



Companies House

MR01(ef)

Registration of a Charge

Company name: **INEOS INVESTMENTS INTERNATIONAL LIMITED**

Company number: **03938607**

Received for Electronic Filing: **14/05/2013**



X28DXOI3

Details of Charge

Date of creation: **08/05/2013**

Charge code: **0393 8607 0023**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **N/A**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3938607

Charge code: 0393 8607 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2013 and created by INEOS INVESTMENTS INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2013 .

Given at Companies House, Cardiff on 23rd May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 8 May 2013

INEOS INVESTMENTS INTERNATIONAL LIMITED
as Pledgor

and

BARCLAYS BANK PLC
as Security Agent

acting for itself and in the name and on behalf
of the Second Ranking Secured Parties

and

BARCLAYS BANK PLC
representing the First Ranking Secured Parties

**SECOND RANKING FINANCIAL SECURITIES
ACCOUNT PLEDGE AGREEMENT
(CONVENTION DE NANTISSEMENT DE
COMPTE DE TITRES FINANCIERS
DE SECOND RANG)**

SHEARMAN & STERLING LLP

En accord avec les parties, les présentes
ont été reliées par le procédé
ASSEMBLACT R.C. empêchant toute
substitution ou addition et sont
seulement signées à la dernière page.

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	6
2.	SECOND RANKING PLEDGES.....	14
3.	SCOPE OF THE SECOND RANKING PLEDGES.....	17
4.	REPRESENTATIONS AND WARRANTIES	18
5.	UNDERTAKINGS.....	19
6.	ENFORCEMENT.....	21
7.	TERM	22
8.	ASSIGNMENT AND TRANSFER	22
9.	EXPENSES	22
10.	NOTICES	22
11.	PARTIAL INVALIDITY	23
12.	REMEDIES AND WAIVERS	23
13.	MISCELLANEOUS	23
14.	GOVERNING LAW.....	23
15.	DISPUTES.....	23
	SCHEDULE 1 – FORM OF STATEMENT OF SECOND RANKING PLEDGE	28
	SCHEDULE 2 – FORM OF CONFIRMATION OF SECOND RANKING PLEDGE	100
	SCHEDULE 3 – FORM OF CONFIRMATION OF SECOND RAKING PLEDGE (SPECIAL CASH ACCOUNT).....	106
	SCHEDULE 4 – FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL CASH ACCOUNT HOLDER.....	110

THIS AGREEMENT is made between:

1. **INEOS INVESTMENTS INTERNATIONAL LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607, represented by an authorised signatory, duly empowered for the purposes hereof,

(hereinafter referred to as the "**Pledgor**"),

ON THE FIRST PART,

2. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom, represented by an authorised signatory, duly empowered for the purposes hereof,

acting for itself and (i) as trustee and agent (*mandataire*) on behalf and for the account of the other First Ranking Secured Parties in its capacity as Senior Security Agent under the Intercreditor Deed, and as Security Trustee under the Original Senior Secured Indentures and (ii) as trustee and agent (*mandataire*) on behalf and for the account of the other Second Ranking Secured Parties in its capacity as Senior Security Agent under the Intercreditor Deed, and as Security Trustee under the Original Senior Secured Indentures,

(hereinafter referred to as the "**Security Agent**"),

ON THE SECOND PART,

In the presence of the First Ranking Secured Parties, duly represented by the Security Agent.

WHEREAS:

- A. Pursuant to the Original Senior Secured Indenture 2010 (as defined below), INEOS Finance plc has issued Original Senior Secured Notes 2010 due 2015 in an aggregate principal amount of € 300,000,000 and USD 570,000,000. Pursuant to the first supplemental indenture dated 27 May 2010, the Pledgor has acceded to the Original Senior Secured Indenture 2010 as Additional Guarantor.
- B. Pursuant to Section 14.01 of the Original Senior Secured Indenture 2010, each Original Senior Secured Noteholder of the Original Senior Secured Notes 2010, by accepting an Original Senior Secured Note 2010 issued pursuant to the Original Senior Secured Indenture 2010, appoints the Security Trustee (as defined in the Original Senior Secured Indenture 2010) as its security agent and security trustee under the Security Documents and authorizes it to act as such.
- C. Pursuant to the Original Senior Secured Indenture February 2012 (as defined below), INEOS Finance plc has issued Original Senior Secured Notes February 2012 due 2019 in an aggregate principal amount of USD 1,000,000,000 and € 500,000,000 respectively.

- D. Pursuant to Section 14.01 of the Original Senior Secured Indenture February 2012, each Original Senior Secured Noteholder of the Original Senior Secured Notes February 2012, by accepting an Original Senior Secured Note February 2012 issued pursuant to the Original Senior Secured Indenture February 2012, appoints the Security Trustee (as defined in the Original Senior Secured Indenture February 2012) as its security agent and security trustee under the Security Documents and authorizes it to act as such.
- E. Pursuant to a credit agreement governed by New York law, dated as of 27 April 2012, amongst, *inter alios*, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC as Administrative Agent and Security Agent, and the Lenders referred therein (as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Senior Facilities Agreement**"), the Lenders have agreed to make available, to the Borrowers, senior credit facilities in the principal amount of USD 2,375,000,000 and € 500,000,000 (the "**Facilities**"). Pursuant to an accession document dated 4 May 2012, the Pledgor has acceded to the Senior Facilities Agreement as Obligor.
- F. Pursuant to the Original Senior Secured Indenture May 2012 (as defined below), INEOS Finance plc has issued Original Senior Secured Notes May 2012 due 2020 in an aggregate principal amount of USD 775,000,000, bearing interest at the fixed rate of 7½%.
- G. Pursuant to Section 14.01 of the Original Senior Secured Indenture May 2012, each Original Senior Secured Noteholder of the Original Senior Secured Notes May 2012, by accepting an Original Senior Secured Note May 2012 issued pursuant to the Original Senior Secured Indenture May 2012, appoints the Security Trustee (as defined in the Original Senior Secured Indenture May 2012) as its security agent and security trustee under the Security Documents and authorizes it to act as such.
- H. Pursuant to the financial securities accounts pledge agreement dated 4 May 2012 (as amended on 12 October 2012) (together with the related statements of pledge of financial securities accounts (as amended) (*déclarations de nantissement de comptes de titres financiers*)), the "**First Ranking Pledge Agreement**", the Pledgor granted first-ranking pledges over the Pledged Accounts (as defined below) (the "**First Ranking Pledges**") to the Secured Parties (as that term is defined in the First Ranking Pledge Agreement, the "**First Ranking Secured Parties**") to secure the liabilities arising from the Original Senior Secured Indentures and the Senior Facilities Agreement.
- I. Pursuant to an amendment agreement to the Senior Facilities Agreement dated 8 May 2013, amongst, *inter alios*, INEOS US Finance LLC and INEOS Finance PLC, as Borrowers, Barclays Bank plc as Administrative Agent and Security Agent, and the Lenders referred therein (the "**Amendment No. 1**"), the Amendment No. 1 Additional Term Lenders (as identified therein, the "**Amendment No. 1 Additional Term Lenders**") have agreed to make available, to the Borrowers, additional term loans in the principal amount of USD 640,000,000 and € 350,000,000 (the "**Additional Term Loans**").

- J. As security for the payment of the Secured Indebtedness (as defined below), the Pledgor has agreed to grant to the Second Ranking Secured Parties (as defined below), under the terms and conditions set out by this agreement, the following second ranking pledges:
- (a) a second ranking pledge over a financial securities account (*nantissement de compte de titres financiers de second rang*) in which all the shares of INEOS France, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of € 51,057,480, having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Laverà, France and registered in France under number 351 670 823 R.C.S. Aix-en-Provence ("IF") held by the Pledgor are registered (the "**IF Second Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 100 % of the share capital of IF;
 - (b) a second ranking pledge over a financial securities account (*nantissement de compte de titres financiers de second rang*) in which all the shares of INEOS Polymers Sarralbe, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of € 238,848, having its registered office at rue Ernest Solvay, 57430 Sarralbe, France and registered in France under number 399 190 396 with the *tribunal d'instance* of Sarreguemines (France) ("IPS") held by the Pledgor are registered (the "**IPS Second Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 100 % of the share capital of IPS;
 - (c) a second ranking pledge over a financial securities account (*nantissement de compte de titres financiers de second rang*) in which all the shares of INEOS Chemicals Laverà, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of € 53,399,572, having its registered office at Avenue de la Bienfaisance, 13117 Laverà, France and registered in France under number 490 702 800 R.C.S. Aix-en-Provence ("ICL") held by the Pledgor are registered (the "**ICL Second Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 100 % of the share capital of ICL;
 - (d) a second ranking pledge over a financial securities account (*nantissement de compte de titres financiers de second rang*) in which 1,399,985 shares of Naphtachimie, a *société anonyme* incorporated under the laws of France, with a share capital of € 21,343,000, having its registered office at 2 Place Jean Millier, La Défense 6, 92400 Courbevoie, France and registered in France under number 542 041 421 R.C.S. Nanterre ("**Naphtachimie**") held by the Pledgor are registered (the "**Naphtachimie Second Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 49.99 % of the share capital of Naphtachimie; and
 - (e) a second ranking pledge over a financial securities account (*nantissement de compte de titres financiers de second rang*) in which 321,692 shares of Oxochimie, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of € 9,810,000, having its registered office at 420 Rue d'Estienne D'Orves, 92700 Colombes, France and registered in France under number 662 048 883 R.C.S. Nanterre ("**Oxochimie**") held by the Pledgor

are registered (the "**Oxochimie Second Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 49.99 % of the share capital of Oxochimie.

- K. Pursuant to clause 22.18 (*French Security*) of the Intercreditor Deed, the Security Agent has been duly appointed as agent (*mandataire*) of the First Ranking Secured Parties and the Second Ranking Secured Parties pursuant to article 1984 *et seq.* of the *French Code Civil*, in order to represent and act on behalf of each of them for any actions required or advisable in connection with the entry into, performance, management and foreclosure of any security interests (*sûretés*) governed by French law, and in respect of any dispute arising from or in connection with these security interests (*sûretés*), including the First Ranking Pledges and the Second Ranking Pledges (as defined below) created by this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise defined in this Agreement, capitalized terms and expressions used in this Agreement, shall have the meanings ascribed to them in the Senior Facilities Agreement.

- 1.2. In this Agreement:

"Account Holder" means, for each Pledged Account, the Company, being IF, IPS, ICL, Naphtachimie or Oxochimie, that is the issuer of the registered Financial Securities registered in the relevant Pledged Account, in its capacity as account holder (*teneur de compte*).

"Additional Senior Facilities Agreement" means any credit agreement pursuant to which any Additional Senior Lender Liabilities (as defined in the Intercreditor Deed) arise (as amended, restated, supplemented and/or waived from time to time).

"Additional Senior Facilities Representative" means a trustee, facility agent or other similar representative for or with respect to any Additional Senior Finance Parties.

"Additional Senior Finance Documents" means any Additional Senior Facilities Agreement, the guarantees in respect of any Additional Senior Lender Liabilities granted under any Additional Senior Finance Documents, the Security Interests granted or to be granted for the benefit of any Additional Senior Finance Parties and the Intercreditor Deed together with any accession, document, promissory note, fee letter, or any other document designated as an Additional Senior Finance Document by the Principal Obligor and the relevant Additional Senior Facilities Representative, but only to the extent that the Principal Obligor has given notice in accordance with Clause 5.1 (*Additional Senior Lender Liabilities and Senior Secured Note Liabilities*) of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities.

"Additional Senior Finance Parties" means each Additional Senior Facilities Representative and each creditor under each Additional Senior Facilities Agreement,

provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Additional Senior Finance Parties.

"Additional Senior Secured Indenture" means any indenture (other than the Original Senior Secured Indentures) pursuant to which any Additional Senior Secured Notes are issued (as amended, restated, supplemented and/or waived from time to time).

"Additional Senior Secured Liabilities" has the meaning given to that term in the Intercreditor Deed.

"Additional Senior Secured Note Creditors" means any Additional Senior Secured Noteholders, any Additional Senior Secured Note Trustee and any Additional Senior Secured Note Security Trustee, provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Additional Senior Secured Note Creditors.

"Additional Senior Secured Note Documents" means any Additional Senior Secured Indenture, any Additional Senior Secured Notes, the guarantees in respect of any Additional Senior Secured Notes granted under any Additional Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Additional Senior Secured Note Creditors pursuant to any Additional Senior Secured Note Documents, and the Intercreditor Deed but only to the extent that the Principal Obligor has given notice in accordance with Clause 5.1 (Additional Senior Lender Liabilities and Senior Secured Note Liabilities) of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities.

"Additional Senior Secured Noteholders" means the holders from time to time of any Additional Senior Secured Notes.

"Additional Senior Secured Notes" means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer (as defined in the Intercreditor Deed) after the date of this Agreement.

"Additional Senior Secured Note Security Trustee" means any entity appointed as security trustee for any Additional Senior Secured Noteholders.

"Additional Senior Secured Note Trustee" means any entity appointed as trustee for any Additional Senior Secured Noteholders.

"Agreement" means this agreement and the schedules hereto, as amended from time to time.

"Cash Proceeds" has the meaning set out in Clause 3.5.

"Companies" means collectively IF, IPS, ICL, Naphtachimie, and Oxochimie and **"Company"** means any one of them considered individually.

"Confirmation of Second Ranking Pledge" means, in respect of each Second Ranking Pledge, the confirmation of second ranking pledge (*attestation de*

nantissement de compte de titres financiers de second rang) in the form attached as Schedule 2 (*Form of Confirmation of Second Ranking Pledge*) relating to that Second Ranking Pledge and "**Confirmations of Second Ranking Pledges**" means collectively the Confirmation of Second Ranking Pledge related to the IF Second Ranking Pledge, the Confirmation of Second Ranking Pledge related to the IPS Second Ranking Pledge, the Confirmation of Second Ranking Pledge related to the ICL Second Ranking Pledge, the Confirmation of Second Ranking Pledge related to the Naphtachimie Second Ranking Pledge, and the Confirmation of Second Ranking Pledge related to the Oxochimie Second Ranking Pledge.

"**Declared Default**" means an Event of Default which is continuing and in respect of which the Security Agent has given notice of intention to enforce.

"**Delegate**" has the meaning given to that term in the Intercreditor Deed.

"**Event of Default**" means any event or circumstance specified as such in any of the Senior Facilities Agreement, any Original Senior Secured Indenture, any Additional Senior Facilities Agreement, any Additional Senior Secured Indenture or any Second Secured Document.

"**Financial Securities**" means collectively the IF Financial Securities, the IPS Financial Securities, the ICL Financial Securities, the Naphtachimie Financial Securities and the Oxochimie Financial Securities.

"**Fifth Amendment Deed**" means the fifth amendment deed relating to the Intercreditor Deed, made between, amongst others, INEOS Holdings Limited, as Principal Obligor and Barclays Bank PLC, as Senior Facility Agent and dated 8 May 2013.

"**Group**" means the Parent and its Subsidiaries from time to time and "**Group Company**" and "**Member of the Group**" means any of them.

"**ICL Financial Securities**" means (i) on the date of this Agreement, 53,399,572 shares held by the Pledgor and representing 100 % of the issued share capital of ICL and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Second Ranking Pledges*) which are recorded in the relevant Pledged Account.

"**IF Financial Securities**" means (i) on the date of this Agreement, 3,403,832 shares held by the Pledgor and representing 100 % of the issued share capital of IF and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Second Ranking Pledges*) which are recorded in the relevant Pledged Account.

"**Intercreditor Deed**" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders and the Amendment No. 1 Additional Term Lenders, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended,

restated, supplemented and/or waived from time to time, including as amended by the Fifth Amendment Deed).

"IPS Financial Securities" means (i) on the date of this Agreement, 14,928 shares held by the Pledgor and representing 100 % of the issued share capital of IPS and (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Second Ranking Pledges*) which are recorded in the relevant Pledged Account.

"Naphtachimie Financial Securities" means (i) on the date of this Agreement, 1,399,985 shares held by the Pledgor and representing 49.99 % of the issued share capital of Naphtachimie and (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Second Ranking Pledges*) which are recorded in the relevant Pledged Account.

"Original Senior Secured Indenture 2010" means the indenture dated as of 12 May 2010, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented and/or waived from time to time).

"Original Senior Secured Indenture February 2012" means the indenture dated 10 February 2012 among INEOS Finance plc, the guarantors named therein, the Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented, and/or waived from time to time).

"Original Senior Secured Indenture May 2012" means the indenture dated 4 May 2012, among INEOS Finance plc, the guarantors named therein, the Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented, and/or waived from time to time).

"Original Senior Secured Indentures" means (i) the Original Senior Secured Indenture 2010, (ii) the Original Senior Secured Indenture February 2012, and (iii) the Original Senior Secured Indenture May 2012.

"Original Senior Secured Note Creditors" means any Original Senior Secured Noteholders, Original Senior Secured Note Security Trustee and any Original Senior Secured Note Trustee.

"Original Senior Secured Note Documents" means each Original Senior Secured Indenture, any Original Senior Secured Notes, the guarantees in respect of any Original Senior Secured Notes granted under any Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Original Senior Secured Note Creditors pursuant to the Original Senior Secured Note Documents, and the Intercreditor Deed.

"Original Senior Secured Noteholders" means the holders from time to time of any Original Senior Secured Notes.

"Original Senior Secured Notes" means (i) the Original Senior Secured Notes 2010, (ii) the Original Senior Secured Notes February 2012 and (iii) the Original Senior Secured Notes May 2012.

"Original Senior Secured Notes 2010" means the 9¼ % € 300,000,000 senior secured notes due 2015, the 9 % USD 570,000,000 senior secured notes due 2015, and any additional senior secured notes due 2015 issued or to be issued under the Original Senior Secured Indenture 2010.

"Original Senior Secured Notes February 2012" means the USD 1,000,000,000 8 ⅜ % senior secured notes due 2019 and the € 500,000,000 floating rate secured notes due 2019, and any additional senior secured notes due 2019 issued or to be issued under the Original Senior Secured Indenture February 2012.

"Original Senior Secured Notes May 2012" means the USD 775,000,000 7½ % senior secured notes due 2020, and any additional senior secured notes due 2020 issued or to be issued under the Original Senior Secured Indenture May 2012.

"Original Senior Secured Note Security Trustee" means Barclays Bank PLC as security trustee for any Original Senior Secured Noteholders and as beneficiary of the parallel debt provided for in Section 14.09 (*Parallel Debt*) of each Original Senior Secured Indenture.

"Original Senior Secured Note Trustee" means with respect to any Original Senior Secured Indenture, the Bank of New York Mellon as trustee for the Original Senior Secured Noteholders under such Original Senior Secured Indenture.

"Oxochimie Financial Securities" means (i) on the date of this Agreement, 321,692 shares held by the Pledgor and representing 49.99 % of the issued share capital of Oxochimie and (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Second Ranking Pledges*) which are recorded in the relevant Pledged Account.

"Pledged Account" means, in respect of each Second Ranking Pledge, the (i) special financial securities account the details of which are specified in the relevant Statement of Second Ranking Pledge, opened in the name of the Pledgor in the books of the relevant Account Holder, in which the relevant Financial Securities are registered and (ii) the relevant Special Cash Account, and **"Pledged Accounts"** means collectively the Pledged Account related to the IF Second Ranking Pledge, the Pledged Account related to the IPS Second Ranking Pledge, the Pledged Account related to the ICL Second Ranking Pledge, the Pledged Account related to the Naphtachimie Second Ranking Pledge, and the Pledged Account related to the Oxochimie Second Ranking Pledge.

"Principal Obligor" means INEOS Holdings Limited.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are or are expressed to be, the subject of the Transaction Security;

"Relevant Secured Documents" means the Senior Facilities Agreement, any Original Senior Secured Indenture, any Additional Senior Facilities Agreement, any Additional Senior Secured Indenture and any Second Secured Document.

"Second Ranking Pledges" means, collectively, the IF Second Ranking Pledge, the IPS Second Ranking Pledge, the ICL Second Ranking Pledge, the Naphtachimie Second Ranking Pledge and the Oxoachimie Second Ranking Pledge.

"Second Ranking Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, each Additional Senior Finance Party, each Second Secured Creditor, each Amendment No. 1 Additional Term Lender, and any Receiver or Delegate, together with each of their respective assignees, transferees and successors. On the date of this Agreement, the Second Ranking Secured Parties are the entities listed in schedule A (*List of the Second Ranking Secured Parties on the Signing Date*) of the Statements of Second Ranking Pledge.

"Second Secured Creditors" has the meaning given to that term in the Intercreditor Deed, provided that Second Secured Creditors shall only be treated as Second Secured Creditors for the purposes of this Agreement to the extent that the Security Agent has confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Second Secured Creditors..

"Second Secured Documents" has the meaning given to that term in the Intercreditor Deed.

"Secured Documents" means, together, the Senior Finance Documents, the Additional Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents.

"Secured Indebtedness" means all money or liabilities due, owing or incurred to any Second Ranking Secured Party (including to the Security Agent in its capacity as Security Trustee (as such term is defined in the Original Senior Secured Indentures) pursuant to (i) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture 2010, (ii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture February 2012, (iii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2012, (iv) any similar provision under the Senior Facilities Agreement, (v) any similar provisions under any Additional Senior Facilities Agreement, (vi) any similar provisions under any Additional Senior Secured Indenture), in each case by the Pledgor and/or any Group Company or any other grantor of Transaction Security under any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Second Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Second Ranking Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any

extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents); the aggregate principal amount of the Secured Indebtedness being, on the date of this Agreement:

- (i) the aggregate amount of the Facilities under the Senior Facilities Agreement being on the date of the Senior Facilities Agreement USD 2,375,000,000 and € 500,000,000,
- (ii) the aggregate amount of the Original Senior Secured Notes 2010 upon their issuance being € 300,000,000, USD 570,000,000,
- (iii) the aggregate amount of the Original Senior Secured Notes February 2012 upon their issuance being USD 1,000,000,000 and € 500,000,000,
- (iv) the aggregate amount of the Original Senior Secured Notes May 2012 upon their issuance being USD 775,000,000,
- (v) the aggregate amount of the Additional Term Loans under the Amendment No. 1 being on the date of the Agreement USD 640,000,000 and € 350,000,000,

respectively, plus (in each case) all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith.

"Security Documents" has the meaning given to that term in the Intercreditor Deed.

"Security Interest" has the meaning given to the term **"Lien"** in the Senior Facilities Agreement.

"Senior Finance Documents" has the meaning given to that term in the Intercreditor Deed.

"Senior Finance Parties" has the meaning given to that term in the Intercreditor Deed.

"Senior Secured Note Creditors" means any Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors.

"Senior Secured Note Documents" means any Original Senior Secured Note Documents and any Additional Senior Secured Note Documents.

"Senior Secured Notes" has the meaning given to that term in the Intercreditor Deed.

"Special Cash Account" means, in respect of each Second Ranking Pledge, the special bank account opened in the name of the Pledgor in the books of the Special Cash Account Holder, the details of which are

- (a) as far as the ICL Second Ranking Pledge is concerned, the special bank account whose IBAN number is [REDACTED],

- (b) as far as the IF Second Ranking Pledge is concerned, the special bank account whose IBAN number is [REDACTED]
- (c) as far as the IPS Second Ranking Pledge is concerned, the special bank account whose IBAN number is [REDACTED]
- (d) as far as the Naphtachimie Second Ranking Pledge is concerned, the special bank account whose IBAN number is [REDACTED] and
- (e) as far as the Oxochimie Second Ranking Pledge is concerned, the special bank account whose IBAN number is [REDACTED]

which pursuant to Article L. 211-20 of the French *Code Monétaire et Financier*, forms part of the Pledged Account, and "**Special Cash Accounts**" means collectively the Special Cash Account related to the IF Second Ranking Pledge, the Special Cash Account related to the IPS Second Ranking Pledge, the Special Cash Account related to the ICL Second Ranking Pledge, the Special Cash Account related to the Naphtachimie Second Ranking Pledge and the Special Cash Account related to the Oxochimie Second Ranking Pledge.

"**Special Cash Account Holder**" means the bank which is the account holder of each Special Cash Account, being Caisse d'Épargne et de Prévoyance Provence-Alpes-Corse, Banque de Développement Régional – Service Clients BDR 00684, located at 10, Cours Pierre Puget (2^{ème} étage), 13006 Marseille, France.

"**Statement of Second Ranking Pledge**" means, in respect of each Second Ranking Pledge, the statement of second ranking pledge (*déclaration de nantissement de compte de titres financiers de second rang*) in the form attached as Schedule 1 (*Form of Statement of Second Ranking Pledge*) relating to that Second Ranking Pledge (as it can be amended, completed, supplemented and/or otherwise modified from time to time) and "**Statements of Second Ranking Pledge**" means collectively the Statement of Second Ranking Pledge related to the IF Second Ranking Pledge, the Statement of Second Ranking Pledge related to the IPS Second Ranking Pledge, the Statement of Second Ranking Pledge related to the ICL Second Ranking Pledge, the Statement of Second Ranking Pledge related to the Naphtachimie Second Ranking Pledge and the Statement of Second Ranking Pledge related to the Oxochimie Second Ranking Pledge.

"**Transaction Security**" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

1.3. Construction

In this Agreement, unless the context otherwise requires:

- any reference to a person is deemed to be a reference to or to include its successors, assignees or transferees (notably any person succeeding to it following a merger or a partial spin-off (*apport partiel d'actif*);
- any reference to Clauses and Schedules are references to, respectively, clauses, paragraphs, preamble or Schedules to this Agreement and references to this Agreement include its Schedules;
- a reference to any agreement (including without limitations, any of the Secured Documents), is to be construed as a reference to that agreement as it may be amended, varied, supplemented or restated from time to time;
- any reference to a law or statutory instrument or any provision thereof is to be construed as a reference to that law or statutory instrument or such provision thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted;
- any reference to a time of day is a reference to Paris time; and
- the headings in this Agreement are inserted for convenience only and are to be ignored in construing this Agreement.

If:

- the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or
- the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

1.4. **Intercreditor Deed**

The rights and obligations of all parties to this Agreement and the Second Ranking Pledges are subject to the terms of the Intercreditor Deed.

2. **SECOND RANKING PLEDGES**

- 2.1. As security for the full payment, discharge and performance by the Pledgor of the Secured Indebtedness, the Pledgor hereby agrees to grant a second ranking pledge for the benefit of the Security Agent and the other Second Ranking Secured Parties, who accept, over the Pledged Accounts in accordance with article L. 211-20 of the French *Code monétaire et financier*.
- 2.2. Immediately after the execution of this Agreement, on the date of this Agreement, the Pledgor shall

- (a) deliver to the Security Agent a duly executed original copy of each Statement of Second Ranking Pledge,
- (b) deliver a duly executed original copy of each Statement of Second Ranking Pledge (together with a copy of this Agreement) to the relevant Account Holder and the Special Cash Account Holder;
- (c) procure that the Account Holder of the IF Financial Securities executes and delivers to the Security Agent a Confirmation of Second Ranking Pledge related to the IF Second Ranking Pledge attaching a copy of this Agreement;
- (d) procure that the IF Second Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of IF as of the signing date of the Statement of Second Ranking Pledge related to the IF Second Ranking Pledge;
- (e) procure that the Account Holder of the ICL Financial Securities executes and delivers to the Security Agent a Confirmation of Second Ranking Pledge related to the ICL Second Ranking Pledge attaching a copy of this Agreement;
- (f) procure that the ICL Second Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of ICL as of the signing date of the Statement of Second Ranking Pledge related to the ICL Second Ranking Pledge;
- (g) procure that the Account Holder of the IPS Financial Securities executes and delivers to the Security Agent a Confirmation of Second Ranking Pledge related to the IPS Second Ranking Pledge attaching a copy of this Agreement; and
- (h) procure that the IPS Second Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of IPS as of the signing date of the Statement of Second Ranking Pledge related to the IPS Second Ranking Pledge.

2.3. The Pledgor shall promptly after the execution of this Agreement and of each Statement of Second Ranking Pledge but no later than on the Post-Closing Date, procure that the Special Cash Account Holder delivers as soon as reasonably practicable to the Security Agent, with respect to the Special Cash Accounts, *attestations de constitution de nantissement de compte espèces spécial* substantially in the form set out in Schedule 3 (*Form of Confirmation of Second Ranking Pledge (Special Cash Account)*) duly executed by the Special Cash Account Holder.

2.4. The Pledgor shall promptly after the execution of this Agreement and of each Statement of Second Ranking Pledge but no later than on 8 July 2013:

- (a) procure that the Account Holder of the Naphtachimie Financial Securities executes and delivers to the Security Agent (i) a Confirmation of Second Ranking Pledge related to the Naphtachimie Second Ranking Pledge attaching

a copy of this Agreement and (ii) a certified copy of the up-to-date articles of association of Naphtachimie;

- (b) procure that the Naphtachimie Second Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of Naphtachimie as of the signing date of the Statement of Second Ranking Pledge related to the Naphtachimie Second Ranking Pledge;
 - (c) procure that the Account Holder of the Oxochimie Financial Securities executes and delivers to the Security Agent (i) a Confirmation of Second Ranking Pledge related to the Oxochimie Second Ranking Pledge attaching a copy of this Agreement (ii) a certified copy of the up-to-date articles of association of Oxochimie; and
 - (d) procure that the Oxochimie Second Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of Oxochimie as of the signing date of the Statement of Second Ranking Pledge related to the Oxochimie Second Ranking Pledge.
- 2.5. The First Ranking Secured Parties, as beneficiaries of the First Ranking Pledges, expressly accept the execution and delivery of this Agreement and of the Statements of Second Ranking Pledge and agree that the Second Ranking Secured Parties, as beneficiaries of the Second Ranking Pledges, may receive the proceeds of enforcement of the Second Ranking Pledges in accordance with the provisions of Clause 18 (*Application of Proceeds*) of the Intercreditor Deed.
- 2.6. The First Ranking Secured Parties, as beneficiaries of the First Ranking Pledges, acknowledge and agree that (to the extent required to create the Second Ranking Pledges or permit the Second Ranking Pledges to subsist) they will hold those assets which are subject to the Second Ranking Pledges as *tiers convenus* for the Second Ranking Secured Parties as beneficiaries of the Second Ranking Pledges.
- 2.7. Pursuant to Clause 22.18 (*French Security*) of the Intercreditor Deed, the Security Agent has been duly appointed as agent (*mandataire*) of the First Ranking Secured Parties pursuant to article 1984 *et seq.* of the French *Code civil*, in order to represent and act on behalf of each of them as *tiers convenus*, and for any actions required or advisable in connection therewith, including in respect of any dispute arising from or in connection therewith.
- 2.8. In acting as *tiers convenus*, the First Ranking Secured Parties (and the Security Agent acting as their agent in such capacity) shall:
- (a) without prejudice to their right to enforce the First Ranking Pledges in accordance with Clause 16 (*Enforcement of Security*) of the Intercreditor Deed, not exercise their rights as *tiers convenus* in a manner which would impede the enforcement of any of the Second Ranking Pledges; and
 - (b) incur no liability whatsoever to the Second Ranking Secured Parties as beneficiary of the Second Ranking Pledges.

- 2.9. Each of the First Ranking Secured Parties agrees not to take any action to challenge the validity or enforceability of any of the Second Ranking Pledges by reason of it being expressed to be second ranking (or any other lower ranking), and the Second Ranking Secured Parties agree not to take any action to challenge the validity or enforceability of the First Ranking Pledges.

3. SCOPE OF THE SECOND RANKING PLEDGES

- 3.1. In accordance with article L. 211-20 of the French *Code monétaire et financier*, all Financial Securities initially registered in each Pledged Account, those which may be substituted therefor or added thereto in any manner whatsoever, as well as all Cash Proceeds are automatically incorporated in the scope of the relevant Second Ranking Pledge without any such operation constituting in any manner a novation of the rights or the security granted to the Second Ranking Secured Parties under the relevant Second Ranking Pledge.
- 3.2. In addition, if the Pledgor subsequently subscribes or purchases in any manner whatsoever other financial securities (*titres financiers*) issued by the relevant Account Holder that are not automatically included in the scope of the relevant Second Ranking Pledge pursuant to Clause 0 above, the Pledgor shall transfer the said financial securities to the relevant Pledged Account and the said financial securities shall therefore be included in the scope of the relevant Second Ranking Pledge in accordance with article L. 211-20 (I) of the French *Code monétaire et financier*. The Pledgor shall execute all such documents and take all such other actions as may be necessary or appropriate to effect such transfer.
- 3.3. The provisions of paragraphs 3.1 and 3.2 above will be applicable only if the relevant securities are included in the scope of the First Ranking Pledges. If not, such provisions shall not apply and the relevant securities will not be included in the scope of the Second Ranking Pledges.
- 3.4. In accordance with article L. 211-20 of the French *Code monétaire et financier*, the Financial Securities and the sums in any currency whatsoever subsequently registered in the relevant Pledged Account, as a security for the performance by the Pledgor of the Secured Indebtedness, are subject to the same terms as those initially registered and are considered as if they were so registered on the date of the initial Statement of Second Ranking Pledge relating to the relevant Pledged Account.
- 3.5. Subject to paragraph 3.4 above, all income and proceeds (*fruits et produits*) in cash payable in respect of the relevant Financial Securities, including without limitation all dividends and other distributions in cash to which the relevant Financial Securities give right as well as all cash proceeds of any capital reduction and more generally all cash amounts in any currency whatsoever payable in respect of or in substitution for any of the relevant Financial Securities (the "**Cash Proceeds**") shall be paid to the relevant Special Cash Account. By executing the relevant Confirmation of Second Ranking Pledge, the relevant Account Holder shall accept to make such payments to the relevant Special Cash Account. So long as no Event of Default has occurred, the Pledgor is hereby authorised by the Second Ranking Secured Parties to withdraw from each Special Cash Account all Cash Proceeds which have been credited therein. This authorisation may be revoked by the Security Agent, on behalf of the Second Ranking

Secured Parties, by simple notice (substantially in the form of Schedule 4 (*Form of notice of Declared Default to the Special Cash Account Holder*)) of the Security Agent to the Special Cash Account Holder (with a copy to the Pledgor) upon the occurrence of an Event of Default which is continuing. Upon receipt of such notice by the Special Cash Account Holder, all amounts standing to the credit of the relevant Special Cash Account shall become unavailable for the Pledgor until a notification to the contrary is received by the relevant Special Cash Account Holder from the Security Agent. In accordance with article L. 211-20 of the French *Code monétaire et financier*, the relevant Special Cash Account is considered to be part of the relevant Pledged Account on the date of the signature of the relevant Statement of Second Ranking Pledge.

4. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to each of the Second Ranking Secured Parties, as from the date hereof and for the entire duration of the Second Ranking Pledges, that except to the extent permitted otherwise by the Relevant Secured Documents:

- (a) the IF Financial Securities represent and will continue to represent at all times at least 100 % of the share capital of IF;
- (b) the IPS Financial Securities represent and will continue to represent at all times at least 100 % of the share capital of IPS;
- (c) the ICL Financial Securities represent and will continue to represent at all times 100 % of the share capital of ICL;
- (d) the Naphtachimie Financial Securities represent and will continue to represent at all times 49.99 % of the share capital of Naphtachimie;
- (e) the Oxochimie Financial Securities represent and will continue to represent at all times 49.99 % of the share capital of Oxochimie;
- (f) IF is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (g) IPS is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (h) ICL is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (i) Naphtachimie is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (j) Oxochimie is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (k) the Financial Securities and the Pledged Accounts are wholly owned by the Pledgor and are not subject to any pledge, encumbrance, attachment,

sequestration or security interest of any kind (other than the First Ranking Pledges and the Second Ranking Pledges) and are not subject to any applicable legal, contractual, corporate or judicial restriction with respect to their transferability or which could affect the rights of the Second Ranking Secured Parties with respect to the Second Ranking Pledges, other than the prior approval clauses (*clauses d'agrément*) contained in the articles of association (*statuts*) of Naphtachimie and Oxochimie;

- (l) other than the First Ranking Pledges, and subject to the provisions of the Intercreditor Deed relevant to the Agreement, there is no shareholders' agreement or other agreement or commitment binding on the Pledgor which could prevent, limit or affect the validity or enforcement of the Pledges or the transfer of the Financial Securities (other than (i) the prior approval clause (*clause d'agrément*) contained in the articles of association (*statuts*) of Naphtachimie requiring the prior approval by the board of directors (*conseil d'administration*) of Naphtachimie of any transfer of any Naphtachimie Financial Securities in connection with the enforcement of the Naphtachimie Pledge, and (ii) the prior approval clause (*clause d'agrément*) contained in the articles of association (*statuts*) of Oxochimie requiring the prior approval by the board of directors (*conseil d'administration*) of Oxochimie of any transfer of any Oxochimie Financial Securities in connection with the enforcement of the Oxochimie Pledge); and
- (m) the articles of association (*statuts*) of IF, IPS and ICL do not contain any prior approval clause (*clause d'agrément*).

5. UNDERTAKINGS

The Pledgor undertakes to each of the Second Ranking Secured Parties, as from the date hereof and for the entire duration of the Second Ranking Pledges:

- (a) not to sell or otherwise transfer in any manner whatsoever (including by way of merger or corporate reconstruction) any of the Pledged Accounts, the Financial Securities or the Cash Proceeds (except as permitted by Clause 3.5) or grant any right in respect thereof, other than as permitted by the Relevant Secured Documents and pursuant to the First Ranking Pledges;
- (b) not to create, incur or permit to subsist any security interest or encumbrance whatsoever over any of the Pledged Accounts, the Financial Securities or the Cash Proceeds other than the First Ranking Pledges and the Second Ranking Pledges, other than as permitted by the Relevant Secured Documents;
- (c) not to locate or permit to locate any Financial Securities or Cash Proceeds to be attributed to it or to be acquired or received by it in an account other than the relevant Pledged Account, other than as permitted by the Relevant Secured Documents;
- (d) not to close any of the Pledged Accounts, other than as permitted by the Relevant Secured Documents;

- (e) not to allow the articles of association (*statuts*) of IF to contain any provision which would limit in anyway the exercise by the Second Ranking Secured Parties of their rights under the IF Second Ranking Pledge;
- (f) not to allow the articles of association (*statuts*) of IPS to contain any provision which would limit in anyway the exercise by the Second Ranking Secured Parties of their rights under the IPS Second Ranking Pledge;
- (g) not to allow the articles of association (*statuts*) of ICL to contain any provision which would limit in anyway the exercise by the Second Ranking Secured Parties of their rights under the ICL Second Ranking Pledge;
- (h) not to take any action that would have the effect of introducing any provision in the articles of association (*statuts*) of Naphtachimie which would limit in anyway the exercise by the Second Ranking Secured Parties of their rights under the Naphtachimie Second Ranking Pledge, save for the prior approval clause (*clause d'agrément*) already contained in the articles of association (*statuts*) of Naphtachimie requiring the prior approval by the board of directors (*conseil d'administration*) of Naphtachimie of any transfer of any Naphtachimie Financial Securities in connection with the enforcement of the Naphtachimie Second Ranking Pledge;
- (i) not to take any action that would have the effect of introducing any provision in the articles of association (*statuts*) of Oxochimie which would limit in anyway the exercise by the Second Ranking Secured Parties of their rights under the Oxochimie Second Ranking Pledge, save for the prior approval clause (*clause d'agrément*) already contained in the articles of association (*statuts*) of Oxochimie requiring the prior approval by the board of directors (*conseil d'administration*) of Oxochimie of any transfer of any Oxochimie Financial Securities in connection with the enforcement of the Oxochimie Second Ranking Pledge;
- (j) with respect to the Naphtachimie Second Ranking Pledge, to use reasonable endeavours to obtain from the board of directors (*conseil d'administration*) of Naphtachimie its approval (*agrément*) of the Second Ranking Secured Parties as potential new shareholders of Naphtachimie in case of enforcement of the Naphtachimie Second Ranking Pledge and to keep the Security Agent informed of the progress of its negotiations;
- (k) with respect to the Oxochimie Second Ranking Pledge, to use reasonable endeavours to obtain from the board of directors (*conseil d'administration*) of Oxochimie its approval (*agrément*) of the Second Ranking Secured Parties as potential new shareholders of Oxochimie in case of enforcement of the Oxochimie Second Ranking Pledge and to keep the Security Agent informed of the progress of its negotiations;
- (l) not to use any voting rights relating to any Financial Securities in a manner which would affect the validity or enforceability of the relevant Second Ranking Pledge or cause an Event of Default to occur;

- (m) at its own expense, promptly following request by the Security Agent, to execute such agreements and otherwise take whatever action the Security Agent may reasonably require:
 - (i) to perfect and/or protect each Second Ranking Pledge;
 - (ii) to facilitate the realisation or enforcement of each Second Ranking Pledge; and
 - (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under this Agreement.

6. ENFORCEMENT

6.1. If, following the occurrence of a Declared Default, there is any sum due under any of the Secured Indebtedness which is unpaid and remains unpaid, the Security Agent, in the name and on behalf of the other Second Ranking Secured Parties, shall be entitled to exercise in respect of each Second Ranking Pledge all rights, remedies and actions whatsoever that are available to the Second Ranking Secured Parties under French law, and enforce each Second Ranking Pledge in accordance with applicable laws and regulations and in particular, articles L. 211-20 and D. 211-12 of the French *Code monétaire et financier* and L. 521-3 of the French *Code de commerce*. Accordingly, subject to the applicable provisions of the Intercreditor Deed and French laws and regulations, the Security Agent, in the name and on behalf of the other Second Ranking Secured Parties will be entitled, upon eight (8) Business Days' prior written notice (*mise en demeure*) to the Pledgor, to:

- (a) require the sale of all or part of the Financial Securities by way of public auction (*vente publique*), in accordance with the provisions of article L. 521-3 of the French *Code de commerce*; or
- (b) require the foreclosure (*attribution judiciaire*) of all or part of the Financial Securities, in accordance with the provisions of article 2347 of the French *Code civil*; or
- (c) require the transfer of the Financial Securities, in accordance with the provisions of article 2348 of the French *Code civil*, whereupon (i) the Second Ranking Secured Parties will automatically and immediately become the owners of the Financial Securities, (ii) the value of the Financial Securities on the date of the transfer will be estimated by an expert appointed either by mutual agreement of the Pledgor and the Security Agent (both acting in good faith) or by court decision, and (iii) if the value of the Financial Securities so transferred to the Second Ranking Secured Parties exceeds the amount of the Secured Indebtedness, the difference will be paid to the Pledgor in accordance with the last paragraph of article 2348 of the French *Code civil*.

6.2. The Second Ranking Secured Parties shall be entitled to exercise any of the rights referred to in Clause 0 above without being required to enforce other rights that the Second Ranking Secured Parties may hold against the Pledgor or any other person or under any other security interest.

- 6.3. The enforcement proceeds of the security created hereunder shall be applied in accordance with the provisions of the Intercreditor Deed.
- 6.4. Without prejudice to the provisions of this Clause 6 (*Enforcement*), any decision to enforce the First Ranking Pledges and/or any of the Second Ranking Pledges shall be taken in accordance with Clause 16 (*Enforcement of Security*) of the Intercreditor Deed.

7. TERM

Once the Security Agent is satisfied, acting reasonably, that all the Secured Indebtedness has been paid in full and neither the Security Agent nor any other Second Ranking Secured Party has any contingent liability under the Secured Documents to advance further monies to, or incur liability on behalf of, the Pledgor, the Security Agent and each other Second Ranking Secured Party shall, at the request and cost of the Pledgor, take any action which may be necessary to release the Pledged Accounts from the security constituted by this Agreement and procure the reassignment of any assets assigned to the Security Agent pursuant to this Agreement.

8. ASSIGNMENT AND TRANSFER

- 8.1. This Agreement shall be binding upon and inure to the benefit of each party hereto and any successor, transferee and assignee.
- 8.2. In case of assignment or transfer of all or part of the rights and obligations of any Second Ranking Secured Party under the Secured Indebtedness in accordance with the applicable provisions of the Secured Documents, or in case of subrogation of any person in the said rights, the assignee, the beneficiary of the transfer, or the person so subrogated, as applicable, shall automatically benefit from the rights resulting from this Agreement which remain attached to the rights and obligations resulting from the Secured Documents and any reference to the Second Ranking Secured Parties includes any person so subrogated in the said rights or assignee or beneficiary of a transfer of all or part of the rights and obligations of such Second Ranking Secured Party under the Secured Documents, which is expressly acknowledged and agreed by the Pledgor.
- 8.3. In case of replacement of the Security Agent pursuant to the applicable provisions of the Secured Documents, the successor agent will be deemed the Security Agent for the purposes of this Agreement and each Second Ranking Pledge.

9. EXPENSES

The Pledgor shall bear any expense which the Security Agent or any other Second Ranking Secured Party may incur in connection with the preparation and execution of this Agreement, as well as any expenses in connection with the preservation or enforcement of the Second Ranking Secured Parties' rights under this Agreement and the Second Ranking Pledges, all in accordance with the terms of the Secured Documents.

10. NOTICES

Any communication to be made under or in connection with this Agreement shall be made in accordance with clause 25 (*Notices*) of the Intercreditor Deed.

11. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Second Ranking Secured Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. MISCELLANEOUS

- 13.1. This Agreement and each Second Ranking Pledge created hereby are in addition and without prejudice to any other guarantees or security interests existing or to be created or granted either by the Pledgor or any other person pursuant to the terms of the Secured Documents.
- 13.2. This Agreement and each Second Ranking Pledge created hereby are irrevocable and will remain in force notwithstanding any amendment, restatement, renewal or extension of the term of the Secured Documents, or any waiver thereunder.

14. GOVERNING LAW

This Agreement is governed by French law.

15. DISPUTES

Any dispute that may arise out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Tribunal de Commerce de Paris.

Executed on 8 May 2013.

In six (6) original copies

THE PLEDGOR:



INEOS INVESTMENTS INTERNATIONAL LIMITED

By: GRAEME LEASK
GROUP DIRECTOR.

THE SECURITY AGENT acting for itself and in the name and on behalf of the other Second Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed and as Security Trustee under Original Senior Secured Indentures (as such term is defined therein):




BARCLAYS BANK PLC

By: **Estela Landro**
Assistant Vice President

IN THE PRESENCE OF THE FIRST RANKING SECURED PARTIES:

represented by the SECURITY AGENT, acting for itself and in the name and on behalf of the other First Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indentures (as such term is defined therein):


BARCLAYS BANK PLC

By: **Estela Landro**
Assistant Vice President

THE SECURITY AGENT, acting as third party holder (*tiers convenu*) in accordance with article 2.7 of the Agreement:



BARCLAYS BANK PLC

By: **Estela Landro**
Assistant Vice President

SCHEDULE 1 – FORM OF STATEMENT OF SECOND RANKING PLEDGE

DÉCLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE SECOND RANG

La présente déclaration est soumise aux dispositions de
l'article L. 211-20 du Code monétaire et financier

CONSTITUANT :

INEOS INVESTMENTS INTERNATIONAL LIMITED, société de droit anglais ayant son siège social Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, Royaume Uni, immatriculée sous le numéro 3938607,

(ci-après le "Constituant").

BÉNÉFICIAIRES DE SECOND RANG :

1. **BARCLAYS BANK PLC**, société de droit anglais ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni, agissant tant en son nom et pour son propre compte qu'au nom et pour le compte des autres Bénéficiaires de Second Rang (tel que ce terme est défini ci-après) en sa qualité d'agent administratif (*Administrative Agent*) et d'agent des sûretés (*Security Agent*) aux termes du contrat de crédit (*Credit Agreement*) en date du 27 avril 2012 (tel qu'amendé de temps à autre, notamment par un avenant en date du ____ mai 2013 (*Amendment No. 1*) (l'« Avenant n°1 »), le "Contrat de Crédits Senior") et d'agent des sûretés senior (*Senior Security Agent*) aux termes de la convention intercréanciers (*Intercreditor Deed*, tel que ce terme est défini dans la Convention de Nantissement de Second Rang (telle que définie ci-dessous)) (tel qu'amendée de temps à autre, la "Convention Intercréanciers"),

(ci-après en cette qualité, avec tout successeur désigné conformément aux stipulations du Contrat de Crédits Senior et de la Convention Intercréanciers, l'"Agent" ou l'"Agent des Sûretés") ;

2. les banques, établissements financiers et autres institutions financières agissant en qualité de Prêteurs ("*Lenders*", tel que ce terme est défini dans le Contrat de Crédits Senior) aux termes du Contrat de Crédits Senior ;
3. les banques, établissements financiers et autres institutions financières agissant en qualité de Prêteurs à Terme Additionnels ("*Amendment No. 1 Additional Term Lenders*", tel que ce terme est défini dans l'Avenant n°1) aux termes de l'Avenant n°1 ;
4. les banques, établissements financiers et autres institutions financières agissant en qualité de Contreparties (*Hedging Counterparties*) au Contrats de Couverture ("*Hedging Agreements*", tel que ce terme est défini dans la Convention Intercréanciers) aux termes de la Convention Intercréanciers ;

5. les banques, établissements financiers et autres institutions financières agissant en qualité de Banques de Gestion de Trésorerie (*Cash Management Bank*) aux termes de la Convention Intercréanciers) ;

(les entités listées aux paragraphes 2 à 5 ci-dessus étant ci-après désignées les "**Parties Financières Senior**" ("*Senior Finance Parties*", tel que ce terme est défini dans la Convention Intercréanciers)),

6. **BARCLAYS BANK PLC**, société de droit anglais, ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni en sa qualité d'Agent Fiduciaire des Sûretés ("*Security Trustee*", aux termes et tel que défini dans les Documents Relatifs aux Obligations Senior ("*Senior Secured Note Documents*"), tel que ce terme est défini dans la Convention de Nantissement de Second Rang) ;
7. toute banque, établissement financier ou autre institution financière agissant en qualité d'Agent Fiduciaire au titre des Obligations Senior Initiales ("*Original Senior Secured Note Trustee*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) et/ou d'Agent Fiduciaire au titre des Obligations Senior Additionnelles ("*Additional Senior Secured Note Trustee*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) aux termes des Documents Relatifs aux Obligations Senior ("*Senior Secured Note Documents*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) ; et
8. les banques, établissements financiers et autres institutions financières agissant en qualité de Créanciers au titre des Obligations Senior Additionnelles (ci-après désignés les "**Additional Senior Secured Note Creditors**", tel que ce terme est défini dans la Convention de Nantissement de Second Rang),

(les entités listées aux paragraphes 6, 7 et 8 ci-dessus étant ci-après désignées les "**Créanciers au titre des Obligations Senior**" ("*Senior Secured Note Creditors*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang),

9. les banques, établissements financiers et autres institutions financières agissant en qualité de Seconds Créanciers Garantis (ci-après désignés les "**Second Secured Creditors**", tel que ce terme est défini dans la Convention de Nantissement de Second Rang),
10. les banques, établissements financiers et autres institutions financières agissant en qualité de Parties Financières Senior Additionnelles (ci-après désignés les "**Additional Senior Finance Parties**", tel que ce terme est défini dans la Convention de Nantissement de Second Rang)
11. les banques, établissements financiers et autres institutions financières agissant en qualité d'Administrateurs ("*Receivers*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) ;
12. les banques, établissements financiers et autres institutions financières agissant en qualité de Délégués ("*Delegates*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) ;

(l'Agent, l'Agent des Sûretés, les Parties Financières Senior, les Créanciers au titre des Obligations Senior, les *Second Secured Creditors*, les Parties Financières Senior Additionnelles, les Administrateurs et les Délégués, ainsi que leurs cessionnaires, successeurs, subrogés et ayants-droit respectifs étant ci-après désignés ensemble les "**Bénéficiaires de Second Rang**", les Bénéficiaires de Second Rang à la date des présentes étant les entités dont la liste figure à l'Annexe A (*Liste des Bénéficiaires de Second Rang à la Date de Signature*),

CRÉANCES GARANTIES :

- Nature : toutes dettes et autres obligations, dues ou pouvant être dues aux Bénéficiaires de Second Rang (y compris à l'Agent des Sûretés (en sa qualité d'Agent Fiduciaire des Sûretés (*Security Trustee*, tel que ce terme est défini dans chacun des Contrats d'Emission des Obligations Senior Initiales (*Original Senior Secured Indentures*, tel que ce terme est défini dans la Convention de Nantissement de Second Rang)), (i) au titre de la Section 14.09 (*Parallel Debt*) du Contrat d'Emission des Obligations Senior Initiales 2010 (*Original Senior Secured Indenture 2010*, tel que ce terme est défini dans la Convention de Nantissement de Second Rang), ou (ii) au titre de la Section 14.09 (*Parallel Debt*) du Contrat d'Emission des Obligations Senior Initiales Février 2012 (*Original Senior Secured Indenture February 2012* tel que ce terme est défini dans la Convention de Nantissement de Second Rang), ou (iii) au titre de la Section 14.09 (*Parallel Debt*) du Contrat d'Emission des Obligations Senior Initiales Mai 2012 (*Original Senior Secured Indenture May 2012* tel que ce terme est défini dans la Convention de Nantissement de Second Rang), ou (iv) aux termes de toute stipulation similaire au titre du Contrat de Crédits Senior, ou (v) de toute autre stipulation similaire au titre de tout Contrat de Crédits Senior Additionnels, ou (vi) de toute autre disposition similaire aux termes de tout Contrat d'Emission d'Obligations Senior Additionnelles (*Additional Senior Secured Indentures*, tel que ce terme est défini dans la Convention de Nantissement de Second Rang)), dans chacun des cas par le Constituant et/ou toute Société du Groupe ("*Group Company*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) ou tout autre constituant d'une Sûreté de l'Opération ("*Transaction Security*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) au titre de tout Document Garanti ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) (y compris, sans limitation, de tout avenant, supplément, ou réitération de tout Document Garanti quelque soit son importance ou au titre de toute nouvelle ou augmentation d'avance, de tirage, de toute prorogation, de tout engagement ou ligne de crédit supplémentaire ou de toute émission d'obligations additionnelles (dans chaque cas, dans la mesure permise par les Documents Garantis)), que ces obligations ou autres dettes soient présentes ou futures, échues ou non échues, exigibles ou non exigibles, liquides ou non liquides, encourues individuellement ou solidairement avec toute autre personne, à titre principal ou à titre de garant, ainsi que tous les intérêts y afférents (aussi bien avant qu'après jugement), en ce compris les dettes au titre de toutes obligations, effets de commerce ou

autres titres de paiement acceptés par tout Bénéficiaire de Second Rang pour, ou à la demande d'une Société du Groupe ("*Group Company*", tel que ce terme est défini dans la Convention de Nantissement) et toutes pertes subies par tout Bénéficiaire de Second Rang au titre des Documents Garantis ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Second Rang) (y compris, sans limitation, de tout avenant, supplément, ou réitération de tout Document Garanti quelque soit son importance ou au titre de toute nouvelle ou augmentation d'avance, de tirage, de toute prorogation,, de tout engagement ou ligne de crédit supplémentaire ou de toute émission d'obligations additionnelles (dans chaque cas, dans la mesure permise par les Documents Garantis)), accompagné de tous intérêts, intérêts de retard, commissions, primes, pénalités, indemnités frais, charges, taxes et tout autre montant dû au titre de ce qui précède ;

- Montant des créances garanties à la date de la Déclaration de Nantissement de Second Rang (telle que définie ci-dessous) :

- (a) au titre du Contrat de Crédits Senior (*Credit Agreement*) : USD 2.375.000.000 et € 500.000.000 en principal à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires, et,
- (b) au titre des Documents Relatifs aux Obligations Senior (*Senior Secured Note Documents*) : (i) € 300.000.000, USD 570.000.000 au titre des Obligations Senior Initiales 2010, (ii) USD 1.000.000.000 et € 500.000.000 au titre des Obligations Senior Initiales Février 2012, et (iii) USD 775.000.000 au titre des Obligations Senior Initiales Mai 2012, en principal à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires,
- (c) au titre de l'Avenant n°1 (*Amendment No. 1*) : USD 640.000.000 et € 350.000.000, en principal à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires,

(ci-après les "Créances Garanties").

IDENTIFICATION DU COMPTE SPÉCIAL NANTI :

- (a) Compte de titres financiers n°[] ouvert dans les livres de [], une société [], au capital de € [], ayant son siège social [], France, immatriculée sous le numéro [] R.C.S. [] (le "Teneur de Compte") au nom du Constituant,

(ci-après le "Compte de Titres Financiers") ;

(b) Compte spécial n°FR[] ouvert dans les livres de []
[] (le "Teneur de Compte Espèces Spécial") au nom du Constituant,
(ci-après le "Compte Espèces Spécial") ;

le Compte Espèces Spécial étant réputé faire partie intégrante du Compte de Titres Financiers à la date des présentes,

(le Compte de Titres Financiers et le Compte Espèces Spécial, ensemble le "Compte Nanti").

TITRES FINANCIERS INSCRITS INITIALEMENT AU COMPTE NANTI :

- Nature : actions nominatives
- Emetteur : [], une société [], au capital de € [],
ayant son siège social [], France et immatriculée sous le numéro
[] R.C.S. []
- Nombre : [] ([]) actions

CONDITIONS DU NANTISSEMENT DE SECOND RANG :

Le Constituant constitue en nantissement de second rang le Compte Nanti au bénéfice des Bénéficiaires de Second Rang en garantie de ses obligations au titre des Créances Garanties selon les conditions et modalités de la convention de nantissement de second rang de compte de titres financiers (*Second Ranking Financial Securities Account Pledge Agreement*) en date du 8 mai 2013 (la "**Convention de Nantissement de Second Rang**") conclue par le Constituant et l'Agent des Sûretés agissant au nom et pour le compte des autres Bénéficiaires de Second Rang. Tous les termes et expressions définis dans la présente déclaration de nantissement (la "**Déclaration de Nantissement de Second Rang**") auront le sens qui leur est attribué à la Convention de Nantissement de Second Rang, le cas échéant par renvoi.

Les droits et obligations respectifs des Bénéficiaires de Second Rang ("*Second Ranking Secured Parties*") au titre des Nantissements de Second Rang ("*Second Ranking Pledges*") et des Bénéficiaires de Premier Rang ("*First Ranking Secured Parties*") au titre des Nantissements de Premier Rang ("*First Ranking Pledges*") à l'égard du Compte Nanti et du Constituant sont soumis par ailleurs aux stipulations de l'Accord Intercréanciers ("*Intercreditor Deed*").

L'Agent des Sûretés, agissant en son nom et pour le compte des Bénéficiaires de Premier Rang ("*First Ranking Secured Parties*"), est nommé comme tiers convenu entre les Bénéficiaires de Premier Rang, les Bénéficiaires de Second Rang et le Constituant, conformément aux termes de l'article 2337, alinéa 2, du Code civil.

Fait le ____ mai 2013, en trois (3) exemplaires originaux.

LE CONSTITUANT :

INEOS INVESTMENTS INTERNATIONAL LIMITED

Par :

ANNEXE A

LISTE DES BÉNÉFICIAIRES DE SECOND RANG À LA DATE DE SIGNATURE

I. Les Parties Financières Senior (*Senior Finance Parties*, tel que ce terme est défini dans la Convention Intercréanciers) :

A. L'Agent Administratif (*Administrative Agent*, tel que ce terme est défini dans le Contrat de Crédits Senior) :

NAME	Address/Registered office
Barclays Bank PLC	745 Seventh Avenue New York NY 10019

B. L'Agent des Sûretés (*Security Agent*, tel que ce terme est défini dans le Contrat de Crédits Senior) :

NAME	Address/Registered office
Barclays Bank PLC	5 The North Colonnade Canary Wharf London E14 4BB

C. Les Prêteurs à Terme Additionnels (*Amendment No. 1 Additional Term Lenders*, tel que ce terme est défini dans l'Avenant n°1) :

NAME	Address/Registered office
ARES EUROPEAN CLO II BV	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES, CA 90067-4700
ARES EURO CLO I BV	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES, CA 90067-4700
BENTHAM WHOLESALE SYNDICATED LOAN FUND	13TH FLOOR 11 MADISON AVENUE NEW YORK, NY 10010
GRAYSON & COMPANY	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
SILVER BIRCH CLO I BV	200 PRINS BERNHARDPLEIN AMSTERDAM 1097 JB

ING (L) FLEX-SENIOR LOANS	230 PARK AVENUE NEW YORK, NY 10169-0005
DUCHESS III CDO SA	32 DUKE STREET DUKES COURT LONDON SW1Y 6DF
HENDERSON SECURED LOANS FUND	4 BROADGATE LONDON EC2M 2DA
RMF EURO CDO V PLC	4TH FLOOR 25-28 ADELAIDE ROAD MANSH HOUSE DUBLIN 2
AQUILAE CLO II PLC	5 HARBOURMASTER PLACE IFSC DUBLIN 1
NASH POINT CLO	53 MERRION SQUARE DUBLIN 2
CELF LOAN PARTNERS IV PLC	57 BERKELEY SQUARE LONDON W1J 6ER
SHIOFRA I SARL	6 RUE PHILIPPE II 00 LUXEMBOURG
DUCHESS V CLO BV	61 ALDWYCH LONDON WC2B 4AE
CELF LOW LEVERED PARTNERS PLC	85 MERRION SQUARE DUBLIN 2
CELF LOAN PARTNERS III PLC	85 MERRION SQUARE DUBLIN 2
XELO II PLC	AIB INTERNATIONAL CENTRE IFSC DUBLIN 2
AUSTRALIANSUPER	C/O CORPORATION SERVICE COMPANY SUITE 4002711 CENTERVILLE ROAD WILMINGTON, DE 19808-1645

HIGHLANDER EURO CDO III BV	C/O HIGHLAND CAPITAL MANAGEMENT EUR 130 JERMYN STREET LONDON SW1Y 4UR
QUEEN STREET CLO I BV	C/O INDICUS ADVISORS LLP 5TH FLOOR LONDON EC4N 1TX
THESEUS EUROPEAN CLO SA	C/O INVESCO SENIOR SECURED MANAGEMENT 1166 AVENUE OF THE AMERICAS NEW YORK 10036
OBERHAUSEN SARL	FLOOR 32 40 WEST 57TH STREET NEW YORK, NY 10019-4001
EURO-GALAXY II CLO BV	FRED ROESKESTRAAT 123 1HG AMSTERDAM 1076EE
INVESCO MEZZANO BV	FRED ROESKESTRAAT 123-1 HG AMSTERDAM 1076 EE
EURO-GALAXY CLO BV	FREDERICK ROESKESTRAAT 123 AMSTERDAM 1076EE
LEOPARD CLO IV BV	LAURENCE POUNTNEY HILL LONDON EC4R 0HH
HIGHLANDER EURO CDO II BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
HARBOURMASTER CLO 4 BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
HAMLET I LEVERAGED LOAN FUND BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
WOOD STREET CLO I BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
WOOD STREET CLO II BV	LOCATELLIKADE 1 AMSTERDAM 1076 A

WOOD STREET CLO III BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
DUCHESS IV CLO BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
NEPTUNO CLO II BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
ST JAMES'S PARK CDO BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
QUEEN STREET CLO II BV	LOCATELLIKADE 1 AMSTERDAM 1076 A
CLARE ISLAND BV	LOCATELLIKADE 1 PARNASSUSTRN AMSTERDAM 1076 A
CREDIT SUISSE NOVA (LUX)	ONE CABOT SQUARE LONDON E14 4QJ
STICHTING DEPOSITARY APG FIXED INCOME CREDITS POOL	OUDE LINDESTRAAT 70 HEERLEN 6411 EJ
JPMORGAN CHASE BANK NA	1111 POLARIS PARKWAY COLUMBUS COLUMBUS OHIO OH 43240-2031 US
ACA EURO CLO 2007-1 PLC	85 MERRION SQUARE DUBLIN 2 IE
RBS HOLLANDSCHE NV	GUSTAV MAHLERLAAN 350 17A90 AMSTERDAM 1082 ME NL
HARVEST CLO III PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE DUBLIN 1 IE

HARBOURMASTER PRO-RATA CLO 2 BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
GSC EUROPEAN CDO I-R SA	C/O GSCP (NJ) LP SUITE 220 FLORHAM PARK NEW JERSEY 07932-1024 US
CONISTON CLO BV	C/O INVESCO ASSET MANAGEMENT 30 FINSBURY SQUARE LONDON EC2A 1AG GB
WINDMILL CLO I LIMITED	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE DUBLIN IE
BLACKSTONE/GSO LOAN FUNDING LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE HOUSE DUBLIN 2 IE
MERRILL LYNCH INTERNATIONAL	MERRILL LYNCH FINANCIAL CENTRE 2 KING EDWARD STREET LONDON EC1A 1HQ GB
ALPSTAR CLO 2 PLC	5 HARBOURMASTER PLACE DUBLIN 1 IE
HARVEST CLO II SA	1 ALLEE SCHEFFER L-2520 LUXEMBOURG
HARVEST CLO IV PLC	16 PLACE STREET LONDON SW1E 5JD GB
SCOR EURO LOANS	1 AVENUE DU GENERAL DE GAULLE PUTEAUX 92800 FR
PTRS EUROLF 2 LIMITED	70 SIR JOHN REGERSONS QUAY DUBLIN 2 IE

BOSPHORUS INVESTMENTS LIMITED	KAISERSTRASSE 16 FRANKFURT AM MAIN HESSEN 60311 DE
GSC EUROPEAN CDO V PLC	SUITE 110 300 CAMPUS DRIVE FLORHAM PARK NEW JERSEY 07932-1039 US
ICG EOS LOAN FUND I LIMITED	5TH FLOOR 75 STREET STEPHEN'S GREEN DUBLIN 2 IE
OAKTREE EUROPEAN SENIOR LOAN SARL	28TH FLOOR 333 SOUTH GRAND AVENUE LOS ANGELES CALIFORNIA 90071-1504 US
HENDERSON MULTI ASSET CREDIT FUND	201 BISHOPSGATE LONDON EC2M 3AE GB
JUBILEE CDO I-R BV	HERIKERBERGWEG 238 LUNA ARENA AMSTERDAM ZUIDOOST 1101 CM NL
JUBILEE CDO VI BV	C/O ALCENTRA LIMITED 7TH FLOOR 88 WOOD STREET LONDON EC2V 7QS GB
JUBILEE CDO VII BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
WOOD STREET CLO IV BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
JUBILEE CDO VIII BV	LOCATELLIKADE 1 PARNASSUSTRN AMSTERDAM 1076 AZ NL
WOOD STREET CLO V BV	LOCATELLIKADE 1 PARNASSUSTRN AMSTERDAM 1076 AZ NL
WOOD STREET CLO VI BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
ALCENTRA SV SARL	6 RUE PHILLIPPE II LU
BAYERNINVEST ALTERNATIVE LOAN-FONDS	10 GRESHAM STREET LONDON EC2V 7JD GB
ALCENTRA SV II SARL	10 GRESHAM STREET LONDON EC2V 7JD GB
ENERGIZER 3 EUR LOAN FUNDING LIMITED	2ND FLOOR 11-12 WARRINGTON PLACE DUBLIN 2 IE
ARES EUROPEAN CLO III BV	1 FINSBURY SQUARE LONDON

	EC2A 1AE GB
ABSALON CREDIT FUND LIMITED	IFSC 5 HARBOURMASTER PLACE DUBLIN 1 IE
AVOCA CLO V PLC	75 STREET STEPHENS GREEN DUBLIN 2 IE
AVOCA CLO VI PLC	30 HERBERT STREET DUBLIN 2 IE
AVOCA CLO VII PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE DUBLIN 1 IE
BABSON CAPITAL GLOBAL LOANS LIMITED	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
ROCKALL CLO BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
MALIN CLO BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
DUCHESS VI CLO BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
DUCHESS VII CLO BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
DOVER CREDIT LIMITED	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE DUBLIN IE
BABSON CAPITAL EUROPEAN SENIOR LOANS LIMITED	85 MERRION SQUARE DUBLIN 2 IE
MUNDA CLO I BV	C/O TMF STRUCTURED FINANCE SERVICES PO BOX 75215 LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
NEPTUNO CLO I BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
CORDATUS LOAN FUND I PLC	INTERNATIONAL FINANCIAL SERVICES CE 5 HARBOURMASTER PLACE DUBLIN IE
CORDATUS LOAN FUND II PLC	5 HARBOURMASTER PLACE IFSC DUBLIN 1 IE
CVC EUROPEAN CREDIT OPPORTUNITIES SARL	33 BOULEVARD DU PRINCE HENRI L-1724 LU
CORDATUS RECOVERY PARTNERS I LIMITED	5 HARBOURMASTER PLACE DUBLIN 1 IE

DEUTSCHE BANK AG-LONDON BRANCH	6-8 BISHOPSGATE LONDON EC2N 4DA GB
ELEX ALPHA SA	9B BOULEVARD DU PRINCE HENRI L-1724 LU
EATON VANCE CDO X PLC	2 INTERNATIONAL PLACE BOSTON MASSACHUSETTS 02110-4104 US
EATON VANCE CDO VII PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE DUBLIN 1 IE
LAURELIN II BV	LOCATELLIKADE 1 AMSTERDAM 1076 AZ NL
HIGHLANDER EURO CDO BV	HERIKERBERGWEG 238 LUNA ARENA ZUIDOOST AMSTERDAM 1101 CM NL
BAYERNINVEST ALTERNATIVE LOAN-FONDS	230 PARK AVENUE NEW YORK 10169-0005 US
INVESCO DYNAMIC CREDIT OPPORTUNITIES FUND	SUITE 4200 1221 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10020-1001 US
INVESCO ZODIAC FUNDS-INVESCO EUROPEAN SENIOR LOAN FUND	8 RUE JEAN MONNET 2180 LU
LIGHTPOINT PAN EUROPEAN CLO 2007-IPLC	605 THIRD AVENUE NEW YORK NY NEW YORK 10158 US
OAK HILL EUROPEAN CREDIT PARTNERS I PLC	5 HARBOURMASTER PLACE IFSC DUBLIN 1 IE
OAK HILL EUROPEAN CREDIT PARTNERS II PLC	C/O OAK HILL ADVISORS (EUROPE) LLP 6TH FLOOR 83 PALL MALL LONDON SW1Y 5ES GB
THE PUBLIC SCHOOL RETIREMENT SYSTEM OF MISSOURI	28TH FLOOR 333 SOUTH GRAND AVENUE LOS ANGELES CALIFORNIA 90071-1504 US
KONIGINSTRASSE I SARL	1 ALLEE SCHEFFER L-2520 LU
EUROPEAN ENHANCED LOAN FUND SA	C/O PACIFIC INVESTMENT MANAGEMENT C 840 NEWPORT CENTER DRIVE NEWPORT BEACH CALIFORNIA 92660 US
BARCLAYS BANK PLC	200 PARK AVENUE NEW YORK 10166-0005 US
ARES INSTITUTIONAL LOAN FUND BV	1 FINSBURY SQUARE LONDON EC2A 1AE

METROPOLITAN LIFE INSURANCE COMPANY	10 PARK AVENUE MORRISTOWN,NJ 07962-1902
GENERAL AMERICAN LIFE INSURANCE COMPANY	10 PARK AVENUE MORRISTOWN,NJ 07962-1902
RIVERSOURCE LIFE INSURANCE COMPANY	1099 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474
GM CANADA DOMESTIC TRUST	10TH FLOOR 155 WELLINGTON STREET WEST TORONTO M5V 3L3
CHATHAM LIGHT II CLO LIMITED	111 HUNTINGTON AVENUE BOSTON,MA 02199
ILLINOIS STATE BOARD OF INVESTMENT	11TH FLOOR 1515 WEST 22ND STREET OAKBROOK,IL 60523-2007
GANNETT PEAK CLO I LIMITED	11TH FLOOR 1515 WEST 22ND STREET OAKBROOK,IL 60523-2007
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	12TH FLOOR 1111 FRANKLIN STREET OAKLAND,CA 94607-5201
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	12TH FLOOR 1111 FRANKLIN STREET OAKLAND,CA 94607-5201
SEI INSTITUTIONAL INVESTMENT TRUST-HIGH YIELD BOND FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
SEI INSTITUTIONAL MANAGED TRUST-HIGH YIELD BOND FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
SEI GLOBAL MASTER FUND PLC-THE SEI HIGH YIELD FIXED INCOME FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
SEI INSTITUTIONAL MANAGED TRUST ENHANCED INCOME FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
RUSSELL INSTITUTIONAL FUNDS LLC RUSSELL HIGH YIELD BOND FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
ARES VIR CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
CONFLUENT 2 LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700
ARES ENHANCED LOAN INVESTMENT STRATEGY II LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES,CA 90067- 4700

ACAS CLO 2007-1 LIMITED	26TH FLOOR 505 5TH AVENUE NEW YORK NY NEW YORK 10017-4910 US
GLOBAL LOAN OPPORTUNITY FUND BV	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES, CA 90067-4700
METLIFE INSURANCE COMPANY OF CONNECTICUT	1300 HALL BOULEVARD BLOOMFIELD, CT 06002-2918
BA/CS CREDIT I LLC	13TH FLOOR 11 MADISON AVENUE NEW YORK, NY 10010
ATRIUM VII	13TH FLOOR 11 MADISON AVENUE NEW YORK, NY 10010
CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM	13TH FLOOR 11 MADISON AVENUE NEW YORK, NY 10010
BENTHAM WHOLESALE SYNDICATED LOAN FUND	13TH FLOOR 11 MADISON AVENUE NEW YORK, NY 10010
BLACK MOUNTAIN FUNDING LLC	150 NORTH COLLEGE STREET NC1- 028-17-06 CHARLOTTE, NC 28255
FOUR CORNERS CLO III LIMITED	1761 EAST ST. ANDREW PL SANTA ANA, CA 92705
FOUR CORNERS CLO II LIMITED	190 S LA SALLE ST CHICAGO IL 60603
GRAYSON & COMPANY	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE LIMITED DURATION INCOME FUND	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE VT FLOATING RATE INCOME FUND	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE CDO VIII LIMITED	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE SENIOR FLOATING-RATE TRUST	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
EATON VANCE FLOATING-RATE INCOME TRUST	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
MET INVESTORS SERIES TRUST-MET/EATON VANCE FLOATING RATE PORTFOLIO	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104
PACIFIC SELECT FUND- FLOATING RATE LOAN PORTFOLIO	2 INTERNATIONAL PLACE BOSTON, MA 02110-4104

PACIFIC LIFE FUNDS-PL FLOATING RATE LOAN FUND	2 INTERNATIONAL PLACE BOSTON,MA 02110-4104
SENIOR DEBT PORTFOLIO	2 INTERNATIONAL PLACE BOSTON,MA 02110-4108
AGF FLOATING RATE INCOME FUND	2 INTERNATIONAL PLACE, BOSTON, MA 02110-4104, USA
CONSUMER PROGRAM ADMINISTRATORS INC	200 EAST RANDOLPH STREET CHICAGO,IL 60601
LVIP DELAWARE DIVERSIFIED FLOATINGRATE FUND	2005 MARKET STREET FLOOR 39 PHILADELPHIA,PA 19103-7026
OPPENHEIMER MASTER LOAN FUND LLC	225 LIBERTY STREET NEW YORK,NY 10281-1005
NOMURA BOND & LOAN FUND	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
STICHTING PENSIOENFONDS HOOGOVS	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
LOUISIANA STATE EMPLOYEES RETIREMENT SYSTEM	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
L-3 COMMUNICATIONS CORPORATION MASTER TRUST	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
MONTGOMERY COUNTY EMPLOYEES' RETIREMENT SYSTEM	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
SAFETY NATIONAL CASUALTY CORPORATION	22ND FLOORBUILDING B NEW YORK,NY 10281-1712
ING (L) FLEX-SENIOR LOANS	230 PARK AVENUE NEW YORK,NY 10169-0005
ING INVESTMENT MANAGEMENT CLO IV LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
ING INVESTMENT MANAGEMENT CLO V LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
ING EURO LOANS FUND I LLC	230 PARK AVENUE NEW YORK,NY 10169-0005
PHOENIX CLO III LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
ING FLOATING RATE FUND	230 PARK AVENUE NEW YORK,NY 10169-0005
IBM PERSONAL PENSION PLAN TRUST	230 PARK AVENUE NEW YORK,NY

	10169-0005
ING IM CLO 2011-I LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
ISL LOAN TRUST	230 PARK AVENUE NEW YORK,NY 10169-0005
ING IM CLO 2012 I LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
PHOENIX CLO I LIMITED	230 PARK AVENUE NEW YORK,NY 10169-0005
SCHILLER PARK CLO LIMITED	250 PARK AVENUE , 5TH FLOOR NEW YORK, NY 10177
BURR RIDGE CLO PLUS LIMITED	250 PARK AVENUE , 5TH FLOOR NEW YORK, NY 10177
COLUMBUSNOVA CLO LIMITED 2006-II	250 PARK AVENUE , 5TH FLOOR NEW YORK, NY 10177
COLUMBUSNOVA CLO LIMITED 2006-I	250 PARK AVENUE , 5TH FLOOR NEW YORK, NY 10177
EATON VANCE SENIOR INCOME TRUST	255 STATE STREET BOSTON,MA 02109
EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND	255 STATE STREET BOSTON,MA 02109
JP MORGAN WHITEFRIARS INC	27TH FLOOR 383 MADISON AVENUE NEW YORK,NY 10017-3217
HIGHBRIDGE INTERNATIONAL LLC	27TH FLOOR 9 WEST 57TH STREET NEW YORK,NY10019
TRIMARAN CLO V LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS NEW YORK,NY 10019- 6026
TRIMARAN CLO VII LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS NEW YORK,NY10019
RACE POINT IV CLO LIMITED	35TH FLOOR111 HUNTINGTON AVENUE BOSTON,MA 02199-7615
TRIMARAN CLO VI LIMITED	35TH FLOOR622 THIRD AVENUE NEW YORK,NY10017
GALAXY XI CLO LIMITED	4TH FLOOR399 PARK AVENUE NEW YORK,NY 10022-4417
GALAXY XII CLO LTD	4TH FLOOR399 PARK AVENUE NEW YORK,NY 10022-4417
GALAXY V CLO LIMITED	4TH FLOOR399 PARK AVENUE

	NEW YORK,NY 10022-4417
MARLBOROUGH STREET CLO	500 BOYLSTON STREET BOSTON,MA 02116-3740
JERSEY STREET CLO	500 BOYLSTON STREET BOSTON,MA 02116-3740
MET INVESTORS SERIES TRUST-MET/FRANKLIN LOW DURATION TOTAL RETURN PORTFOLIO	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN TEMPLETON SERIES II FUNDS-FRANKLIN FLOATING RATE II FUND	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST-FRANKLIN STRATEGI*****	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN STRATEGIC INCOME FUND (CANADA)	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN STRATEGIC SERIES- FRANKLINSTRATEGIC INCOME FUND	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN INVESTORS SECURITIES TRUST FRANKLIN FLOATING RATE DAILY ACCES*****	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN TEMPLETON LIMITED DURATION INCOME TRUST	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FRANKLIN CLO V LIMITED	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
FDP SERIES INC/FRANKLIN TEMPLETON TOTAL RETURN FDP FUND	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
BLUE SHIELD OF CALIFORNIA	500 EAST BROWARD BOULEVARD FORT LAUDERDALE,FL 33394-3000
COLUMBIA STRATEGIC INCOME FUND A SERIES OF COLUMBIA FUNDS SERIES TRUST I	50606 AMRIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0506
COLUMBIA FUNDS SERIES TRUST II-COLUMBIA FLOATING RATE FUND	50606 AMRIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0506
OREGON PUBLIC EMPLOYEES RETIREMENTFUND	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
KKR CORPORATE CREDIT PARTNERS LP	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
MARYLAND STATE RETIREMENT & PENSION SYSTEM	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701

ACE TEMPEST REINSURANCE LIMITED	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
KKR FLOATING RATE FUND LP	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
MARYLAND STATE RETIREMENT & PENSION SYSTEM	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
KKR FINANCIAL CLO 2006-1 LIMITED	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
MARYLAND STATE RETIREMENT & PENSION SYSTEM	50TH FLOOR555 CALIFORNIA STREET SAN FRANCISCO,CA 94104- 1701
MAINSTAY FLOATING RATE FUND	51 MADISON AVENUE NEW YORK,NY 10010
FLATIRON CLO 2007-1 LIMITED	51 MADISON AVENUE NEW YORK,NY 10010
NEW YORK LIFE INSURANCE COMPANY	51 MADISON AVENUE NEW YORK,NY 10010
NEW YORK LIFE INSURANCE & ANNUITY CORPORATION	51 MADISON AVENUE NEW YORK,NY10010
NYLIM FLATIRON CLO 2006-1 LIMITED	51 MADISON AVENUE NEW YORK,NY10010
MAINSTAY VP FLOATING RATE PORTFOLIO A SERIES OF MAINSTAY VP FUNDS TRUST	51 MADISON AVENUE NEW YORK,NY10010
CENTURION CDO 9 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005
CENT CDO 15 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005
CENT CDO 14 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005
CENT CDO 12 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005
CENTURION CDO 8 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005

CENTURION CDO 9 LIMITED	523 AMERIPRISE FINANCIAL CENTER MINNEAPOLIS,MN 55474- 0005
SYMPHONY CLO II LIMITED	555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104-1503, USA
SYMPHONY CLO VI LIMITED	555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104-1503, USA
QUALCOMM GLOBAL TRADING INC	5775 MOREHOUSE DRIVE SAN DIEGO,CA92121
QUALCOMM GLOBAL TRADING INC	5775 MOREHOUSE DRIVE SAN DIEGO,CA92121
IAM NATIONAL PENSION FUND	5TH FLOOR100 WILSHIRE BOULEVARD SANTA MONICA,CA90401
SSGA HIGH YIELD BOND FUND	5TH FLOORSTATE STREET FINANCIAL CENTER I LINCOLN STREET BOSTON,MA 02111-2900
HIGH YIELD BOND CTF (CMN1)	5TH FLOORSTATE STREET FINANCIAL CENTER I LINCOLN STREET BOSTON,MA 02111-2900
AVIVA LIFE & ANNUITY COMPANY	611 5TH AVENUE DES MOINES,IA 50309-1633
KATONAH X CLO LIMITED	6TH FLOOR295 MADISON AVENUE NEW YORK,NY 10017-7731
GALAXY VI CLO LIMITED	70 PINE STREET NEW YORK,NY10270
COLUMBIA VARIABLE PORTFOLIO STRATEGIC INCOME FUND	707 2ND AVENUE SOUTH MINNEAPOLIS,MN 55402-2405
HIGHBRIDGE PRINCIPAL STRATEGIES CREDIT OPPORTUNITIES MASTER FUND LP	712 FIFTH AVENUE NEW YORK,NY10019
ING SENIOR INCOME FUND	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258
ING PRIME RATE TRUST	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258
ING INVESTMENT MANAGEMENT CLO III LIMITED	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258
ING INVESTMENT MANAGEMENT CLO II LIMITED	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258
ING INVESTMENT MANAGEMENT CLO I LIMITED	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258

PHOENIX CLO II LIMITED	7337 EAST DOUBLETREE RANCH ROAD SCOTTSDALE,AZ 85258
ONEX SENIOR CREDIT FUND LP	910 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632-3306
ONEX SENIOR CREDIT II LP	910 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632-3306
OCP CREDIT TRUST	910 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632-3306
OCP CLO 2012-1 LIMITED	910 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632-3306
OCP PARTNERS LP	910 SYLVAN ROAD ENGLEWOOD CLIFFS,NJ 07632-3305
MOUNTAIN VIEW CLO III LIMITED	BOUNDARY HALLCRICKET SQUARE GEORGE TOWN,KY KY1- 1102
GALAXY X CLO LIMITED	C/O AIG GLOBAL INVESTMENT CORPORATI 25TH FLOOR175 WATER STREET NEW YORK,NY10038
SATURN CLO LIMITED	C/O AIG GLOBAL INVESTMENT CORPORATI 70 PINE STREET NEW YORK,NY10270
GALAXY VIII CLO LIMITED	C/O AIG GLOBAL INVESTMENT CORPORATI SUITE 3700ONE SUNAMERICA CENTER LOS ANGELES,CA90067
AIRLIE CLO 2006-II LIMITED	C/O AIRLIE CDO CAPITAL MANAGEMENT 115 EAST PUTNAM AVENUE GREENWICH,CT6830
AMMC CLO IV LIMITED	C/O AMERICAN MONEY MANAGEMENT CORPO 1 EAST 4TH STREET CINCINNATI,OH OH 45202
BALLYROCK CLO 2006-2 LIMITED	C/O BALLYROCK INVESTMENT ADVISORS 82 DEVONSHIRE STREET BOSTON,MA2109
MADISON PARK FUNDING III LIMITED	C/O CORPORATION SERVICE COMPANY SUITE 4002711 CENTERVILLE ROAD WILMINGTON,DE 19808-1645
MADISON PARK FUNDING VII LIMITED	C/O CORPORATION SERVICE COMPANY SUITE 4002711 CENTERVILLE ROAD WILMINGTON,DE 19808-1645

MADISON PARK FUNDING II LIMITED	C/O CORPORATION SERVICE COMPANY SUITE 4002711 CENTERVILLE ROAD WILMINGTON,DE 19808-1645
RAYTHEON MASTER PENSION TRUST	C/O CORPORATION SERVICE COMPANY SUITE 4002711 CENTERVILLE ROAD WILMINGTON,DE 19808-1645
MADISON PARK FUNDING V LIMITED	C/O CREDIT SUISSE ALTERNATIVE CAPIT 13TH FLOOR11 MADISON AVENUE NEW YORK,NY10010
MADISON PARK FUNDING VI LIMITED	C/O CREDIT SUISSE13TH FLOOR11 MADISON AVENUE NEW YORK,NY10010
MADISON PARK FUNDING IV LIMITED	C/O CREDIT SUISSE13TH FLOOR11 MADISON AVENUE NEW YORK,NY10010
EATON VANCE INSTITUTIONAL SENIOR LOAN FUND	C/O EATON VANCE MANAGEMENT 6TH FLOOR255 STATE STREET BOSTON,MA2109
WATERFRONT CLO 2007-1 LIMITED	C/O GRANDVIEW CAPITAL MANAGEMENT LL 820 MANHATTAN AVENUE MANHATTAN BEACH,CA 90266
TEN PARK SPC	C/O METLIFE INCORPORATED200 PARK AVENUE NEW YORK,NY10166
VIRGINIA RETIREMENT SYSTEM	C/O NATIONAL CORPORATE RESEARCH LIMITED, 615 SOUTH DUPONT HIGHWAY, DOVER, DE 19901-4517, USA
SYMPHONY CLO III LIMITED	C/O SYMPHONY ASSET MANAGEMENT LLC, 555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104-1605, USA
GALAXY VII CLO LIMITED	C/O THE BANK OF NEW YORK TRUST COMP 16TH FLOOR HOUSTON,TX 77002-3001
MOUNTAIN VIEW CLO II LIMITED	C/O TRUSCO CAPITAL MANAGEMENT INCOR 50 HURT PLAZA SOUTH EAST ATLANTA,GA30303
OBERHAUSEN SARL	FLOOR 32 40 WEST 57TH STREET NEW YORK,NY 10019-4001
HIGHBRIDGE LIQUID LOAN OPPORTUNITIES	FLOOR 32 40 WEST 57TH STREET

MASTER FUND LP	NEW YORK,NY 10019-4001
OPTIMUM TRUST-OPTIMUM FIXED INCOME FUND	FLOOR 38 2005 MARKET STREET PHILADELPHIA,PA 19103-7041
DELAWARE VIP TRUST-DELAWARE VIP DIVERSIFIED INCOME SERIES	FLOOR 38 2005 MARKET STREET PHILADELPHIA,PA 19103-7041
DELAWARE GROUP INCOME FUNDS-DELAWARE DIVERSIFIED FLOATING RATE FUND	FLOOR 38 2005 MARKET STREET PHILADELPHIA,PA 19103-7041
STICHTING PENSIOENFONDS VOOR HUISARTSEN	FLOOR 38 2005 MARKET STREET PHILADELPHIA,PA 19103-7041
DELAWARE DIVERSIFIED INCOME TRUST	FLOOR 38 2005 MARKET STREET PHILADELPHIA,PA 19103-7041
RACE POINT III CLO	ICC HOUSE 17 DAME STREET DUBLIN2
FUTURE FUND BOARD OF GUARDIANS	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
SANKATY SENIOR LOAN FUND LP	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
WELLPOINT INC	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
QANTAS SUPERANNUATION PLAN	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
SANKATY HIGH INCOME PARTNERSHIP LP	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
FUTURE FUND BOARD OF GUARDIANS	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
RACE POINT V CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
COMMUNITY INSURANCE COMPANY	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON,MA 02116-5023
MACQUARIE INCOME OPPORTUNITIES FUND	LEVEL 151 MARTIN PLACE SYDNEY NSW 2000
CREDIT SUISSE NOVA (LUX)	ONE CABOT SQUARE LONDON E14 4QJ
DELAWARE GROUP ADVISOR FUNDS-DELAWARE	ONE COMMERCE SQUARE

DIVERSIFIED INCOME FUND	PHILADELPHIA,PA19103
AMMC CLO III LIMITED	ONE EAST FOURTH STREET 855A CINCINNATI,OH 45202
FRANKLIN FLOATING RATE MASTER TRUST- FRANKLIN FLOATING RATE MASTER SERIES	ONE FRANKLIN PARKWAY SAN MATEO,CA 94404
BANK OF AMERICA NA	SUITE 1000 101 SOUTH TRYON STREET CHARLOTTE NC NORTH CAROLINA 28280-0010 US
PPM GRAYHAWK CLO LIMITED	SUITE 1200 225 WEST WACKER DRIVE CHICAGO,IL 60606
JNL/PPM AMERICA FLOATING RATE INCOME FUND	SUITE 1200 225 WEST WACKER DRIVE CHICAGO,IL 60606
GALLATIN CLO III 2007-1 LIMITED	SUITE 3300 535 MADISON AVENUE NEW YORK,NY 10022-4246
LATITUDE CLO II LIMITED	SUITE 650 1850 GATEWAY DRIVE SAN MATEO,CA 94404-4074
LATITUDE CLO III LIMITED	SUITE 650 1850 GATEWAY DRIVE SAN MATEO,CA 94404-4074
LATITUDE CLO I	SUITE 650 1850 GATEWAY DRIVE SAN MATEO,CA 94404-4074
RIDGEWORTH FUNDS-SEIX FLOATING RATE HIGH INCOME FUND	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
ROCHDALE FIXED INCOME OPPORTUNITIES PORTFOLIO	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
BAPTIST HEALTH SOUTH FLORIDA INC	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
BLUE CROSS OF IDAHO HEALTH SERVICE INC	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
MOUNTAIN VIEW FUNDING CLO 2006-1 LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
BAKER STREET FUNDING CLO 2005-1 LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
BAKER STREET CLO II LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER,NJ 07458-1937
FIDELITY ADVISOR SERIES I FIDELITY ADVISOR	SUITE F5A 82 DEVONSHIRE

FLOATING RATE HIGH INCOME FUND	STREET BOSTON,MA 02109-3605
BALLYROCK CLO 2006-1 LIMITED	SUITE F5A 82 DEVONSHIRE STREET BOSTON,MA 02109-3605
OPPENHEIMER SENIOR FLOATING RATE FUND	TWO WORLD FINANCIAL CENTER225 LIBERTY STREET NEW YORK,NY 10281-1008
CITIBANK NA	399 PARK AVENUE NEW YORK NYNEW YORK 10043-0001 US
WELLS FARGO BANK NA	101 NORTH PHILLIPS AVENUE SIOUX FALLS SDSOUTH DAKOTA 57104-6738 US
HSBC BANK PLC	8 CANADA SQUARE LONDON E14 5HQ GB
CASTLE HILL FIXED INCOME OPPORTUNITIES SARL	46A AVENUE JF KENNEDY L- 1855 LU
HRS INVESTMENT HOLDINGS LLC	14TH FLOOR 717 FIFTH AVENUE NEW YORK NYNEW YORK 10019- 8101 US
NELICO (NEW ENGLAND LIFE INSURANCECOMPANY)	1 MADISON AVENUE NEW YORK NYNEW YORK 10010-3603 US
OHA CREDIT PARTNERS VII LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NYNEW YORK 10036-7772 US
BENEFIT STREET PARTNERS CLO I LIMITED	50 KENNEDY PLAZA 18TH FLOOR PROVIDENCE RIRHODE ISLAND 02903-2393 US
OHA LOAN FUNDING 2012-1 LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NYNEW YORK 10036-7772 US
LONGFELLOW PLACE CLO LIMITED	699 BOYLSTON STREET BOSTON MAMASSACHUSETTS 2116 US
PACIFICA CDO VI LIMITED	7TH FLOOR 200 PARK AVENUE NEW YORK NYNEW YORK 10166- 0005 US
WESTWOOD CDO II LIMITED	C/O THE BANK OF NEW YORK MELLON TRU SUITE 200 LOS ANGELES CACALIFORNIA 90017- 4104 US
WESTWOOD CDO I LIMITED	7TH FLOOR 200 PARK AVENUE NEW YORK NYNEW YORK 10166- 0005 US
PACIFICA CDO V LIMITED	C/O ALCENTRA INC SUITE 1550 10877 WILSHIRE BOULEVARD LOS

	ANGELES CACALIFORNIA 90024 US
VERITAS CLO II LIMITED	7TH FLOOR 200 PARK AVENUE NEW YORK NYNEW YORK 10166-0090 US
ONE WALL STREET CLO II LIMITED	7TH FLOOR 200 PARK AVENUE NEW YORK NYNEW YORK 10166-0090 US
SHACKLETON I CLO LIMITED	7TH FLOOR 200 PARK AVENUE NEW YORK NYNEW YORK 10166-0090 US
NACM CLO I	600 WEST BROADWAY SAN DIEGO CACALIFORNIA 92101-3311 US
WEST CLO 2012-1 LIMITED	600 WEST BROADWAY SAN DIEGO CACALIFORNIA 92101-3311 US
AIMCO CLO SERIES 2005-A	3075 SANDERS ROAD NORTHBROOK ILLINOIS 60062 US
AIMCO CLO SERIES 2006-A	3075 SANDERS ROAD NORTHBROOK ILLINOIS 60062 US
ACAS CLO 2007-1 LIMITED	26TH FLOOR 505 5TH AVENUE NEW YORK NYNEW YORK 10017-4910 US
ACAS CLO 2012-1 LIMITED	26TH FLOOR 505 5TH AVENUE NEW YORK NYNEW YORK 10017-4910 US
ACAS CLO 2013-1 LIMITED	26TH FLOOR 505 5TH AVENUE NEW YORK NYNEW YORK 10017-4910 US
AMMC CLO XI LIMITED	ONE EAST FOURTH STREET 855A CINCINNATI OHOHIO 45202 US
AMMC CLO XII LIMITED	ONE EAST FOURTH STREET 855A CINCINNATI OHOHIO 45202 US
GULF STREAM-SEXTANT CLO 2007-1 LIMITED	C/O GULF STREAM ASSET MANAGEMENT LL SUITE 475 THE ROTUNDA BUILDING 4201 CONGRESS STREET CHARLOTTE NCNORTH CAROLINA 28209 US
NEPTUNE FINANCE CCS LIMITED	SUITE 475 4201 CONGRESS STREET CHARLOTTE NCNORTH CAROLINA 28209 US
LEVERAGESOURCE V SARL	44TH AVENUE JOHN FITZGERALD KENNEDY L-1855 LU

GULF STREAM-COMPASS CLO 2007 LIMITED	SUITE 475 4201 CONGRESS STREET CHARLOTTE NC NORTH CAROLINA 28209 US
DOUBLE HAUL TRADING LLC	FLOOR 36 303 PEACHTREE STREET NORTHEAST ATLANTA GAGEORGIA 30308-3201 US
TETON FUNDING LLC	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
APOLLO CREDIT SENIOR LOAN FUND LP	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
APOLLO SENIOR FLOATING RATE FUND INC	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
ALM IV LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
LSR LOAN FUNDING LLC	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
ALM VI LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
GULF STREAM-SEXTANT CLO 2006-I LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
ALM V LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
ENERGIZER 3 EUR LOAN FUNDING LIMITED	2ND FLOOR 11-12 WARRINGTON PLACE DUBLIN 2 IE
ALM VII LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
ANS EUROPE (LUX) SARL	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
STONE TOWER CLO V LIMITED	C/O DEUTSCHE BANK (CAYMAN) LIMITED SECOND FLOOR GEORGE TOWN KY1-1104 KY
RAMPART CLO 2006-I LIMITED	152 W 57TH STREET NEW YORK 10019 US
CORNERSTONE CLO LIMITED	6TH FLOOR 152 W 57TH STREET NEW YORK 10019 US
STONE TOWER CLO VII LIMITED	C/O STONE TOWER DEBT ADVISORS LLC, 6TH FLOOR 152 WEST 57TH STREET NEW YORK NY NEW YORK 10019 US
RAMPART CLO 2007 LIMITED	152 WEST 57TH STREET NEW YORK 10019-3310 US

STONE TOWER CLO VI LIMITED	152 W 57TH STREET NEW YORK 10019 US
ALM LOAN FUNDING 2010-3	FLOOR 2 2 MANHATTANVILLE ROAD PURCHASE NYNEW YORK 10577-2113 US
GULF STREAM-RASHINBAN CLO 2006-1 LIMITED	SUITE 475 4201 CONGRESS STREET CHARLOTTE NCNORTH CAROLINA 28209 US
APOLLO/PALMETTO SHORT-MATURITY LOAN PORTFOLIO LP	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
APOLLO CREDIT FUNDING I LIMITED	43RD FLOOR 9 WEST 57TH STREET NEW YORK 10019-2700 US
SEI INSTITUTIONAL INVESTMENTS TRUST- OPPORTUNISTIC INCOME FUND	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES CACALIFORNIA 90067-4700 US
ARES XXV CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES CACALIFORNIA 90067-4700 US
AVENUE CLO III LIMITED	15TH FLOOR 535 MADISON AVENUE NEW YORK 10022-4274 US
ESURE INSURANCE LIMITED	SUITE 1000 215 10TH STREET DES MOINES IAIOWA 50309-3615 US
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY	1295 STATE STREET SPRINGFIELD MAMASSACHUSETTS 1111US
CM LIFE INSURANCE COMPANY	1295 STATE STREET SPRINGFIELD MAMASSACHUSETTS 01111-000 US
BABSON CLO LIMITED 2005-III	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
XELO VII LIMITED	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
CASCADE INVESTMENT LLC	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
BILL & MELINDA GATES FOUNDATION TRUST	PO BOX 919048 SUITE 500 SAN DIEGO CACALIFORNIA 92191-9048 US
BABSON CAPITAL GLOBAL LOANS LIMITED	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
BABSON CAPITAL FLOATING RATE INCOME MASTER FUND LP	INDEPENDENCE WHARF 470 ATLANTIC AVENUE BOSTON

	MAMASSACHUSETTS 02110-2208 US
BABSON CLO LIMITED 2011-I	INDEPENDENCE WHARF 470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 02110-2208 US
BABSON CLO LIMITED 2012-I	INDEPENDENCE WHARF 470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 02110-2208 US
BABSON CLO LIMITED 2012-II	INDEPENDENCE WHARF 470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 02110-2208 US
BABSON CLO LIMITED 2005-I	C/O BABSON CAPITAL MANAGEMENT LLC 1 MEMORIAL DRIVE CAMBRIDGE MAMASSACHUSETTS 2142 US
BABSON CLO LIMITED 2005-II	C/O BABSON CAPITAL MANAGEMENT LLC 1 MEMORIAL DRIVE CAMBRIDGE MAMASSACHUSETTS 2142 US
BABSON CLO LIMITED 2006-I	C/O BABSON CAPITAL MANAGEMENT LLC 1 MEMORIAL DRIVE CAMBRIDGE MAMASSACHUSETTS 2142 US
CLEAR LAKE CLO LIMITED	400 SOUTH HOPE STREET LOS ANGELES CALIFORNIA 90071 US
ST JAMES RIVER CLO LIMITED	400 SOUTH HOPE STREET LOS ANGELES CALIFORNIA 90071 US
BABSON MID-MARKET CLO LIMITED 2007-II	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
BABSON CLO LIMITED 2006-II	470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 2110 US
SAPPHIRE VALLEY CDO 1 LIMITED	INDEPENDENCE WHARF 470 ATLANTIC AVENUE BOSTON MAMASSACHUSETTS 02110-2208 US
DIAMOND LAKE CLO LIMITED	SUITE 2400 201 SOUTH COLLEGE STREET CHARLOTTE NC NORTH CAROLINA 28244-0200 US
CFS WHOLESALE GLOBAL CORPORATE DEBT FUND	129 RUE ST-JACQUES MONTREAL NOT USED QC H2Y 1L6 CA
BARCLAYS BANK PLC	200 PARK AVENUE NEW YORK 10166-0005 US

BLACKROCK LIMITED DURATION INCOME TRUST	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK FLOATING RATE INCOME TRUST	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK SENIOR FLOATING RATE PORTFOLIO	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK SENIOR INCOME SERIES IV	40 EAST 52ND STREET YORK 10022 US	NEW
DEBT STRATEGIES FUND INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK SENIOR INCOME SERIES V LIMITED	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK DEFINED OPPORTUNITY CREDIT TRUST	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK FLOATING RATE INCOME STRATEGIES FUND INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK SENIOR HIGH INCOME FUND INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK GLOBAL INVESTMENT SERIES:INCOME STRATEGIES PORTFOLIO	40 EAST 52ND STREET YORK 10022 US	NEW
MET INVESTORS SERIES TRUST-BLACKROCK HIGH YIELD PORTFOLIO	40 EAST 52ND STREET YORK 10022-5911 US	NEW
BLACKROCK CORPORATE HIGH YIELD FUND III INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK CORPORATE HIGH YIELD FUND INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK CORPORATE HIGH YIELD FUND VI INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK CORPORATE HIGH YIELD FUND V INC	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK HIGH INCOME SHARES	40 EAST 52ND STREET YORK 10022 US	NEW
BLACKROCK FIXED INCOME PORTABLE ALPHA MASTER SERIES TRUST	40 EAST 52ND STREET YORK 10022 US	NEW
BR-FRI	40 EAST 52ND STREET YORK 10022-5911 US	NEW
IRONSHORE INC	SWAN BUILDING 26 VICTORIA STREET HAMILTON HM12 BM	
BLACKROCK STRATEGIC BOND TRUST	800 SCUDDERS MILL ROAD	

	PLAINSBORO NJNEW JERSEY 8536 US
BLACKROCK HIGH YIELD TRUST	800 SCUDDERS MILL ROAD PLAINSBORO NJNEW JERSEY 8536 US
JPMBI RE BLACKROCK BANK LOAN FUND	C/O BLACKROCK ADVISORS (UK) LIMITED MURRAY HOUSE LONDON EC3N 4QN GB
BLACKROCK FUNDS II BLACKROCK STRATEGIC INCOME OPPORTUNITIES PORTFOLIO	40 EAST 52ND STREET NEW YORK 10022 US
BMI CLO I	40 EAST 52ND STREET NEW YORK 10022-5911 US
ALLIED WORLD ASSURANCE COMPANY LIMITED	33 KING WILLIAM STREET LONDON EC4R 9AS GB
BLACKROCK GLOBAL LONG/SHORT CREDITFUND BLACKROCK FUNDS	40 EAST 52ND STREET NEW YORK 10022-5911 US
BLACKROCK FUNDS II BLACKROCK HIGH YIELD BOND PORTFOLIO	40 EAST 52ND STREET NEW YORK 10022-5911 US
ADVANCED SERIES TRUST-AST BLACKROCK GLOBAL STRATEGIES PORTFOLIO	40 EAST 52ND STREET NEW YORK 10022-5911 US
US SPECIALTY INSURANCE COMPANY	40 EAST 52ND STREET NEW YORK 10022-5911 US
BLACKROCK FUNDS II BLACKROCK MULTI-ASSET INCOME PORTFOLIO	40 EAST 52ND STREET NEW YORK 10022-5911 US
HOUSTON CASUALTY COMPANY	40 EAST 52ND STREET NEW YORK 10022-5911 US
DSBHY	40 EAST 52ND STREET NEW YORK 10022-5911 US
PERMANENS CAPITAL LP	40 EAST 52ND STREET NEW YORK 10022-5911 US
PPL SERVICES CORPORATION MASTER TRUST	40 EAST 52ND STREET NEW YORK 10022-5911 US
NAVY EXCHANGE SERVICE COMMAND RETIREMENT TRUST	40 EAST 52ND STREET NEW YORK 10022-5911 US
MAGNETITE VI LIMITED	40 EAST 52ND STREET NEW YORK 10022-5911 US
MAGNETITE V CLO LIMITED	40 EAST 52ND STREET NEW YORK 10022 US
BLACKROCK SENIOR INCOME SERIES	40 EAST 52ND STREET NEW YORK 10022 US

BLACKROCK SENIOR INCOME SERIES II	40 EAST 52ND STREET NEW YORK 10022 US
EMPLOYEES' RETIREMENT FUND OF THE CITY OF DALLAS	40 EAST 52ND STREET NEW YORK 10022 US
THE PNC FINANCIAL SERVICES GROUP INC PENSION PLAN	40 EAST 52ND STREET NEW YORK 10022-5911 US
BLUEMOUNTAIN CLO II LIMITED	5TH FLOOR 280 PARK AVENUE NEW YORK NYNEW YORK 10017- 1216 US
BLUEMOUNTAIN CLO III LIMITED	5TH FLOOR 280 PARK AVENUE NEW YORK NYNEW YORK 10017- 1216 US
BLUEMOUNTAIN CLO 2011-1 LIMITED	5TH FLOOR 280 PARK AVENUE NEW YORK NYNEW YORK 10017- 1216 US
BLUEMOUNTAIN CLO 2012-1 LIMITED	5TH FLOOR 280 PARK AVENUE NEW YORK NYNEW YORK 10017- 1216 US
BLUEMOUNTAIN CLO 2012-2 LIMITED	5TH FLOOR 280 PARK AVENUE NEW YORK NYNEW YORK 10017- 1216 US
NANTUCKET CLO I LIMITED	6TH FLOOR 75 STATE STREET BOSTON MASSACHUSETTS 02109-1827 US
BATTALION CLO III LIMITED	SUITE 1600 399 PARK AVENUE NEW YORK NYNEW YORK 10022- 4415 US
ICE REM CLO LIMITED	SUITE 1050 9665 WILSHIRE BOULEVARD BEVERLY HILLS CALIFORNIA 90212-2317 US
ICE GLOBAL CREDIT CLO LIMITED	11TH FLOOR 2000 AVENUE OF THE STARS LOS ANGELES CALIFORNIA 90067 US
CARLYLE HIGH YIELD PARTNERS VIII LIMITED	17TH FLOOR 601 TRAVIS STREET HOUSTON TXTEXAS 77002 US
CARLYLE HIGH YIELD PARTNERS IX LIMITED	17TH FLOOR 601 TRAVIS STREET HOUSTON TXTEXAS 77002 US
CARLYLE HIGH YIELD PARTNERS X LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
MOUNTAIN CAPITAL CLO VI LIMITED	31ST FLOOR 1114 AVENUE OF AMERICAS NEW YORK NYNEW

	YORK 10036 US
CARLYLE DAYTONA CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE MCLAREN CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2011-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
FOOTHILL CLO I LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-2 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-3 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-4 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
MOUNTAIN CAPITAL CLO V LIMITED	3-3 MARUNOUCHI 1-CHOME CHIYODA-KU TOKYO 100-8210 JP
CARLYLE AZURE CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CARLYLE VEYRON CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DCDISTRICT OF COLUMBIA 20004- 2505 US
CIFC FUNDING 2006-I LIMITED	5TH FLOOR 250 PARK AVENUE NEW YORK NYNEW YORK 10177- 0001 US
HEWETTS ISLAND CLO V LIMITED	5TH FLOOR 250 PARK AVENUE NEW YORK NYNEW YORK 10177- 0001 US
HEWETT'S ISLAND CLO VI LIMITED	5TH FLOOR 250 PARK AVENUE

	NEW YORK NYNEW YORK 10177-0001 US
CIT CLO I LIMITED	1 CIT DRIVE LIVINGSTON NJNEW JERSEY 7039 US
REGATTA FUNDING LIMITED	PO BOX 1093 QUEENSGATE HOUSE GEORGE TOWN KY1-1102 KY
DUANE STREET CLO IV LIMITED	FLOOR 7 399 PARK AVENUE NEW YORK 10004-2538 US
DUANE STREET CLO II LIMITED	FLOOR 7 399 PARK AVENUE NEW YORK 10004-2538 US
DUANE STREET CLO III LIMITED	FLOOR 7 399 PARK AVENUE NEW YORK 10004-2538 US
CENT CLO 16 LP	50606 AMRIPRISE FINANCIAL CENTER MINNEAPOLIS MNMINNESOTA 55474-0506 US
CENT CLO 17 LIMITED	50606 AMRIPRISE FINANCIAL CENTER MINNEAPOLIS MNMINNESOTA 55474-0506 US
ATRIUM V	11 MADISON AVENUE NEW YORK NYNEW YORK 10010-3629 US
CREDIT SUISSE DOLLAR SENIOR LOAN FUND LIMITED	1 MADISON AVENUE NEW YORK NYNEW YORK 10010-3629 US
COMMONWEALTH OF PENNSYLVANIA	13TH FLOOR 11 MADISON AVENUE NEW YORK 10010 US
MADISON PARK FUNDING IX LIMITED	11 MADISON AVENUE NEW YORK NYNEW YORK 10010-3629 US
MADISON PARK FUNDING X LIMITED	13TH FLOOR 11 MADISON AVENUE NEW YORK 10010 US
CREDIT SUISSE FLOATING RATE HIGH INCOME FUND	13TH FLOOR 11 MADISON AVENUE NEW YORK 10010 US
IHC HEALTH SERVICES INC	ONE CABOT SQUARE LONDON E14 4QJ GB
IHC PENSION PLAN DIRECTED TRUST	ONE CABOT SQUARE LONDON E14 4QJ GB
BLT 39 LLC	11 MADISON AVENUE NEW YORK NYNEW YORK 10010-3643 US
BLT 24 LLC	11 MADISON AVENUE NEW YORK 10010 US
MAC CAPITAL LIMITED	C/O TCW ASSET MANAGEMENT COMPANY SUITE 4700 NEW YORK

	NYNEW YORK 10020-1104 US
WEST BEND MUTUAL INSURANCE COMPANY	1900 SOUTH 18TH AVENUE WEST BEND WISCONSIN 53095 US
CRESCENT SENIOR SECURED FLOATING RATE LOAN FUND LLC	SUITE 2200 200 PARK AVENUE NEW YORK 10166 US
VITESSE CLO LIMITED	C/O TCW ASSET MANAGEMENT COMPANY SUITE 4700 NEW YORK NYNEW YORK 10020 US
TCW SENIOR SECURED LOAN FUND LP	200 PARK AVENUE NEW YORK 10166 US
RGA REINSURANCE COMPANY	1370 TIMBERLAKE MANOR PARKWAY CHESTERFIELD MISSOURI 63017-6039 US
VERIZON INVESTMENT MANAGEMENT CORPORATION-BELL ATLANTIC MASTER TRUST	865 SOUTH FIGUEROA STREET LOS ANGELES CALIFORNIA 90017 US
TCW CAPITAL TRUST	865 SOUTH FIGUEROA STREET LOS ANGELES CALIFORNIA 90017 US
ILLINOIS STATE BOARD OF INVESTMENT(TCW NY)	865 SOUTH FIGUEROA STREET LOS ANGELES CALIFORNIA 90017 US
PALMETTO INVESTORS MASTER FUND LLC	11100 SANTA MONICA BOULEVARD LOS ANGELES CALIFORNIA 90025-3384 US
MOMENTUM CAPITAL FUND LIMITED	11100 SANTA MONICA BOULEVARD LOS ANGELES CALIFORNIA 90025-3384 US
CRESCENT CAPITAL HIGH INCOME FUND LP	11100 SANTA MONICA BOULEVARD LOS ANGELES CALIFORNIA 90025-3384 US
ATLAS SENIOR LOAN FUND LIMITED	11100 SANTA MONICA BOULEVARD LOS ANGELES CALIFORNIA 90025-3384 US
ATLAS SENIOR LOAN FUND II LIMITED	11100 SANTA MONICA BOULEVARD LOS ANGELES CALIFORNIA 90025-3384 US
SHASTA CLO I LIMITED	712 FIFTH AVENUE NEW YORK 10019 US
APIDOS QUATTRO CDO	4TH FLOOR BOUNDARY HALL GEORGE TOWN Y1-1102 KY
ACA CLO 2006-2 LIMITED	47TH FLOOR 140 BROADWAY

	NEW YORK 10005-1106 US
APIDOS CDO IV LIMITED	12TH FLOOR 712 5TH AVENUE NEW YORK NYNEW YORK 10019-4154 US
APIDOS CDO III	12TH FLOOR 712 5TH AVENUE NEW YORK NYNEW YORK 10019-4154 US
SIERRA CLO II LIMITED	12TH FLOOR 712 5TH AVENUE NEW YORK NYNEW YORK 10019-4154 US
DEUTSCHE BANK AG-NEW YORK BRANCH	60 WALL STREET NEW YORK NYNEW YORK 10005-2858 US
DWS FLOATING RATE FUND	345 PARK AVENUE NEW YORK NYNEW YORK 10154-0004 US
MT WHITNEY SECURITIES INC	345 PARK AVENUE NEW YORK NYNEW YORK 10154-0004 US
DWS ENHANCED COMMODITY STRATEGY FUND	345 PARK AVENUE NEW YORK 10154 US
DWS ULTRA-SHORT DURATION FUND	345 PARK AVENUE NEW YORK NYNEW YORK 10154-0004 US
DWS SHORT DURATION FUND	345 PARK AVENUE NEW YORK NYNEW YORK 10154-0004 US
FLAGSHIP CLO V	345 PARK AVENUE NEW YORK 10154-0004 US
FLAGSHIP CLO IV	345 PARK AVENUE NEW YORK 10154 US
HIGH INCOME OPPORTUNITIES PORTFOLIO	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US
BOSTON INCOME PORTFOLIO	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US
TRANSAMERICA PARTNERS HIGH YIELD BOND PORTFOLIO	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US
COLUMBIA FUNDS VARIABLE SERIES TRUST II-VARIABLE PORTFOLIO-EATON VANCE*****	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US
STICHTING BEDRIJFSATAKPENSIOENFONDS VOOR HET BEROEPSVERVOER OVER DE WEG	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US

GRAYSON CLO LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
EATON VANCE TRUST COMPANY CIT FOR EMPLOYEE BENEFIT PLANS II-HIGH YIELD FUND	255 STATE STREET BOSTON MAMASSACHUSETTS 2109 US
EATON VANCE TRUST COMPANY CIT FOR EMPLOYEE BENEFIT PLANS-HIGH YIELD FUND	2 INTERNATIONAL PLACE BOSTON MAMASSACHUSETTS 02110-4104 US
FIRST TRUST SENIOR FLOATING RATE INCOME FUND II	SUITE 400 120 E LIBERTY DRIVE WHEATON ILLINOIS 60187-5455 US
ADVANCED SERIES TRUST-AST FIRST TRUST BALANCED TARGET PORTFOLIO	SUITE 400 120 E LIBERTY DRIVE WHEATON ILLINOIS 60187-5455 US
FRANKLIN INVESTORS SECURITIES TRUST-FRK TOTAL RETURN	1 FRANKLIN PARKWAY SAN MATEO CACALIFORNIA 94404-1906 US
FRANKLIN CLO VI LIMITED	500 EAST BROWARD BOULEVARD FORT LAUDERDALE FLFLORIDA 33394-3000 US
FRANKLIN LOW DURATION TOTAL RETURNFUND CUSTODIAN INTERNAL A/C 998991-B*****	1 FRANKLIN PARKWAY SAN MATEO CACALIFORNIA 94404-1906 US
GOLDENTREE LOAN OPPORTUNITIES III LIMITED	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK Ny 10022-7 US
GOLDENTREE LOAN OPPORTUNITIES IV	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK Ny 10022-7 US
GOLDENTREE LOAN OPPORTUNITIES V LIMITED	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK Ny 10022-7 US
CITY OF NEW YORK GROUP TRUST	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK 10022-7403 US
HEALTH NET OF CALIFORNIA INCORPORATED	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK 10022-7403 US
GOLDEN TREE LOAN OPPORTUNITIES VI LIMITED	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK 10022-7403 US
SWISS CAPITAL PRO LOAN V PLC	SUITE 21 21ST FLOOR NEW YORK NYNEW YORK 10022-7403 US
VIRTUS SENIOR FLOATING RATE FUND	101 MUNSON STREET GREENFIELD MAMASSACHUSETTS 01301-9684 US
VIRTUS SENIOR FLOATING RATE FUND	SUITE 500 909 MONTGOMERY STREET SAN FRANCISCO CACALIFORNIA 94133-4653 US

VIRTUS MULTI-SECTOR SHORT TERM BOND FUND	SUITE 500 909 MONTGOMERY STREET SAN FRANCISCO CALIFORNIA 94133-4653 US
BJC HEALTH SYSTEM	FLOOR 32 345 PARK AVENUE NEW YORK NY NEW YORK 10154-3000 US
MAPS CLO FUND II LIMITED	11TH FLOOR 280 PARK AVENUE NEW YORK 10017-1216 US
GALE FORCE 3 CLO LIMITED	C/O GSO CAPITAL PARTNERS LP 11TH FLOOR 280 PARK AVENUE NEW YORK 10017 US
CALLIDUS DEBT PARTNERS CLO FUND VILIMITED	C/O CALLIDUS CAPITAL MANAGEMENT LLC 27TH FLOOR 520 MADISON AVENUE NEW YORK 10022 US
INWOOD PARK CDO LIMITED	C/O GSO CAPITAL PARTNERS LP 11TH FLOOR 280 PARK AVENUE NEW YORK NY 10017 KY
RIVERSIDE PARK CLO LIMITED	11TH FLOOR 280 PARK AVENUE NEW YORK 10017 US
PROSPECT PARK CDO LIMITED	345 PARK AVENUE NEW YORK 10154-0004 US
BROAD STREET FUNDING LLC	C/O FS INVESTMENT CORPORATION SUITE 675 PHILADELPHIA PENNSYLVANIA 19104-3622 US
CENTRAL PARK CLO LIMITED	11TH FLOOR 280 PARK AVENUE NEW YORK 10017-1216 US
ARCH STREET FUNDING LLC	FLOOR 32 345 PARK AVENUE NEW YORK NY NEW YORK 10154-3000 US
PPG INDUSTRIES INC PENSION PLAN TRUST	FLOOR 32 345 PARK AVENUE NEW YORK NY NEW YORK 10154-3000 US
RITTENHOUSE LOAN FUNDING LLC	11TH FLOOR 280 PARK AVENUE NEW YORK 10017-1216 US
LOCUST STREET FUNDING LLC	11TH FLOOR 280 PARK AVENUE NEW YORK 10017-1216 US
BLACKSTONE/GSO STRATEGIC CREDIT FUND	C/O GSO/BLACKSTONE DEBT FUNDS MANAG 11TH FLOOR 280 PARK AVENUE NEW YORK NY NEW YORK 10017-1216 US
MARINE PARK CLO LIMITED	11TH FLOOR 280 PARK AVENUE NEW YORK 10017-1216 US
GULF STREAM-RASHINBAN CLO 2006-I LIMITED	SUITE 475 4201 CONGRESS STREET

	CHARLOTTE NCNORTH CAROLINA 28209 US
BACCHUS (US) 2006-1 LIMITED	C/O THE BANK OF NEW YORK TRUST COMP 17TH FLOOR 601 TRAVIS STREET HOUSTON TXTEXAS 77002-3001 US
HARCH CLO III LIMITED	621 NORTH WEST 53RD STREET BOCA RATON FLFLORIDA 33487- 8235 US
THE HARTFORD STRATEGIC INCOME FUND	55 FARMINGTON AVENUE HARTFORD CTCONNECTICUT 6105 US
THE HARTFORD SHORT DURATION FUND	55 FARMINGTON AVENUE HARTFORD CTCONNECTICUT 6105 US
HIGHBRIDGE LOAN MANAGEMENT 2012-1 LIMITED	FLOOR 32 40 WEST 57TH STREET NEW YORK NYNEW YORK 10019- 4001 US
HIGHLAND FLOATING RATE OPPORTUNITIES FUND	SUITE 800 13455 NOEL ROAD DALLAS TXTEXAS 75240 US
EASTLAND CLO LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP SUITE 800 TWO GALLERIA TOWER 13455 NOEL ROAD DALLAS TXTEXAS 75240- 1530 US
STRATFORD CLO LIMITED	SUITE 800 13455 NOEL ROAD DALLAS TXTEXAS 75240-6620 US
HIGHLAND CREDIT OPPORTUNITIES CDO LIMITED	C/O HIGHLAND CREDIT OPPORTUNITIES C SUITE 1300 13455 NOEL ROAD DALLAS TXTEXAS 75240 US
LONGHORN CREDIT FUNDING LLC	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
ROCKWALL CDO II LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP SUITE 800 13455 NOEL ROAD DALLAS TXTEXAS 75240 US
GREENBRIAR CLO LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
ABERDEEN LOAN FUNDING LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
NEXPOINT CREDIT STRATEGIES FUND	C/O HIGHLAND CAPITAL MANAGEMENT LP 8TH FLOOR NEXBANK TOWER 13455 NOEL ROAD DALLAS TXTEXAS 75240-

	1530 US
WESTCHESTER CLO LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
ACIS CLO 2013-1 LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
SOUTHFORK CLO LIMITED	1300 TWO GALLERIA TOWER 13455 NOEL ROAD DALLAS TXTEXAS 75240 US
JASPER CLO LIMITED	C/O OGIER FIDUCIARY SERVICES (CAYMA PO BOX 1234 QUEENSGATE HOUSE SOUTH CHURCH STREET GEORGE TOWN KY1-1108 KY
LIBERTY CLO LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP 1300 TWO GALLERIA TOWER 13455 NOEL ROAD DALLAS TXTEXAS 75240 US
GLENEAGLES CLO LIMITED	SUITE 700 300 CRESENT COURT DALLAS TXTEXAS 75201-7849 US
HILLMARK FUNDING LIMITED	QUEENSGATE HOUSE GEORGE TOWN KY1-1102 KY
ING INVESTMENT TRUST COMPANY PLAN FOR EMPLOYEE BENEFIT INVESTMENTS FUN*****	230 PARK AVENUE NEW YORK 10169-0005 US
BAYERNINVEST ALTERNATIVE LOAN-FONDS	230 PARK AVENUE NEW YORK 10169-0005 US
ING IM CLO 2012-2 LIMITED	230 PARK AVENUE NEW YORK 10169-0005 US
ING IM CLO 2012-3 LIMITED	230 PARK AVENUE NEW YORK 10169-0005 US
ING IM CLO 2012-4 LIMITED	230 PARK AVENUE NEW YORK 10169-0005 US
INVESCO SENIOR LOAN FUND	C/O VAN KAMPEN ASSET MANAGEMENT 5TH FLOOR 1 PARKVIEW PLAZA OAKBROOK TERRACE OAKBROOK ILLINOIS 60181 US
INVESCO SENIOR INCOME TRUST	1 PARKVIEW PLAZA VILLA PARK ILLINOIS 60181-4400 US
WASATCH CLO LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NYNEW YORK 10036- 2708 US
SARATOGA CLO I LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NYNEW YORK 10036-

	2708 US
LIMEROCK CLO I	C/O INVESCO SENIOR SECURED MANAGEMENT 1166 AVENUE OF THE AMERICAS NEW YORK 10036 US
DIVERSIFIED CREDIT PORTFOLIO LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
MSIM PECONIC BAY LIMITED	1221 AVENUE OF THE AMERICAS NEW YORK 10020 US
INVESCO DYNAMIC CREDIT OPPORTUNITIES FUND	SUITE 4200 1221 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10020-1001 US
NAUTIQUE FUNDING LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
INVESCO FLOATING RATE FUND	1360 PEACHTREE ATLANTA GEORGIA 30309-3200 US
ZODIAC FUNDS-INVESCO US SENIOR LOAN FUND	1360 PEACHTREE ATLANTA GEORGIA 30309-3200 US
POWERSHARES SENIOR LOAN PORTFOLIO	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
INVESCO ZODIAC FUNDS-INVESCO US SENIOR LOAN FUND	SUITE 100 11 EAST GREENWAY PLAZA HOUSTON TX TEXAS 77046- 1113 US
ARROWOOD INDEMNITY COMPANY	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
ARROWOOD INDEMNITY COMPANY AS ADMINISTRATOR OF THE PENSION PLAN OF ARRO*****	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
MEDICAL LIABILITY MUTUAL INSURANCE COMPANY	1360 PEACHTREE ATLANTA GEORGIA 30309-3200 US
CHILDRENS HEALTHCARE OF ATLANTA INC	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
AVALON IV CAPITAL LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US
MAREA CLO LIMITED	1166 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036- 2708 US

BOC PENSION INVESTMENT FUND	1360 PEACHTREE ATLANTA GAGEORGIA 30309-3200 US
THE CITY OF NEW YORK GROUP TRUST	1360 PEACHTREE ATLANTA GAGEORGIA 30309-3200 US
CONFLUENT 3 LIMITED	19-20 CITY QUAY DUBLIN 2 IE
MONTPELIER CAPITAL LIMITED	50TH FLOOR 555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104-1503 US
KKR FINANCIAL CLO 2012-1 LIMITED	50TH FLOOR 555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104-1503 US
KKR FINANCIAL CLO 2007-1 LIMITED	50 FLOOR 555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94101 US
KVK CLO 2012-2 LIMITED	SUITE 1330 200 WEST MONROE CHICAGO ILLINOIS 60606-5015 US
KVK CLO 2013-1 LIMITED	SUITE 1330 200 WEST MONROE CHICAGO ILLINOIS 60606-5015 US
LCM XII LIMITED PARTNERSHIP	22ND FLOOR 399 PARK AVENUE NEW YORK NYNEW YORK 10022- 4689 US
LCM XI LIMITED PARTNERSHIP	22ND FLOOR 399 PARK AVENUE NEW YORK NYNEW YORK 10022- 4689 US
LORD ABBETT INVESTMENT TRUST-LORD ABBETT FLOATING RATE FUND	90 HUDSON STREET JERSEY CITY NJNEW JERSEY 7302 US
MACQUARIE DIVERSIFIED FIXED INTEREST FUND	LEVEL 15 1 MARTIN PLACE SYDNEY NSW 2000 AU
HIGHLAND/IBOXX SENIOR LOAN ETF	SUITE 800 TWO GALLERIA TOWER 13455 NOEL ROAD DALLAS TXTEXAS 75240-1530 US
LANDMARK VII CDO LIMITED	ALADDIN CAPITAL MANAGEMENT LLC 6 LANDMARK SQUARE STAMFORD CTCONNECTICUT 06901-2704 US
VENTURE VI CDO LIMITED	C/O THE BANK OF NEW YORK 17TH FLOOR HOUSTON TXTEXAS 77002-3001 US
VENTURE VII CDO LIMITED	29TH FLOOR 12 EAST 49TH STREET NEW YORK NYNEW YORK 10017- 1028 US

VENTURE V CDO LIMITED	C/O MJX ASSET MANAGEMENT LIMITED 29TH FLOOR NEW YORK NY NEW YORK 10017-1028 US
MORGAN STANLEY SENIOR FUNDING INC	1585 BROADWAY NEW YORK 10036-8200 US
NEUBERGER BERMAN STRATEGIC INCOME FUND	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
LIGHTPOINT CLO VIII LIMITED	C/O NEUBERGER BERMAN FIXED INCOME L SUITE 2400 190 LASALLE STREET CHICAGO ILLINOIS 60603 US
LIGHTPOINT CLO VII	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
NEUBERGER BERMAN-FLOATING RATE INCOME FUND	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
NB GLOBAL FLOATING RATE INCOME FUND LIMITED	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
JNL/NEUBERGER BERMAN STRATEGIC INCOME FUND	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
NEUBERGER BERMAN CLO XII LIMITED	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
NEUBERGER BERMAN CLO XIII LIMITED	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
LIGHTPOINT CLO V LIMITED	C/O LIGHTPOINT CAPITAL MANAGEMENT L SUITE 1330 200 WEST MONROE STREET CHICAGO ILLINOIS 60606 US
AIRLIE CLO 2006-I LIMITED	24TH FLOOR 190 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60603-3539 US
SILVERADO CLO 2006-II LIMITED	169 LACKAWANNA AVENUE PARSIPPANY NJ NEW JERSEY 07054-1007 US
FLATIRON CLO 2012-I LIMITED	51 MADISON AVENUE NEW YORK 10010-1603 US
NCRAM LOAN TRUST	22ND FLOOR BUILDING B NEW YORK NY NEW YORK 10281-1712 US

OHA PARK AVENUE CLO I LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OAK HILL CREDIT PARTNERS V LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OHA FINLANDIA CREDIT FUND	C/O OAK HILL ADVISORS LP 32ND FLOOR 65 EAST 55TH STREET NEW YORK 10022 US
STICHTING PENSIOENFONDS METAAL EN TECHNIEK	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OREGON PUBLIC EMPLOYEE RETIREMENT FUND	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OHA CREDIT PARTNERS VI LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
HPK HY BONDS UND LOANS	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OHA ASIA CUSTOMIZED CREDIT FUND LP	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OHA DIVERSIFIED CREDIT STRATEGIES FUND MASTER LP	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
OHA INTREPID LEVERAGED LOAN FUND LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS NEW YORK NY NEW YORK 10036-7772 US
ONEX SENIOR FLOATING INCOME FUND LP	910 SYLVAN AVENUE ENGLEWOOD CLIFFS NJ NEW JERSEY 7632 US
LAKE PLACID FUNDING	910 SYLVAN AVENUE ENGLEWOOD CLIFFS NJ NEW JERSEY 07632-3306 US
OCP CLO 2012-2 LIMITED	910 SYLVAN AVENUE ENGLEWOOD CLIFFS NJ NEW JERSEY 07632-3306 US
FAIRWAY LOAN FUNDING COMPANY	840 NEWPORT CENTER DRIVE NEWPORT BEACH CALIFORNIA 92660 US
PORTOLA CLO LIMITED-(6820)	SUITE 300 840 NEWPORT CENTER DRIVE NEWPORT BEACH

	CACALIFORNIA 92660-6310 US
PIMCO SENIOR FLOATING RATE FUND-4080	SUITE 300 840 NEWPORT CENTER DRIVE NEWPORT BEACH CACALIFORNIA 92660-6310 US
MAYPORT CLO LIMITED-(6895)	SUITE 300 840 NEWPORT CENTER DRIVE NEWPORT BEACH CACALIFORNIA 92660-6310 US
GALAXY XIV CLO LIMITED	4TH FLOOR 399 PARK AVENUE NEW YORK NY NEW YORK 10022- 4417 US
PIONEER FLOATING RATE TRUST	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER STRATEGIC INCOME FUND	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER INSTITUTIONAL SOLUTIONS-CREDIT OPPORTUNITIES	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
MET INVESTORS SERIES TRUST-PIONEERSTRATEGIC INCOME	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER HIGH YIELD FUND	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER HIGH YIELD FUND	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
STICHTING PENSIOENFONDS MEDISCHE SPECIALISTEN	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER ABSOLUTE RETURN CREDIT FUND	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PIONEER INSTITUTIONAL CORE PLUS PORTFOLIO	60 STATE STREET BOSTON MAMASSACHUSETTS 02109-1800 US
PRINCIPAL VARIABLE CONTRACTS FUND INC-BOND & MORTGAGE SECURITIES A/C	801 GRAND AVEUNE DES MOINES IA IOWA 50392-0490 US
IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	801 GRAND AVEUNE DES MOINES IA IOWA 50392-0490 US
PRINCIPAL FUNDS INC-HIGH YIELD FUND	801 GRAND AVEUNE DES MOINES IA IOWA 50392-0490 US

PRINCIPAL LIFE INSURANCE COMPANY-DBA ULTRA LONG SEPARATE ACCOUNT	801 GRAND AVEUNE DES MOINES IAIOWA 50392-0490 US
PRINCIPAL LIFE INSURANCE COMPANY DBA BOND & MORTGAGE SEPARATE ACCOUNT	801 GRAND AVEUNE DES MOINES IAIOWA 50392-0490 US
PRINCIPAL LIFE INSURANCE COMPANY ON BEHALF OF ONE OR MORE SEPARATE ACC*****	801 GRAND AVEUNE DES MOINES IAIOWA 50392-0490 US
PRINCIPAL FUNDS INC-BOND & MORTGAGE SECURITIES FUND	801 GRAND AVEUNE DES MOINES IAIOWA 50392-0490 US
LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION	801 GRAND AVEUNE DES MOINES IAIOWA 50392-0490 US
XL RE LIMITED	XL HOUSE ONE BERMUDIANA ROAD HAMILTON HM 08 BM
VALHOLL LIMITED	C/O REGIMENT CAPITAL MANAGEMENT LLC 12TH FLOOR BOSTON MAMASSACHUSETTS 02116-3748 US
CAVALRY CLO II LIMITED	12TH FLOOR 222 BERKELEY STREET BOSTON MAMASSACHUSETTS 02116-3733 US
REGIMENT CAPITAL LIMITED	C/O REGIMENT CAPITAL MANAGEMENT 12TH FLOOR 222 BERKELEY STREET BOSTON MAMASSACHUSETTS 2116 US
RACE POINT VII CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON MAMASSACHUSETTS 02116-5023 US
RIDGEWORTH FUNDS-TOTAL RETURN BONDFUND	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER NJNEW JERSEY 07458-1937 US
SEIX MULTI-SECTOR ABSOLUTE RETURN FUND LP	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER NJNEW JERSEY 07458-1937 US
THE MEDICAL CENTRE INSURANCE COMPANY LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER NJNEW JERSEY 07458-1937 US
EMORY UNIVERSITY	SUITE C-200 10 MOUNTAINVIEW ROAD UPPER SADDLE RIVER NJNEW JERSEY 07458-1937 US
ULT LOAN FUNDING I LLC	11TH FLOOR 410 PARK AVENUE NEW YORK 10022-9436 US
SAN JOAQUIN COUNTY EMPLOYEES RETIREMENT	16TH FLOOR 31 WEST 52ND STREET NEW YORK NYNEW

	YORK 10019-6118 US
JHF II-MULTI SECTOR BOND FUND	16TH FLOOR 31 WEST 52ND STREET NEW YORK NYNEW YORK 10019-6118 US
COMMONWEALTH OF PENNSYLVANIA STATEEMPLOYEES RETIREMENT SYSTEM	16TH FLOOR 31 WEST 52ND STREET NEW YORK NYNEW YORK 10019-6118 US
STONE HARBOR GLOBAL FUNDS PLC-STONE HARBOR LEVERAGED LOAN PORTFOLIO	C/O STONE HARBOR INVESTMENT PARTNER 16TH FLOOR, 31 WEST 52ND STREET NEW YORK NYNEW YORK 10019 US
NUVEEN SENIOR INCOME FUND	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
NUVEEN FLOATING RATE INCOME OPPORTUNITY	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
SYMPHONY CLO IV LIMITED	C/O SYMPHONY ASSET MANAGEMENT LLC 555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1605 US
SYMPHONY CREDIT OPPORTUNITIES FUNDLIMITED	C/O SYMPHONY ASSET MANAGEMENT LLC SUITE 2975 555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
SYMPHONY CLO V LIMITED	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
NUVEEN FLOATING RATE INCOME FUND	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
MUNICIPAL EMPLOYEES ANNUITY & BENEFIT FUND OF CHICAGO (SYMPHONY)	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
NUVEEN SYMPHONY CREDIT OPPORTUNITIES FUND	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
SYMPHONY CLO VII LIMITED	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND	LOBBY 3 333 WEST WACKER DRIVE CHICAGO ILLINOIS 60606-1218 US

SYMPHONY SENIOR LOAN FUNDS LP	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SSF TRUST	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SYMPHONY CLO VIII LIMITED PARTNERSHIP	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
PRINCIPAL FUNDS INC-DIVERSIFIED REAL ASSET FUND	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
NUVEEN CREDIT STRATEGIES INCOME FUND	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SYMPHONY CLO IX LP	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SYMPHONY CLO X LIMITED	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SYMPHONY CLO XI LIMITED PARTNERSHIP	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104- 1503 US
SYMPHONY CLO I LIMITED	555 CALIFORNIA STREET SAN FRANCISCO CACALIFORNIA 94104 US
T ROWE PRICE INSTITUTIONAL FLOATING RATE FUND	100 EAST PRATT STREET BALTIMORE MDMARYLAND 21202 US
JOHN HANCOCK FUNDS II-SPECTRUM INCOME FUND	100 EAST PRATT STREET BALTIMORE MDMARYLAND 21202- 1009 US
TRP INSTITUTIONAL HIGH YIELD FUND	100 EAST PRATT STREET BALTIMORE MDMARYLAND 21202- 1009 US
T ROWE PRICE HIGH YIELD FUND INC	100 EAST PRATT STREET BALTIMORE MDMARYLAND 21202 US
BOARD OF PENSIONS OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA	SUITE 1050 800 MARQUETTE AVENUE MINNEAPOLIS MNMNNEAPOLIS 55402-2812 US
LUCENT TECHNOLOGIES INC MASTER PENSION TRUST	100 EAST PRATT STREET BALTIMORE MDMARYLAND 21202-

	1009 US
ACE AMERICAN INSURANCE COMPANY	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
T ROWE PRICE FLOATING RATE FUND INC	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
T ROWE PRICE FLOATING RATE MULTI-SECTOR ACCOUNT PORTFOLIO	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
T ROWE PRICE US HIGH YIELD TRUST	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
PENN SERIES-HIGH YIELD BOND FUND	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
T ROWE PRICE FIXED INCOME TRUST	100 EAST PRATT STREET BALTIMORE MD MARYLAND 21202-1009 US
FIST FRANKLIN REAL RETURN FUND	1 FRANKLIN PARKWAY SAN MATEO CA CALIFORNIA 94404-1906 US
0934594 BC UNLIMITED LIABILITY COMPANY	SCOTIA PLAZA 44 KING STREET WEST TORONTO NOT USED ON M5H 1H1 CA
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW WASHINGTON D.C. DC DISTRICT OF COLUMBIA 20004-2505 US
THL CREDIT WIND RIVER 2012-1 CLO LIMITED	11TH FLOOR 1515 WEST 22ND STREET OAKBROOK ILLINOIS 60523-2007 US
THRIVENT INCOME PORTFOLIO RF 02	625 4TH AVENUE SOUTH MINNEAPOLIS MN MINNESOTA 55415-1624 US
THRIVENT INCOME FUND RF 10	625 4TH STREET SOUTH MINNEAPOLIS MN MINNESOTA 55415-1665 US
THRIVENT DIVERSIFIED INCOME PLUS PORTFOLIO	625 FOURTH AVENUE SOUTH MINNEAPOLIS MN MINNESOTA 55415-1624 US
THRIVENT DIVERSIFIED INCOME PLUS FUND	625 FOURTH AVENUE SOUTH MINNEAPOLIS MN MINNESOTA 55415-1624 US

THRIVENT FINANCIAL FOR LUTHERANS	625 4TH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATE ALLOCATION FUND	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATELY CONSERVATIVE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATELY CONSERVATIVE ALLOCATION FUND	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATELY AGGRESSIVE ALLOCATION FUND	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
THRIVENT MODERATELY AGGRESSIVE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH MINNEAPOLIS MNMINNESOTA 55415-1624 US
CATAMARAN CLO 2012-1 LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS NEW YORK NYNEW YORK 10019-6049 US
GALLATIN CLO IV 2012-1 LIMITED	SUITE 3300 535 MADISON AVENUE NEW YORK NYNEW YORK 10022- 4246 US
FRASER SULLIVAN CLO VI LIMITED	9TH FLOOR 400 MADISON AVENUE NEW YORK 10017 US
FSC VII LOAN FUNDING (CBNA) LLC	9TH FLOOR 400 MADISON AVENUE NEW YORK 10017-1909 US
FRASER SULLIVAN CLO VII LIMITED	9TH FLOOR 400 MADISON AVENUE NEW YORK 10017-1909 US
FRASER SULLIVAN CLO II LIMITED	C/O FRASER SULLIVAN INVESTMENT MANA 9TH FLOOR 400 MADISON AVENUE NEW YORK 10017 US
COA CAERUS CLO LIMITED	C/O THE BANK OF NEW YORK TRUST COMP NATIONAL ASSOCIATION GLOBAL CORPORA HOUSTON TX 77002-3 US
JAMESTOWN CLO II LIMITED	9TH FLOOR 400 MADISON AVENUE NEW YORK 10017-1909 US

THE HARTFORD FLOATING RATE FUND	55 FARMINGTON AVENUE HARTFORD CTCONNECTICUT 6105 US
SUNAMERICA SENIOR FLOATING RATE FUND INC	PLAZA 5 HARBORSIDE FINANCIAL CENTER 3200 JERSEY CITY NJNEW JERSEY 07311-4992 US
3C75	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
UMC BENEFIT BOARD INC	1201 DAVIS STREET EVANSTON ILLINOIS 60201 US
VANGUARD VARIABLE INSURANCE FUND-HIGH YIELD BOND PORTFOLIO	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
STELLAR PERFORMER GLOBAL SERIES W-GLOBAL CREDIT	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
0029	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
SAFETY INSURANCE COMPANY	20 CUSTOM HOUSE STREET BOSTON MAMASSACHUSETTS 2110 US
THE HARTFORD FLOATING RATE HIGH INCOME FUND	55 FARMINGTON AVENUE HARTFORD CTCONNECTICUT 6105 US
47 E 9	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
47 V 7	280 CONGRESS STREET BOSTON MAMASSACHUSETTS 02210-1023 US
OCEAN TRAILS CLO II	SUITE 6600 633 WEST 5TH STREET LOS ANGELES CACALIFORNIA 90071-2088 US
WG HORIZONS CLO I	C/O WEST GATE HORIZONS ADVISORS LLC SUITE 4100 333 SOUTH GRAND AVENUE LOS ANGELES CACALIFORNIA 90071 US
OCEAN TRAILS CLO I	SUITE 6600 633 WEST 5TH STREET LOS ANGELES CACALIFORNIA 90071-2088 US
BARCLAYS BANK PLC	200 PARK AVENUE NEW YORK 10166-0005 US

D. Les Prêteurs (*Lenders*, tel que ce terme est défini dans le Contrat de Crédits Senior) et/ou *Second Secured Creditors* (tel que ce terme est défini dans la Convention Intercréanciers) :

NAME	Address/Registered office
Barclays Bank PLC	5 The North Colonnade Canary Wharf London E14 4BB
Shiofra 1 SARL	State Street Services (Luxembourg) S.A. 47, avenue J.F.Kennedy L-1855 Luxembourg
Shiofra 2 SARL	State Street Services (Luxembourg) S.A. 47, avenue J.F.Kennedy L-1855 Luxembourg
Hamlet I Leveraged Loan Fund BV	c/o Alcentra Limited 10 Gresham Street London EC2V 7JD
Silver Birch CLO I BV	c/o Alcentra Limited 10 Gresham Street London EC2V 7JD
Wood Street CLO I BV	c/o Alcentra Limited 10 Gresham Street London EC2V 7JD
Wood Street CLO II BV	c/o Alcentra Limited 10 Gresham Street London EC2V 7JD
Wood Street CLO III BV	c/o Alcentra Limited 10 Gresham Street London EC2V 7JD
Ares Euro CLO I B.V.	c/o Ares Management Ltd 30 St Mary Axe London EC3A 8EP
Ares European CLO II B.V.	c/o Ares Management Ltd 30 St Mary Axe London EC3A 8EP
Queen Street CLO I B.V.	c/o Ares Management Ltd 30 St Mary Axe London EC3A 8EP
Queen Street CLO II B.V.	c/o Ares Management Ltd 30 St Mary Axe London EC3A 8EP

NAME	Address/Registered office
Duchess III CDO SA	c/o Fund Finance Team Babson Capital Europe Limited 61 Aldwych London WC2B 4AE
Duchess IV CLO BV	c/o Fund Finance Team Babson Capital Europe Limited 61 Aldwych London WC2B 4AE
Duchess V CLO B.V.	c/o Fund Finance Team Babson Capital Europe Limited 61 Aldwych London WC2B 4AE
Columbusnova CLO Limited 2006-I	250 Park Avenue, 5 th Floor New York, NY 10177
Columbusnova CLO Limited 2006-II	250 Park Avenue, 5 th Floor New York, NY 10177
Bridgeport CLO II Limited	250 Park Avenue, 5 th Floor New York, NY 10177
Bridgeport CLO Limited	250 Park Avenue, 5 th Floor New York, NY 10177
Burr Ridge CLO Plus Limited	250 Park Avenue, 5 th Floor New York, NY 10177
Schiller Park CLO Limited	250 Park Avenue, 5 th Floor New York, NY 10177
Xelo II PLC	C/o Credit Suisse 17 Columbus Courtyard London UK E14 4DA United Kingdom
Four Corners CLO 2005 – I Limited	190 S La Salle St Chicago IL 60603
Four Corners CLO II Limited	190 S La Salle St Chicago IL 60603
Four Corners CLO III Limited	1761 East St Andrew Pl Santa Ana, CA 92705
DFR Middle Market CLO Ltd.	1345 Avenue of the Americas 23 rd Floor New York, NY 10105
Harbourmaster CLO 4 B.V.	O'Connell Bridge House D'Olier Street, Dublin 2 Ireland

NAME	Address/Registered office
Clare Island B.V.	c/o US Bank Global Corporate Trust 5 th Floor 125 Old Broad Street London EC2N 1AR
St. James's Park CDO B.V.	c/o The Bank of New York as Collateral Administrator One Canada Square 40 th Floor London E14 5AL
ING Investment Management CLO II Limited	7337 E. Doubletree Ranch Road Scottsdale, AZ 85258-2034
ING Investment Management CLO I Limited	7337 E. Doubletree Ranch Road Scottsdale, AZ 85258-2034
Axius European CLO S.A.	30 Finsbury Square London, EC2A 1AG
Invesco Coniston B.V.	30 Finsbury Square London, EC2A 1AG
Invesco Garda B.V.	30 Finsbury Square London, EC2A 1AG
Invesco Mezzano B.V.	30 Finsbury Square London, EC2A 1AG
Theseus European CLO S.A.	30 Finsbury Square London, EC2A 1AG
Invesco Van Kampen dynamic Credit Opportunities Fund	30 Finsbury Square London, EC2A 1AG
New York Life Insurance Company	51 Madison Avenue New York, NY 10010
New York Life Insurance & Annuity Corporation	51 Madison Avenue New York, NY 10010
NYLIM Flatiron CLO 2006 – I Limited	51 Madison Avenue New York, NY 10010
Flatiron CLO 2007 – I Limited	51 Madison Avenue New York, NY 10010
Mainstay Floating Rate Fund, A Series Of Mainstay Funds Trust	51 Madison Avenue New York, NY 10010
Mainstay VP Floating Rate Portfolio, A Series Of Mainstay VP Funds Trust	51 Madison Avenue New York, NY 10010
RMF EURO CDO V PLC	Huobstrasse 3 CH-8808 Pfaffikon SZ

NAME	Address/Registered office
Leopard CLO IV B.V.	Laurence Pountney Hill London EC4R 0HH

E. Les Contreparties (*Hedging Counterparties*) aux Contrats de Couverture (*Hedging Agreements*, tel que défini dans la Convention Intercréanciers) :

NAME	Address/Registered office
Barclays Bank PLC	5 The North Colonnade Canary Wharf London E14 4BB
UBS AG, London Branch	100 Liverpool Street London EC2M 2RH

F. Les Banques de Gestions de Trésorerie (*Cash Management Banks*, tel que défini dans la Convention Intercréanciers)

NAME	Address/Registered office
None	

II. Les Créanciers au titre des Obligations Senior Initiales (*Original Senior Secured Note Creditors*, tel que défini dans la Convention de Nantissement de Second Rang) :

A. L'Agent Fiduciaire des Sûretés (*Security Trustee*) au titre des Documents Relatifs aux Obligations Senior (*Senior Secured Notes Documents*, tel que défini dans la Convention de Nantissement de Second Rang) :

NAME	Address/Registered office
Barclays Bank PLC	5 The North Colonnade Canary Wharf London E14 4BB

B. L'Agent Fiduciaire au titre des Obligations Senior Initiales (*Original Senior Secured Note Trustee*, tel que défini dans la Convention de Nantissement de Second Rang) :

NAME	Address/Registered office
The Bank of New York Mellon	One Canada Square London E14 5AL

Translation for information purposes only

**STATEMENT OF SECOND RANKING FINANCIAL SECURITIES ACCOUNT
PLEDGE AGREEMENT**

This statement of pledge is governed by
article L.211-20 of the French *Code monétaire et financier*

PLEDGOR:

INEOS INVESTMENTS INTERNATIONAL LIMITED, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607,

(hereinafter, the "**Pledgor**").

SECOND RANKING SECURED PARTIES:

1. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, England, acting in its own name and for its own account and in the name and on behalf of the other Second Ranking Secured Parties (as defined in below) as Administrative Agent and Security Agent under the senior facilities agreement dated 27 April 2012 (as amended from time to time, including by an amendment dated ____ May 2013 (the "**Amendment No. 1**"), the "**Senior Facilities Agreement**") and as Senior Security Agent under the Intercreditor Deed (as defined in the Second Ranking Pledge Agreement (as defined below));

(the "**Agent**" or the "**Security Agent**"),

2. The banks, the financial establishments and the other financial institutions acting as Lenders (as defined in the Senior Facilities Agreement) under the Senior Facilities Agreement;

- ~~3. The banks, the financial establishments and the other financial institutions acting as Amendment No. 1 Additional Term Lenders (as defined in the Amendment No. 1) under the Amendment No. 1;~~

4. The banks, the financial establishments and the other financial institutions acting as Hedging Counterparties to the Hedging Agreements (as defined in the Intercreditor Deed) under the Intercreditor Deed;

5. The banks, the financial establishments and the other financial institutions acting as Cash Management Banks under the Intercreditor Deed;

(the entities listed from paragraphs 2 to 5 being hereinafter referred to as the "**Senior Finance Parties**", as defined in the Intercreditor Deed),

6. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom as Security Trustee

under and as defined into the Senior Secured Note Documents (as defined in the Second Ranking Pledge Agreement);

7. any bank, the financial establishment or any other financial institution acting as Original Senior Secured Note Trustee (as defined in the Second Ranking Pledge Agreement) and/or as Additional Senior Secured Note Trustee (as defined in the Second Ranking Pledge Agreement) under the Senior Secured Note Documents (as defined in the Second Ranking Pledge Agreement);
8. the banks, the financial establishments and the other financial institutions acting as Additional Senior Secured Note Creditors (as defined in the Second Ranking Pledge Agreement),

(the entities listed in paragraphs 6, 7 and 8 being hereinafter referred to as the "**Senior Secured Note Creditors**", as defined in the Second Ranking Pledge Agreement),

9. the banks, the financial establishments and the other financial institutions acting as Second Secured Creditors (as defined in the Second Ranking Pledge Agreement);

(hereinafter referred to as the "**Second Secured Creditors**", as defined in the Intercreditor Deed),

10. the banks, the financial establishments and the other financial institutions acting as Additional Senior Finance Parties (as defined in the Second Ranking Pledge Agreement);
11. the banks, the financial establishments and the other financial institutions acting as Receivers (as defined in the Second Ranking Pledge Agreement); and
12. the banks, the financial establishments and the other financial institutions acting as Delegates (as defined in the Second Ranking Pledge Agreement);

(the Agent, the Security Agent, the Senior Finance Parties, the Senior Secured Note Creditors, the Second Secured Creditors, the Additional Senior Finance Parties, the Receivers and the Delegates, together with their assignees, successors or transferees, the "**Second Ranking Secured Parties**", the Second Ranking Secured Parties being on the date hereof the entities listed in Schedule A (*List of the Second Ranking Secured Parties on the Signing Date*)),

SECURED INDEBTEDNESS:

- Nature: all money or liabilities due, owing or incurred to any Second Ranking Secured Party (including to the Security Agent in its capacity as Security Trustee (as such term is defined in the Original Senior Secured Indentures) pursuant to (i) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture 2010, (ii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture February 2012, (iii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2012, (iv) any similar provision under the Senior Facilities Agreement, (v) any similar provisions under any Additional Senior Facilities Agreement, (vi) any similar provisions under any Additional Senior Secured Indenture), in each case

by the Pledgor and/or any Group Company or any other grantor of Transaction Security under any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Second Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Second Ranking Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents); plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith.

- Amount of the secured indebtedness on the date of this Statement of Second Ranking Pledge (as defined below):
 - (a) under the Senior Facilities Agreement: USD 2,375,000,000 and € 500,000,000, in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith; and
 - (b) under the Senior Secured Note Documents: (i) € 300,000,000, and USD 570,000,000 under the Original Senior Secured Notes 2010, (ii) USD 1,000,000,000 and € 500,000,000 under the Original Senior Secured Notes February 2012, and (iii) US\$ 775,000,000 under the Original Senior Secured Notes May 2012, in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith;
 - (c) under the Amendment No. 1: USD 640,000,000 and € 350,000,000, in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith.

(hereinafter the "Secured Indebtedness").

IDENTIFICATION OF THE PLEDGED ACCOUNT:

- (a) Financial securities account no. [] opened in the corporate registers of [], a [], with a share capital of € [], having its registered office at [], France, registered under number [] R.C.S. [] (the "Account Holder") in the name of the Pledgor,

(hereinafter the "Financial Securities Account");

- (b) Special account no. FR[] opened in the books of BNP Paribas, [] (the "Special Cash Account Holder") in the name of the Pledgor,

(hereinafter the "Special Cash Account ");

The Special Cash Account being part of the Financial Securities Account on the date hereof,

(the Financial Securities Account and the Special Cash Account, collectively the "Pledged Account").

FINANCIAL SECURITIES INITIALLY REGISTERED IN THE PLEDGED ACCOUNT:

- Nature: nominative shares
- Issuer: [], a [], with a share capital of € [] having its registered office [], France, and registered under number [] R.C.S. []
- Number: [] ([]) shares

TERMS OF THE PLEDGE:

The Pledgor pledged the Pledged Account in favor of the Second Ranking Secured Parties as a security for the payment of its obligations under the Secured Indebtedness under the terms and conditions set forth in the second ranking financial securities account pledge agreement dated 8 May 2013 (the "Second Ranking Pledge Agreement") entered into between the Pledgor and the Security Agent acting in the name and on behalf of the other Second Ranking Secured Parties. Capitalized terms used in this statement of second ranking pledge of financial securities (the "Statement of Pledge of Second Ranking Pledge") shall have the meaning ascribed to them in the Second Ranking Pledge Agreement unless otherwise indicated.

The respective rights and obligations of the Second Ranking Secured Parties pursuant to the Second Ranking Pledges and of the First Ranking Secured Parties pursuant to the First Ranking Pledges with respect to the Pledged Account and the Pledgor are also subject to the provisions of the Intercreditor Deed.

The Security Agent, acting in its own name and for its own account and in the name and on behalf of the First Ranking Secured Parties, will act as third party holder (*tiers convenu*) on behalf of the First Ranking Secured Parties, the Second Ranking Secured Parties and the Pledgor, in accordance with article 2337, alinéa 2, of the French *Code civil*.

Made on _____ May 2013, in three (3) original copies.

THE PLEDGOR:

INEOS INVESTMENTS INTERNATIONAL LIMITED

By:

SCHEDULE A

LIST OF THE SECOND RANKING SECURED PARTIES ON THE SIGNING DATE

(see French version)

SCHEDULE 2 – FORM OF CONFIRMATION OF SECOND RANKING PLEDGE

ATTESTATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE SECOND RANG

(article L. 211-20 du Code monétaire et financier)

Après avoir pris connaissance de la déclaration de nantissement de second rang de compte de titres financiers (la "**Déclaration de Nantissement de Second Rang**"),

en date du : _____ mai 2013

signée par : **INEOS INVESTMENTS INTERNATIONAL LIMITED**, société de droit anglais, ayant son siège social Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, Royaume-Uni, immatriculée sous le numéro 3938607,

au bénéfice des personnes désignées en qualité de Bénéficiaires de Second Rang dans la Déclaration de Nantissement de Second Rang, représentées par **BARCLAYS BANK PLC**, société ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni,

(ci-après dénommée l'"**Agent des Sûretés**"),

et relative au nantissement de second rang du compte de titres financiers ouvert au nom du Constituant dans nos registres sociaux.

Les termes et expressions définis dans la présente attestation de nantissement de second rang auront le sens qui leur est attribué à la Déclaration de Nantissement de Second Rang, le cas échéant par renvoi.

Nous soussignés, agissant en qualité de teneur du compte nanti désigné dans la Déclaration de Nantissement de Second Rang,

- 1/ attestons par la présente l'inscription dans les livres de notre société du nantissement de second rang du compte de titres financiers dont les références figurent sur la Déclaration de Nantissement de Second Rang,
- 2/ donnons inventaire des titres financiers figurant au compte nanti dont la liste figure en annexe,
- 3/ prenons acte de l'interdiction faite au Constituant de disposer des titres financiers inscrits dans le compte nanti dans les conditions prévues par la convention de nantissement de second rang de compte de titres financiers (*Second Ranking Financial Securities Account Pledge Agreement*) en date du _____ mai 2013 (la "**Convention de Nantissement de Second Rang**") conclue par le Constituant et l'Agent des Sûretés (*Security Agent*) au nom et pour le compte des autres Bénéficiaires de Second Rang, dont une copie nous a été remise avec la Déclaration de Nantissement de Second Rang,

- 4/ prenons acte des stipulations de l'Article 3.4 de la Convention de Nantissement de Second Rang et acceptons la mission qui en résulte.

Il est rappelé à toutes fins utiles que le compte de titres financiers dont les références figurent sur la Déclaration de Nantissement de Second Rang est d'ores et déjà affecté en nantissement de premier rang au profit de certains bénéficiaires (les "**Bénéficiaires de Premier Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de premier rang émise par le Constituant en date du 4 mai 2012 (telle que modifiée le 12 octobre 2012) conformément aux termes d'une convention de nantissement de compte de titres financiers de premier rang conclue en date du 4 mai 2012 (telle que modifiée par avenant en date du 12 octobre 2012) entre le Constituant, les Bénéficiaires de Premier Rang et l'Agent des Sûretés.

Fait le _____ 2013 en deux (2) exemplaires originaux

LE TENEUR DE COMPTE :

[]

Par :

ANNEXE
INVENTAIRE DES TITRES FINANCIERS
FIGURANT INITIALEMENT AU COMPTE NANTI

- Nature : actions nominatives
- Emetteur : [____], une société [____], au capital de € [____] ayant son siège social [____], France, immatriculée sous le numéro [____] R.C.S. [____]
- Nombre : [____] ([____]) actions

Translation for information purposes only

**CONFIRMATION OF SECOND RANKING FINANCIAL SECURITIES ACCOUNT
PLEDGE**

(article L. 211-20 of the French *Code monétaire et financier*)

We refer to the statement of second ranking financial securities account pledge (the "**Statement of Second Ranking Pledge**"),

dated: _____ May 2013

executed by: **INEOS INVESTMENTS INTERNATIONAL LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607,

granted in favor of the Second Ranking Secured Parties, as identified in the Statement of Second Ranking Pledge, represented by **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom,

(hereinafter referred to as the "**Security Agent**"),

and relating to the second ranking pledge over the financial securities account opened in the name of the Pledgor in our corporate registers.

Capitalized terms used in this confirmation of second ranking pledge shall have the meaning ascribed to them in the Statement of Second Ranking Pledge unless otherwise indicated.

We, the undersigned, acting as account holder of the pledged account referred to in the Statement of Second Ranking Pledge,

- 1/ hereby certify that the second ranking financial securities account pledge referred to in the Statement of Second Ranking Pledge has been registered in our corporate registers,
- 2/ certify that there is no financial securities registered in the pledged account other than those listed in schedule,
- 3/ acknowledge the prohibition of the Pledgor to dispose of the financial securities registered in the pledged account under the second ranking financial securities account pledge agreement dated _____ May 2013 (the "**Second Ranking Pledge Agreement**") entered into between the Pledgor and the Security Agent in the name and on behalf of the other Second Ranking Secured Parties, a copy of which has been delivered to us, together with the Statement of Second Ranking Pledge.
- 4/ acknowledge the provisions of Article 3.4 of the Second Ranking Pledge Agreement and accept the mission resulting therefrom.

It is specified that some beneficiaries (the "**First Ranking Beneficiaries**") have already been granted a first ranking pledge over the financial securities account referred to in the Statement of Second Ranking Pledge. The list of the First Ranking Beneficiaries is attached to a statement of first ranking pledge issued by the Pledgor on 4 May 2012 (as amended on 12 October 2012) in accordance with a first ranking financial securities account pledge agreement dated 4 May 2012 (as amended on 12 October 2012) entered into between the Pledgor, the First Ranking Beneficiaries and the Security Agent.

Made on _____ 2013

In two (2) original copies

THE ACCOUNT HOLDER:

[]

By:

SCHEDULE
LIST OF THE FINANCIAL SECURITIES INITIALLY REGISTERED IN THE
PLEDGED ACCOUNT

- Nature: nominative shares
- Issuer: [____], a [____], with a share capital of € [____] having
its registered office [____], France, and registered under number
[____] R.C.S. [____]
- Number: [____] ([____]) shares

**SCHEDULE 3 – FORM OF CONFIRMATION OF SECOND RANKING PLEDGE
(SPECIAL CASH ACCOUNT)**

**ATTESTATION DE CONSTITUTION DE NANTISSEMENT DE SECOND
RANG (COMPTE ESPECES SPECIAL)**

(article L. 211-20 du Code monétaire et financier)

Après avoir pris connaissance de la déclaration de nantissement de second rang de compte de titres financiers, à laquelle nous sommes tiers, en date du ____ mai 2013 (la "**Déclaration de Nantissement de Second Rang**"), signée par INEOS Investments International Limited en qualité de constituant (ci-après le "**Constituant**") au bénéfice des personnes désignées en qualité de bénéficiaires du nantissement de second rang dans la Déclaration de Nantissement (les "**Créanciers Nantis de Second Rang**") et portant initialement sur [_____] actions de la société [_____] pour sûreté des Créances Garanties (tel que ce terme est défini dans la Déclaration de Nantissement de Second Rang).

Nous soussignés, Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse,

agissant en qualité de simple teneur du compte espèces spécial nanti faisant partie intégrante du compte de titres financiers nanti ouvert sur les livres de la société émettrice [_____] une société [_____] au capital de € [_____] ayant son siège social [_____] France, immatriculée sous le numéro [_____] R.C.S. [_____] destiné à recevoir exclusivement les fruits et produits :

1. attestons par la présente de l'affectation du compte espèces spécial nanti dont les références sont : [_____] et dont le solde est de [_____] € à ce jour ;
2. prenons acte de l'autorisation donnée au Constituant de disposer des fruits et produits inscrits sur le compte espèces spécial nanti sauf notification à nous faite par l'Agent de la survenance d'un Cas de Défaut (*Event of Default*) entraînant le blocage du compte espèces spécial nanti dans les conditions stipulées à la convention de nantissement de compte de titres financiers de second rang en date du ____ mai 2013 qui nous a été notifiée. Nous n'exercerons aucune mission de contrôle relative aux instructions de disposition, chacune devant être datée et signée, par le Constituant et/ou les Créanciers Nantis de Second Rang représentés par leur agent des sûretés, Barclays Capital plc, 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume Uni, (l'"Agent"), dans des conditions satisfaisantes.
3. Il est entendu que nous n'aurons, en aucune manière, à vérifier que les sommes versées sur ce compte correspondent aux fruits et produits effectivement dus au Constituant et plus généralement, nous n'assumons aucune responsabilité en ce qui concerne :
 - (a) la bonne exécution par le Constituant et/ou la société émettrice de leurs obligations respectives ;

- (b) la validité ou l'efficacité de la documentation juridique relative au nantissement de second rang ou aux obligations sous-jacentes garanties par le nantissement de second rang ;
 - (c) la disponibilité des fonds crédités (ou à créditer) sur le compte espèces spécial nanti ;
4. Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse sera en droit de se fier à toutes instructions reçues des Créanciers Nantis de Second Rang représentés par leur Agent aussi longtemps qu'elles lui sembleront apparemment conformes.
5. Toute notification de mainlevée ou de réalisation du nantissement de second rang à l'attention de Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, le cas échéant dûment légalisée ou apostillée, devra être effectuée par écrit à l'adresse suivante :

Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse
Banque de Développement Régional – Service Clients BDR 00684
A l'attention de Madame Christelle CUTTOLI
10, Cours Pierre Puget (2^{ème} étage)
13006 Marseille
Tél. : 04.91.57.69.06 / 06.22.76.40.11

6. La présente attestation est régie par et doit être interprétée selon le droit français.

Tout litige relatif à sa validité, son interprétation ou son exécution relève de la compétence exclusive du Tribunal de commerce du ressort juridictionnel de l'agence Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse désignée ci-avant.

Fait à La Défense, le [] 2013.

en deux (2) exemplaires originaux.

Signature accréditée

Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse

Translation for information purposes only

CONFIRMATION OF SECOND RANKING PLEDGE (SPECIAL CASH ACCOUNT)

(article L. 211-20 of the French *Code monétaire et financier*)

We refer to the statement of second ranking financial securities account pledge dated ____ May 2013, to which we are not party (the "**Statement of Second Ranking Pledge**"), entered into by INEOS Investments International Limited as pledgor (hereinafter the "**Pledgor**"), in favor of the second ranking secured parties identified in the Statement of Second Ranking Pledge (the "**Second Ranking Secured Parties**"), as a security for the payment of the Secured Indebtedness (as defined in the Statement of Second Ranking Pledge), and initially related to [_____] shares of the company [_____].

We, the undersigned, Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse,

acting as account holder of the special cash account which is entirely part of the financial securities account opened in the corporate registers of the issuing company, [_____] a [_____] with a share capital of € [_____] having its registered office at [_____] France, registered under number [_____] R.C.S. [_____] purported to exclusively receive the cash and proceeds:

1. hereby confirm the creation of a second ranking pledge over the pledged special cash account, the details of which are: [_____] with a balance of [_____] € on the date hereof;
2. acknowledge that the Pledgor is authorized to dispose of the cash proceeds registered in the special cash account until the Security Agent notifies us the occurrence of an Event of Default leading to the blockage of the special cash account in accordance with the provisions of the second ranking financial securities account pledge agreement dated ____ May 2013, which second ranking pledge agreement has been notified to us. We will not exercise any control over the disposal instructions, which shall be dated and signed by the Pledgor and/or the Second Ranking Secured Parties represented by Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, E14 4BB, London, England, as senior secured agent (the "**Agent**"), in satisfactory terms.
3. It has been agreed that we will not have in any manner to check that the sums received in such account correspond to the cash proceeds actually due to the Pledgor, and more generally we may not be held be liable in respect of:
 - (a) the performance by the Pledgor and/or the issuing company of their respective obligations;
 - (b) the validity or the efficacy of the legal documentation related to the second ranking pledge or the underlying obligations which are secured by the second ranking pledge;
 - (c) the availability of the sums credited (or to be credited) to the special cash account.

4. Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse shall be entitled to rely on any instruction received from the Second Ranking Secured Parties as represented by the Senior Secured Agent as long as it finds them apparently conform.
5. Any notice of release or enforcement of the second ranking pledge addressed to Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, if applicable duly legalized or apostilled, shall be made in writing and sent to the following address:

Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse
Banque de Développement Régional – Service Clients BDR 00684
To the attention of Mrs. Christelle CUTTOLI
10, Cours Pierre Puget (2^{ème} étage)
13006 Marseille
Tel. : 04.91.57.69.06 / 06.22.76.40.11

6. This confirmation of second ranking pledge shall be governed and construed by French law.

Any dispute related to the validity, the construction or the performance of this confirmation of second ranking pledge shall be referred to the exclusive jurisdiction of the commercial court which has jurisdiction over the Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse branch.

Made in La Défense, on [_____] 2013

In two (2) original copies

Accredited signature

Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse

**SCHEDULE 4 – FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL
CASH ACCOUNT HOLDER**

**MODELE DE NOTIFICATION DE LA SURVENANCE D'UN CAS DE DEFAULT AU
TENEUR DU COMPTE ESPECES SPECIAL**

A : Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, agissant en qualité de
teneur du Compte Espèces Spécial

- Déclaration de nantissement de second rang de compte de titres financiers en date du
____ mai 2013 (la "**Déclaration de Nantissement**").
- Compte bancaire spécial n°[_____] ouvert dans vos livres (le "**Compte
Espèces Spécial**").

Messieurs,

1. Nous nous référons à la convention de nantissement de second rang conclue le ____
mai 2013 entre INEOS Investments International Limited en tant que Constituant et
nous-mêmes en tant que qu'Agent des Créanciers Nantis (la "**Convention de
Nantissement**"), ainsi qu'à la Déclaration de Nantissement.
2. Nous vous notifions la survenance d'un Cas de Défaut (*Event of Default*) (tel que ce
terme est défini dans la Convention de Nantissement) au titre des obligations garanties
en vertu de la Convention de Nantissement.
3. A compter de la réception par vous de la présente lettre, le Constituant n'est donc plus
autorisé à effectuer de débit sur le Compte Espèces Spécial mentionné ci-dessus et
toute somme figurant au crédit de ce Compte Espèces Spécial doit être bloquée jusqu'à
notification contraire de notre part.

Par Barclays Bank PLC

En qualité d'Agent des Sûretés

Signature: _____

Translation for information purposes only

**FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL CASH
ACCOUNT HOLDER**

To: Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, acting as Special Cash Account Holder

- Statement of second ranking pledge over a financial securities account dated ____ May 2013 (the "Statement of Pledge").
- Special bank account no. [_____] opened in your books (the "Special Cash Account").

Dear Sirs,

1. We refer to the second ranking pledge agreement entered into on ____ May 2013 between INEOS Investments International Limited as Pledgor and us as Second Ranking Secured Party (the "Pledge Agreement") and to the Statement of Pledge.
2. We hereby notify you of the occurrence of an Event of Default (as defined in the Pledge Agreement) under the obligations secured by Pledge Agreement.
3. As from your receipt of this letter, the Pledgor ceases to be entitled to make any payment from the Special Cash Account mentioned above and all the amounts standing to the credit of such Special Cash Account shall be frozen until otherwise notified by us.

By Barclays Bank PLC

As Security Agent

Signature: _____