintained in the manner set forth herein until the termination of this Agreement;

(d) as of the date hereof, the Securities Intermediary has an office located in the United States of America that is not intended to be merely temporary and meets the description set forth in the second sentence of Article 4(1) of *The Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary*; and

(e) this Agreement is the legal, valid and binding obligation of the Securities Intermediary, subject only to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the enforcement of creditors' rights generally and to the general principles of equity.

Section 12. Indemnification of Securities Intermediary; Limitation of Liability of Securities Intermediary.

(a) The Debtor and the Secured Party hereby agree that (i) the Securities Intermediary is released from any and all liabilities to the Debtor and the Secured Party arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's bad faith, willful misconduct or gross negligence and (ii) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary and its officers, directors, employees and agents from and against any claim (whether brought by or involving the Debtor or any third party), loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on the part

of the Securities Intermediary, its officers, directors and agents, arising out of or in connection with the execution, performance and enforcement of this Agreement or the maintenance of the Securities Accounts, including the costs and expenses of defending themselves against any claim or liability (including, without limitation, reasonable fees and expenses of attorneys and experts) in connection with the exercise, performance and enforcement of any of their powers or duties hereunder and the costs of defending a claim or bringing any claim or enforcement of such indemnification obligations.

(b) The Debtor and the Secured Party acknowledge and agree that the Securities Intermediary shall not have any additional duties other than those expressly set forth in this Agreement. In particular (without implied limitation), the Securities Intermediary need not investigate whether the Secured Party is entitled under the Indenture, or otherwise, to give any entitlement order, Notice of Exclusive Control or any other directions, instructions or other orders in any instance. Without limitation to the foregoing, the Securities Intermediary shall not be subject to any fiduciary or other implied duties, and the Securities Intermediary shall not have any duty to take any discretionary action or exercise any discretionary powers. The Securities Intermediary shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters (each, a "**Force Majeure Event**"); *provided* that the Securities Intermediary will (i) make commercially reasonable efforts to mitigate the effects of any Force Majeure Event and (ii) resume performance under this Agreement as soon as reasonably practicable after the cessation of such Force Majeure Event. In no event shall the Securities Intermediary or the Secured Party be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, diminution in value or lost profits), even if the Securities Intermediary or Secured Party has been advised of the likelihood of such loss or damages and regardless of the form of action. In addition to the Securities Intermediary's protections, reliances and immunities under this Agreement, the Securities Intermediary shall be entitled to the same protections, reliances and immunities afforded to the Trustee under the Indenture; *provided, however*, that the foregoing shall not be construed to impose upon the Securities Intermediary any of the duties or standard of care (including, without limitation, any duties of a prudent person) of the Trustee.

(c) Any Person into which the Securities Intermediary may be merged or converted or with which it may be consolidated, or any person resulting from any merger, conversion or consolidation to which the Securities Intermediary shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Securities Intermediary, shall be the successor of the Securities Intermediary hereunder (provided that such Person is otherwise qualified and eligible under this Agreement and the Indenture) without the execution or filing of any document or any further act on the part of any of the parties hereto.

(d) The Securities Intermediary and the Secured Party shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to the Transaction Documents and delivered using Electronic Means; *provided, however*, that the Debtor, Collateral Manager or other instructing party shall provide to the Securities Intermediary and the Secured Party an incumbency certificate listing Authorized Officers and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by Debtor, Collateral Manager or such other instructing party, as applicable, whenever a person is to be added or

deleted from the listing. If the Debtor, Collateral Manager or such other instructing party elects to give the Securities Intermediary or the Secured Party Instructions using Electronic Means and the Securities Intermediary or the Secured Party in its discretion elects to act upon such Instructions, the Securities Intermediary's or the Secured Party's understanding of such Instructions shall be deemed controlling. The Debtor, Collateral Manager and each other instructing party understand and agree that the Securities Intermediary and the Secured Party cannot determine the identity of the actual sender of such Instructions and that the Securities Intermediary and the Secured Party shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Securities Intermediary and the Secured Party have been sent by such Authorized Officer. The Debtor, Collateral Manager and each other instructing party shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Securities Intermediary or the Secured Party, and that the Debtor, Collateral Manager or such other instructing party, as applicable, and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Debtor, Collateral Manager or such other instructing party. The Securities Intermediary and the Secured Party shall not be liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer, Collateral Manager and each instructing party agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Securities Intermediary or the Secured Party, including without limitation the risk of the Securities Intermediary or the Secured Party acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Securities Intermediary or the Secured Party, and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Debtor, Collateral Manager or such other instructing party; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Securities Intermediary and the Secured Party immediately upon learning of any compromise or unauthorized use of the security procedures. For purposes of the foregoing, "**Electronic Means**" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Securities Intermediary and the Secured Party, or another method or system specified by the Securities Intermediary and the Secured Party as available for use in connection with its services hereunder.

(d) In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT ACT of the United States ("**Applicable Law**"), the Securities Intermediary is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Securities Intermediary. Accordingly, each of the parties agrees to provide to the Securities Intermediary upon request from time to time such identifying information and documentation as may be available for such party in order to enable the Securities Intermediary to comply with Applicable Law.

(e) The provisions of this Section 12 shall survive the termination of this Agreement and the resignation or removal of the Securities Intermediary.

Section 13. Limited Recourse; Non-Petition.

Notwithstanding anything to the contrary contained herein, the obligations of the Debtor under this Agreement are limited in recourse to the Collateral. To the extent the Collateral is not sufficient to meet the obligations of the Debtor in full, after application of the Collateral in accordance with the provisions of the Indenture, the Debtor shall have no further obligations hereunder and all obligations of and all remaining claims against the Debtor shall be extinguished and shall not thereafter revive. The obligations of the Debtor are solely corporate obligations of the Debtor and no action shall be taken against the directors, shareholders or incorporator of the Debtor in connection with such obligations. The parties hereto agree that they shall not institute against, or join any other Person in instituting against the Debtor, the Co-Issuer or any Issuer Subsidiary any bankruptcy, reorganization, arrangement, insolvency, winding up, moratorium or liquidation proceedings or other proceedings under Jersey, U.S. federal or state bankruptcy laws or any similar laws until at least one year (or, if applicable, such longer preference period as may be in effect) plus one day after payment in full of the Debt. This Section 13 shall survive the expiration or termination of this Agreement; provided that nothing in this Section 13 shall preclude, or be deemed to estop, the Secured Party or the Securities Intermediary (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or Proceeding voluntarily filed or commenced by the Debtor or (B) any involuntary bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceeding instituted by a Person other than the Secured Party and Securities Intermediary or (ii) from commencing against the Debtor or any of its properties any legal action which is not a bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceeding.

Section 14. Counterparts. This Agreement (and each related document, modification and waiver in respect of this Agreement) may be executed and delivered in counterparts (including by electronic transmission (including .pdf file, jpeg file or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Debtor and reasonably available at no undue burden or expense to the Securities Intermediary or Secured Party), each of which shall be deemed an original, and all of which together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person. The Secured Party and the Securities Intermediary shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 15. Waiver of Jury Trial. The parties hereto each knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any rights it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement or any other related documents, or any course of conduct, course of dealing, statements (whether

verbal or written), or actions of any of the parties hereto. This provision is a material inducement for each of the parties hereto to enter into this Agreement.

With respect to any suit, action or Proceedings relating to this Agreement or any matter between the parties arising under or in connection with this Agreement, to the fullest extent permitted by applicable law, each party irrevocably: (i) submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof; and (ii) waives any objection which it may have at any time to the laying of venue of any suit, action or Proceedings brought in any such court, waives any claim that such suit, action or Proceedings has been brought in an inconvenient forum and further waives the right to object, with respect to such suit, action or Proceedings, that such court does not have any jurisdiction over such party. Nothing in this Agreement precludes any of the parties from bringing suit, action or Proceedings in any other jurisdiction, nor will the bringing of suit, action or Proceedings in any one or more jurisdictions preclude the bringing of suit, action or Proceedings in any other jurisdiction.

Section 16. The Trustee.

In connection with its execution, delivery and performance of this Agreement, the Trustee, as Secured Party, shall be entitled to all of its rights, benefits, protections and immunities set forth in the Indenture.

Section 17. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Securities Account Control Agreement as of the date first written above.

SYMPHONY CLO 37, LTD.,
as Debtor

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as
Trustee under the Indenture, as Secured Party

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Securities Intermediary

By: _____
Name:
Title:

[Date]

Wilmington Trust, National Association
as Securities Intermediary
1100 North Market Street
Wilmington, Delaware 19890
Reference: CLO Administration – Symphony CLO 37, Ltd.
Email: nuveen@wilmingtontrust.com

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement among you, Symphony CLO 37, Ltd., as the debtor and the undersigned (a copy of which is attached) is terminated and that you have no further obligations to the undersigned pursuant to such agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Securities Account number _____ from Symphony CLO 37, Ltd. This notice terminates any obligations you may have to the undersigned with respect to such account; however nothing contained in this notice shall alter any obligations that you may otherwise owe to Symphony CLO 37, Ltd. pursuant to any other agreement.

You are instructed to deliver a copy of this notice by email to Symphony CLO 37, Ltd. at MF-Jersey@maples.com.

Very truly yours,

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
in its capacity as Trustee under the Indenture
as Secured Party

By: _____

Name: _____

Title: _____

List of Accounts

Collection Account:	
Interest Collection Account:	Account No.: [●]
Principal Collection Account:	Account No.: [●]
Payment Account:	Account No.: [●]
Collateral Account:	Account No.: [●]
Subordinated Notes Collateral Account:	Account No.: [●]
Secured Debt Collateral Account:	Account No.: [●]
Unused Proceeds Account:	Account No.: [●]
Expense Reserve Account:	Account No.: [●]
Interest Reserve Account:	Account No.: [●]
Supplemental Reserve Account:	Account No.: [●]
Revolving Credit Facility Reserve Account	Account No.: [●]
Contribution Account	Account No.: [●]
Issuance Date Account	Account No.: [●]

[Form of Notice of Exclusive Control]

[Letterhead of Wilmington Trust, National Association]

NOTICE OF EXCLUSIVE CONTROL

[Date]

Wilmington Trust, National Association
as Securities Intermediary
1100 North Market Street
Wilmington, Delaware 19890
Reference: CLO Administration – Symphony CLO 37, Ltd.
Email: nuveen@wilmingtontrust.com

Ladies and Gentlemen:

Reference is made to the Amended and Restated Securities Account Control Agreement dated as of [February 6], 2026 (the "**Agreement**") among Symphony CLO 37, Ltd. (the "**Debtor**"), Wilmington Trust, National Association, in its capacity as Trustee under an Indenture as secured party (the "**Secured Party**") and Wilmington Trust, National Association, as securities intermediary (the "**Securities Intermediary**") relating to each of the Securities Accounts as described in the Agreement (the "**Pledged Accounts**"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Agreement.

The undersigned hereby delivers to you this Notice of Exclusive Control pursuant to Section 3 of the Agreement. Following your receipt of this Notice of Exclusive Control, you shall comply with only such instructions and entitlement orders relating to the Pledged Accounts as are originated by the undersigned (and not those originated by the Debtor), and with instructions originated by the undersigned directing disposition of funds in the Pledged Accounts (and not those originated by the Debtor).

Very truly yours,

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
in its capacity as Trustee under the Indenture
as Secured Party

By _____
Name:
Title: