



Registration of a Charge

Company name: **INEOS INVESTMENTS INTERNATIONAL LIMITED**

Company number: **03938607**



X44VK0CO

Received for Electronic Filing: **08/04/2015**

Details of Charge

Date of creation: **31/03/2015**

Charge code: **0393 8607 0029**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

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 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2015 and created by INEOS INVESTMENTS INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2015 .

Given at Companies House, Cardiff on 9th April 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 31 March 2015

INEOS INVESTMENTS INTERNATIONAL LIMITED
as Pledgor

and

BARCLAYS BANK PLC
as Security Agent

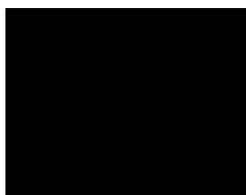
acting for itself and in the name and on behalf
of the Third Ranking Secured Parties

and

BARCLAYS BANK PLC
representing the First Ranking Secured Parties
and the Second Ranking Secured Parties

**THIRD RANKING FINANCIAL SECURITIES
ACCOUNT PLEDGE AGREEMENT
(CONVENTION DE NANTISSEMENT DE
COMPTE DE TITRES FINANCIERS
DE TROISIÈME 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	5
2.	THIRD RANKING PLEDGE.....	12
3.	SCOPE OF THE THIRD RANKING PLEDGE.....	13
4.	REPRESENTATIONS AND WARRANTIES	14
5.	UNDERTAKINGS.....	15
6.	ENFORCEMENT	16
7.	TERM	17
8.	ASSIGNMENT AND TRANSFER.....	17
9.	EXPENSES.....	17
10.	NOTICES	17
11.	PARTIAL INVALIDITY	18
12.	REMEDIES AND WAIVERS.....	18
13.	MISCELLANEOUS	18
14.	GOVERNING LAW.....	18
15.	DISPUTES.....	18
	SCHEDULE 1 – FORM OF STATEMENT OF THIRD RANKING PLEDGE	24
	SCHEDULE 2 – FORM OF CONFIRMATION OF THIRD RANKING PLEDGE.....	75
	SCHEDULE 3 – FORM OF CONFIRMATION OF SECOND RANKING PLEDGE (SPECIAL CASH ACCOUNT).....	81
	SCHEDULE 4 – FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL CASH ACCOUNT HOLDER	87

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 itself and the other First Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed, and as Security Trustee under the Original Senior Secured Indentures, (ii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Second Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed, and as Security Trustee under the Original Senior Secured Indentures and (iii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Third 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 and the Second Ranking Secured Parties, duly represented by the Security Agent.

WHEREAS:

- A. 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.
- B. 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.

- C. 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, including by an amendment agreement dated 8 May 2013, an amendment agreement dated 21 February 2014 and an amendment agreement dated 24 November 2014, the "**Original Senior Facilities Agreement**", and as amended by the Joinder Agreement (as defined below), the "**Senior Facilities Agreement**"), the Lenders have agreed to make available, to the Borrowers, senior credit facilities in the principal amount of USD 3,015,000,000 and € 850,000,000 (the "**Original Facilities**"). Pursuant to an accession document dated 4 May 2012, the Pledgor has acceded to the Original Senior Facilities Agreement as Obligor.
- D. 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%.
- E. 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.
- F. Pursuant to the financial securities accounts pledge agreement dated 4 May 2012 (as amended on 12 October 2012) (together with the related statement of pledge of financial securities accounts (as amended) (*déclaration de nantissement de comptes de titres financiers*)), the "**First Ranking Pledge Agreement**", the Pledgor granted, *inter alia*, a first-ranking pledge over the Pledged Account (as defined below) (the "**First Ranking Pledge**") 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 Original Senior Facilities Agreement.
- G. Pursuant to the financial securities accounts pledge agreement dated 8 May 2013 (together with the related statement of second ranking pledge of financial securities accounts (*déclaration de nantissement de comptes de titres financiers de second rang*)), the "**Second Ranking Pledge Agreement**", the Pledgor has granted, *inter alia*, a second-ranking pledge over the Pledged Account (the "**Second Ranking Pledge**") to the Second Ranking Secured Parties (as that term is defined in the Second Ranking Pledge Agreement, the "**Second Ranking Secured Parties**") to secure the liabilities arising from the Original Senior Secured Indentures and the Original Senior Facilities Agreement.
- H. Pursuant to a joinder agreement to the Original Senior Facilities Agreement dated 31 March 2015, amongst, *inter alios*, INEOS US Finance LLC and INEOS Finance PLC, as Borrowers, Barclays Bank PLC as Administrative Agent and Security Agent, and the 2022 Lenders referred therein (the "**Joinder Agreement**"), the 2022 Lenders (as

identified therein, the "**2022 Lenders**") have agreed to make available, to the Borrowers, additional term loans in the principal amount of USD 625,000,000 and € 850,000,000 (the "**2022 New Term Loans**").

- I. As security for the payment of the Secured Indebtedness (as defined below), the Pledgor has agreed to grant to the Third Ranking Secured Parties (as defined below), under the terms and conditions set out by this agreement, a third ranking pledge over a financial securities account (*nantissement de compte de titres financiers de troisième rang*) in which all the shares of INEOS France SAS, 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 (the "**Company**") held by the Pledgor are registered (the "**Third Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 100 % of the share capital of the Company.
- J. 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, the Second Ranking Secured Parties and the Third 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 Pledge, and the Second Ranking Pledge, and including the Third Ranking Pledge 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 the Company as the issuer of the registered Financial Securities registered in the 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.

"Confirmation of Third Ranking Pledge" means the confirmation of third ranking pledge (*attestation de nantissement de compte de titres financiers de troisième rang*) in the form attached as Schedule 2 (*Form of Confirmation of Third Ranking Pledge*) relating to the Third 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 (i) on the date of this Agreement, three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares held by the Pledgor and representing 100 % of the issued share capital of the Company and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Third Ranking Pledge*) which are recorded in the Pledged Account.

"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.

"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, 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).

"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 February 2012 and (ii) 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 February 2012 and (ii) the Original Senior Secured Notes May 2012.

"Original Senior Secured Notes February 2012" means the USD 1,000,000,000 8 $\frac{3}{8}$ % 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 7 $\frac{1}{2}$ % 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.

"Pledged Account" means the (i) special financial securities account the details of which are specified in the Statement of Third Ranking Pledge, opened in the name of the Pledgor in the books of the Account Holder, in which the Financial Securities are registered and (ii) the Special Cash Account.

"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 persons 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 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 Third 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 February 2012, (ii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2012, (iii) any similar provision under the Senior Facilities Agreement, (iv) any similar provisions under any Additional Senior Facilities Agreement, (v) 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 Third Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Third 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 (other than the 2022 New Term Loans) under the Senior Facilities Agreement being on the date of the Senior Facilities Agreement USD 3,015,000,000 and € 850,000,000;
- (ii) the aggregate amount of the Original Senior Secured Notes February 2012 upon their issuance being USD 1,000,000,000 and € 500,000,000;
- (iii) the aggregate amount of the Original Senior Secured Notes May 2012 upon their issuance being USD 775,000,000; and
- (iv) the aggregate amount of the 2022 New Term Loans under the Senior Facilities Agreement being on the date hereof USD 625,000,000 and € 850,000,000;

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 the special bank account opened in the name of the Pledgor in the books of the Special Cash Account Holder whose IBAN number is [REDACTED] and which, pursuant to article L. 211-20 of the French *Code Monétaire et Financier*, forms part of the Pledged Account.

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

"**Statement of Third Ranking Pledge**" means the statement of third ranking pledge (*déclaration de nantissement de compte de titres financiers de troisième rang*) in the form attached as Schedule 1 (*Form of Statement of Third Ranking Pledge*) relating to

the Third Ranking Pledge (as it can be amended, completed, supplemented and/or otherwise modified from time to time).

"Third Ranking Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, each Additional Senior Finance Party, each Second Secured Creditor, and any Receiver or Delegate, together with each of their respective assignees, transferees and successors. On the date of this Agreement, the Third Ranking Secured Parties are the entities listed in schedule A (*List of the Third Ranking Secured Parties on the Signing Date*) of the Statement of Third 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 Third Ranking Pledge are subject to the terms of the Intercreditor Deed.

2. **THIRD RANKING PLEDGE**

- 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 third ranking pledge for the benefit of the Security Agent and the other Third Ranking Secured Parties, who accept, over the Pledged Account 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 the Statement of Third Ranking Pledge,
 - (b) deliver a duly executed original copy of the Statement of Third Ranking Pledge (together with a copy of this Agreement) to the Account Holder and the Special Cash Account Holder;
 - (c) procure that the Account Holder executes and delivers to the Security Agent a Confirmation of Third Ranking Pledge related to the Third Ranking Pledge; and
 - (d) procure that the Third Ranking Pledge be registered in the books (*registre des mouvements de titres* and *comptes d'actionnaires*) of the Company as of the signing date of the Statement of Third Ranking Pledge.
- 2.3. The Pledgor shall procure that the Special Cash Account Holder executes and delivers to the Security Agent, no later than fifteen (15) days after the date hereof, with respect to the Special Cash Account, an *attestation de constitution de nantissement de compte espèces spécial* substantially in the form set out in Schedule 3 (*Form of Confirmation of Third Ranking Pledge (Special Cash Account)*) duly executed by the Special Cash Account Holder.
- 2.4. The First Ranking Secured Parties and the Second Ranking Secured Parties, as beneficiaries of, respectively, the First Ranking Pledge and the Second Ranking Pledge, expressly accept the execution and delivery of this Agreement and of the Statement of Third Ranking Pledge and agree that the Third Ranking Secured Parties, as beneficiaries of the Third Ranking Pledge, may receive the proceeds of enforcement of the Third Ranking Pledge in accordance with the provisions of Clause 18 (*Application of Proceeds*) of the Intercreditor Deed.

- 2.5. The First Ranking Secured Parties and the Second Ranking Secured Parties, as beneficiaries of, respectively, the First Ranking Pledge and the Second Ranking Pledge, acknowledge and agree that (to the extent required to create the Third Ranking Pledge or permit the Third Ranking Pledge to subsist), the First Ranking Secured Parties will hold those assets which are subject to the Third Ranking Pledge as *tiers convenus* for the Third Ranking Secured Parties as beneficiaries of the Third Ranking Pledge.
- 2.6. 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.
- 2.7. 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 Pledge 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 the Third Ranking Pledge; and
 - (b) incur no liability whatsoever to the Third Ranking Secured Parties as beneficiary of the Third Ranking Pledge.
- 2.8. Each of the First Ranking Secured Parties and the Second Ranking Secured Parties agrees not to take any action to challenge the validity or enforceability of the Third Ranking Pledge by reason of it being expressed to be third ranking (or any other lower ranking), and the Third Ranking Secured Parties agree not to take any action to challenge the validity or enforceability of the First Ranking Pledge or the Second Ranking Pledge.

3. SCOPE OF THE THIRD RANKING PLEDGE

- 3.1. In accordance with article L. 211-20 of the French *Code monétaire et financier*, all Financial Securities initially registered in the 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 Third Ranking Pledge without any such operation constituting in any manner a novation of the rights or the security granted to the Third Ranking Secured Parties under the Third 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 Account Holder that are not automatically included in the scope of the Third Ranking Pledge pursuant to Clause 3.1 above, the Pledgor shall transfer the said financial securities to the Pledged Account and the said financial securities shall therefore be included in the scope of the Third 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 Pledge and/or the Second Ranking Pledge. If not, such provisions shall not apply and the relevant securities will not be included in the scope of the Third Ranking Pledge.
- 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 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 Third Ranking Pledge relating to the Pledged Account.
- 3.5. Subject to paragraph 3.4 above, all income and proceeds (*fruits et produits*) in cash payable in respect of the Financial Securities, including without limitation all dividends and other distributions in cash to which the 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 Financial Securities (the "**Cash Proceeds**") shall be paid to the Special Cash Account. By executing the Confirmation of Third Ranking Pledge, the Account Holder shall accept to make such payments to the Special Cash Account. So long as no Event of Default has occurred, the Pledgor is hereby authorised by the Third Ranking Secured Parties to withdraw from the Special Cash Account all Cash Proceeds which have been credited therein. This authorisation may be revoked by the Security Agent, on behalf of the Third 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 Special Cash Account shall become unavailable for the Pledgor until a notification to the contrary is received by the Special Cash Account Holder from the Security Agent. In accordance with article L. 211-20 of the French *Code monétaire et financier*, the Special Cash Account is considered to be part of the Pledged Account on the date of the signature of the Statement of Third Ranking Pledge.

4. REPRESENTATIONS AND WARRANTIES

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

- (a) the Financial Securities represent and will continue to represent at all times at least 100 % of the share capital of the Company;
- (b) the Company is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (c) the Financial Securities and the Pledged Account 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

Pledge, the Second Ranking Pledge and the Third Ranking Pledge) 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 Third Ranking Secured Parties with respect to the Third Ranking Pledge;

- (d) other than the First Ranking Pledge and the Second Ranking Pledge, 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 Third Ranking Pledge or the transfer of the Financial Securities; and
- (e) the articles of association (*statuts*) of the Company do not contain any prior approval clause (*clause d'agrément*).

5. UNDERTAKINGS

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

- (a) not to sell or otherwise transfer in any manner whatsoever (including by way of merger or corporate reconstruction) the Pledged Account, 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 Pledge Agreement and the Second Ranking Pledge Agreement;
- (b) not to create, incur or permit to subsist any security interest or encumbrance whatsoever over the Pledged Account, the Financial Securities or the Cash Proceeds other than the First Ranking Pledge, the Second Ranking Pledge and the Third Ranking Pledge, 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 Pledged Account, other than as permitted by the Relevant Secured Documents;
- (d) not to close the Pledged Account, other than as permitted by the Relevant Secured Documents;
- (e) not to allow the articles of association (*statuts*) of the Company to contain any provision which would limit in anyway the exercise by the Third Ranking Secured Parties of their rights under the Third Ranking Pledge;
- (f) not to use any voting rights relating to any Financial Securities in a manner which would affect the validity or enforceability of the Third Ranking Pledge or cause an Event of Default to occur;
- (g) 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 the Third Ranking Pledge;
- (ii) to facilitate the realisation or enforcement of the Third 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 Third Ranking Secured Parties, shall be entitled to exercise in respect of the Third Ranking Pledge all rights, remedies and actions whatsoever that are available to the Third Ranking Secured Parties under French law, and enforce the Third 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 Third 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 Third 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 Third 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 Third Ranking Secured Parties shall be entitled to exercise any of the rights referred to in Clause 6.1 above without being required to enforce other rights that the Third 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 Pledge and/or the Second Ranking Pledge and/or the Third Ranking Pledge 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 Third 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 Third Ranking Secured Party shall, at the request and cost of the Pledgor, take any action which may be necessary to release the Pledged Account 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 Third 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 Third 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 Third 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 the Third Ranking Pledge.

9. EXPENSES

The Pledgor shall bear any expense which the Security Agent or any other Third 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 Third Ranking Secured Parties' rights under this Agreement and the Third Ranking Pledge, 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 Third 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 the Third 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 the Third 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 31 March 2015.

In seven (7) original copies

THE PLEDGOR:



INEOS INVESTMENTS INTERNATIONAL LIMITED

By: *C. Danku*

THE SECURITY AGENT acting (i) for itself and (ii) in the name and on behalf of the other Third 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:

Juana Huwaldt
Vice President

IN THE PRESENCE OF THE FIRST RANKING SECURED PARTIES:

represented by the SECURITY AGENT, acting (i) for itself and (ii) 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:

Juana Huwaldi
Vice President

IN THE PRESENCE OF THE SECOND RANKING SECURED PARTIES:

represented by the SECURITY AGENT, acting (i) for itself and (ii) 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 the Original Senior Secured Indentures (as such term is defined therein):



BARCLAYS BANK PLC

By:

Juana Huwald
Vice President

THE SECURITY AGENT, acting as third party holder (*tiers convenu*) in accordance with articles 2.5 and 2.6 of the Agreement:



BARCLAYS BANK PLC

By:

Juana Huwaidi
Vice President

SCHEDULE 1 – FORM OF STATEMENT OF THIRD RANKING PLEDGE

DÉCLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE TROISIÈME RANG

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

CONSTITUANT DU NANTISSEMENT DE TROISIÈME RANG :

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 TROISIÈME RANG DU NANTISSEMENT :

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 Troisième 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 (*Senior Facilities Agreement*) en date du 27 avril 2012 (tel qu'amendé de temps à autre, notamment par un avenant en date du 8 mai 2013, un avenant en date du 21 février 2014, un avenant en date du 24 novembre 2014 et un avenant en date du 31 mars 2015 (*Joinder Agreement*)) (l'"**Avenant**"), 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 Troisième 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 2022 ("**2022 Lenders**", tel que ce terme est défini dans l'Avenant) aux termes de l'Avenant ;
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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Troisième 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 Déléataires, ainsi que leurs cessionnaires, successeurs, subrogés et ayants-droit respectifs étant ci-après désignés ensemble les "**Bénéficiaires de Troisième Rang**", les Bénéficiaires de Troisième Rang à la date des présentes étant les entités dont la liste figure à l'Annexe A (*Liste des Bénéficiaires de Troisième Rang à la Date de Signature*),

CRÉANCES GARANTIES :

- Nature : toutes dettes et autres obligations, dues ou pouvant être dues aux Bénéficiaires de Troisième 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 Troisième Rang)), (i) 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 Troisième Rang), ou (ii) 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 Troisième Rang), ou (iii) aux termes de toute stipulation similaire au titre du Contrat de Crédits Senior, ou (iv) de toute autre stipulation similaire au titre de tout Contrat de Crédits Senior Additionnels, ou (v) 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 Troisième 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 Troisième 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 Troisième Rang) au titre de tout Document Garanti ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Troisième 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 Troisième Rang pour, ou à la demande d'une Société du Groupe ("*Group Company*", tel que ce terme est défini dans la Convention de Nantissement de Troisième

Rang) et toutes pertes subies par tout Bénéficiaire de Troisième Rang au titre des Documents Garantis ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Troisième 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 Troisième Rang (telle que définie ci-dessous) :

- (a) au titre du Contrat de Crédits Senior (*Senior Facilities Agreement*) :

- (i) au titre des facilités ("*Facilities*") autres que les nouveaux prêts à terme 2022 ("*2022 New Term Loans*") : USD 3.015.000.000 et € 850.000.000 en principal ; et

- (ii) au titre des nouveaux prêts à terme 2022 ("*2022 New Term Loans*") : USD 625.000.000 et € 850.000.000, 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) USD 1.000.000.000 et € 500.000.000 au titre des Obligations Senior Initiales Février 2012, et (ii) 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,

(ci-après les "**Créances Garanties**").

IDENTIFICATION DU COMPTE SPÉCIAL NANTI :

- (a) Compte de titres financiers n°4 ter ouvert dans les livres d'INEOS France SAS, une société par actions simplifiée au capital de € 51.057.480, ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence (le "**Teneur de Compte**") au nom du Constituant,

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

- (b) Compte spécial [REDACTED] ouvert dans les livres de Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, 10, Cours Pierre Puget (2ème étage), 13006 Marseille (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 : INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480, ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence
- Nombre : trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions

CONDITIONS DU NANTISSEMENT DE TROISIÈME RANG :

Le Constituant constitue en nantissement de troisième rang le Compte Nanti au bénéfice des Bénéficiaires de Troisième Rang en garantie de ses obligations au titre des Créances Garanties selon les conditions et modalités de la convention de nantissement de troisième rang de compte de titres financiers (*Third Ranking Financial Securities Account Pledge Agreement*) en date du 31 mars 2015 (la "**Convention de Nantissement de Troisième Rang**") conclue par le Constituant et l'Agent des Sûretés agissant au nom et pour le compte des autres Bénéficiaires de Troisième Rang. Tous les termes et expressions définis dans la présente déclaration de nantissement (la "**Déclaration de Nantissement de Troisième Rang**") auront le sens qui leur est attribué à la Convention de Nantissement de Troisième Rang, le cas échéant par renvoi.

Les droits et obligations respectifs (i) des Bénéficiaires de Second Rang ("*Second Ranking Secured Parties*") au titre du Nantissement de Second Rang ("*Second Ranking Pledge*"), (ii) des Bénéficiaires de Premier Rang ("*First Ranking Secured Parties*") au titre du Nantissement de Premier Rang ("*First Ranking Pledge*"), et (iii) des Bénéficiaires de Troisième Rang ("*Third Ranking Secured Parties*") au titre du Nantissement de Troisième Rang ("*Third Ranking Pledge*"), 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, les Bénéficiaires du Troisième Rang et le Constituant, conformément aux termes de l'article 2337, alinéa 2, du Code civil.

Fait le ____ mars 2015, en quatre (4) exemplaires originaux.

LE CONSTITUANT :

INEOS INVESTMENTS INTERNATIONAL LIMITED

Par :

ANNEXE A

LISTE DES BÉNÉFICIAIRES DE TROISIÈME 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 (*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) :

Investor	Street Addr	City Name	State	Postal Cd	Cntry
A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTMENT TRUST-PIMCO CAYMAN BANK LIBOR PLUS FUND JPY HEDGE	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
A VOCE CLO LIMITED	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
ABERDEEN LOAN FUNDING LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
ABSALON CREDIT FUND LIMITED	IFSC 5 HARBOURMASTER PLACE	DUBLIN			1 IE
ACA CLO 2006-2 LIMITED	47TH FLOOR 140 BROADWAY	NEW YORK		10005-1106	US
ACA CLO 2007-1 LIMITED	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
ACA EURO CLO 2007-1 PLC	53 MERRION SQUARE	DUBLIN			2 IE
ACE AMERICAN INSURANCE COMPANY	100 EAST PRATT STREET	BALTIMORE	MD	21202-1009	US
ACE EUROPEAN GROUP LIMITED	100 BELLEVUE PARKWAY	WILMINGTON	DE	19809-3716	US

ACE PROPERTY & CASUALTY INSURANCE COMPANY	40 EAST 52ND STREET	NEW YORK		10022-5911	US
ACIS CLO 2013-2 LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
ADAGIO II CLO PLC	C/O AXA INVESTMENT MANAGERS PARIS S COEUR DEFENSE TOUR B LA DEFENSE 4 100 ESPLANADE DU GENERAL DE GAULLE	PARIS LA DEFENSE		92932	FR
ADAGIO III CLO PLC	19-20 CITY QUAY	DUBLIN		2	IE
ADVANCE DEFENSIVE YIELD MULTI-BLENDFUND	BNY MELLON CENTER 201 WASHINGTON STREET	BOSTON	MA	02108-4408	US
ADVOCATE HEALTH CARE NETWORK	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
AETNA HEALTH INC	100 BELLEVUE PARKWAY	WILMINGTON	DE	19809-3716	US
AETNA HEALTH MANAGEMENT LLC	100 BELLEVUE PARKWAY	WILMINGTON	DE	19809-3716	US
AETNA LIFE INSURANCE COMPANY	100 BELLEVUE PARKWAY	WILMINGTON	DE	19809-3716	US
AGF FLOATING RATE INCOME FUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
AIMCO CLO SERIES 2006-A	3075 SANDERS ROAD	NORTHBROOK	IL	60062	US
AIRLIE CLO 2006-II LIMITED	SUITE 4 115 EAST PUTNAM AVENUE	GREENWICH	CT	06830-5643	US
ALCENTRA SV SARL	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
ALLEGRO CLO I LIMITED	4TH FLOOR 100 WEST PUTNAM AVENUE	GREENWICH	CT	06830-5362	US
ALLIED WORLD ASSURANCE COMPANY LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ALM IV 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
ALM VI LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM VII (R) LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM VII (R)-2 LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM VII LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM VIII LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM X LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM XI LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALM XIV LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALME LOAN FUNDING 2013-1 LIMITED	SUITE 2710 700 LOUISIANA STREET	HOUSTON	TX	77002-2870	US
ALME LOAN FUNDING II LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US

ALME LOAN FUNDING III LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
ALPSTAR CLO 2 PLC	5 HARBOURMASTER PLACE	DUBLIN		1	IE
AMERICAN GENERAL LIFE INSURANCE COMPANY	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
AMERICAN HOME ASSURANCE COMPANY	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
AMMC CLO 15 LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO IX LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO X LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO XI LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO XII LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO XIII LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
AMMC CLO XIV LIMITED	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
APIDOS CDO III	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
APIDOS CDO IV LIMITED	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
APIDOS CDO V	C/O APIDOS CAPITAL MANAGEMENT 712 5TH AVENUE	NEW YORK		10019	US
APIDOS CINCO CDO	C/O APIDOS CAPITAL MANAGEMENT 712 5TH AVENUE	NEW YORK		10019	US
APIDOS CLO XIX	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
APIDOS CLO XVIII	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
APIDOS QUATTRO CDO	4TH FLOOR BOUNDARY HALL	GEORGE TOWN		Y1-1102	KY
AQUILAE CLO II PLC	5 HARBOURMASTER PLACE IFSC	DUBLIN		1	IE
ARBOUR CLO II LIMITED	27 KNIGHTSBRIDGE	LONDON		SW1X 7LY	GB
ARBOUR CLO LIMITED	28TH FLOOR 333 SOUTH GRAND AVENUE	LOS ANGELES	CA	90071-1504	US
ARCH INVESTMENT HOLDINGS III LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
ARCHES FUNDING ULC	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
ARES EURO CLO I BV	PRINS BERNHARDPLEIN 200	AMSTERDAM		1097 JB	NL
ARES EUROPEAN CLO II BV	200 PRINS BERNHARDPLEIN	AMSTERDAM		1097 JB	NL
ARES EUROPEAN CLO III BV	16TH FLOOR 245 PARK AVENUE	NEW YORK	NY	11067	US
ARES EUROPEAN CLO III BV	5TH FLOOR 6 ST ANDREW STREET	LONDON		EC4A 3AE	GB
ARES EUROPEAN CLO VI BV	5TH FLOOR 6 ST ANDREW STREET	LONDON		EC4A 3AE	GB
ARES EUROPEAN CLO VII BV	5TH FLOOR 6 ST ANDREW STREET	LONDON		EC4A 3AE	GB

ARES IIIR/IVR CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
ARES XXI CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
ARES XXII CLO LIMITED	BUILDING B 2 WORLD FINANCIAL CENTRE	NEW YORK		10281-1038	US
ARES XXVII CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
ARES XXVIII CLO LIMITED	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
ARIA INVESTMENTS TRUST	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
ARROWOOD INDEMNITY COMPANY	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
ARROWOOD INDEMNITY COMPANY	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
ARROWOOD INDEMNITY COMPANY AS ADMINISTRATOR OF THE PENSION PLAN OF ARROWOOD INDEMNITY COMPANY	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
ARROWPOINT CLO 2013-1 LIMITED	C/O ARROWPOINT ASSET MANAGEMENT LLC SUITE 325 100 FILLMORE STREET, DENVER	DENVER	CO	80206-4916	US
ARROWPOINT CLO 2014-3 LIMITED	SUITE 325 100 FILLMORE STREET	DENVER	CO	80206-4916	US
ASPEN BERMUDA LIMITED	LOWER L-1 345 PARK AVENUE	NEW YORK	NY	10154-0003	US
ATLAS SENIOR LOAN FUND II LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND III LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND IV LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND V LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND VI LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATLAS SENIOR LOAN FUND VII LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ATRIUM IX	BSMT 18 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
ATRIUM V	BSMT 18 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
ATRIUM VII	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
ATRIUM VIII	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
ATRIUM X	BSMT 18 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
ATRIUM XI	BSMT 18 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
AUCARA HEIGHTS INC	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US

AUSTRALIANSUPER	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
AVALON IV CAPITAL LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
AVAW Z H INTERNATIONALE KAPITALANLAGEGESELLSCHAFT MBH	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
AVENUE CLO III LIMITED	6TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-5074	US
AVERY POINT II CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
AVERY POINT III CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
AVOCA CAPITAL CLO X LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	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
AVOCA CLO VIII LIMITED	30 HERBERT STREET	DUBLIN		2	IE
AVOCA CLO XI LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	IE
AVOCA CLO XII LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	IE
AVOCA CLO XIII LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	IE
AVOCA EUROPEAN LOAN FUND LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	IE
AVOCA SECURED FLOATING RATE LOAN FUND LIMITED	75 ST STEPHENS GREEN	DUBLIN		2	IE
AXA IM LOAN LIMITED	4TH FLOOR 100 WEST PUTNAM AVENUE	GREENWICH	CT	06830-5362	US
AXIUS EUROPEAN CLO SA	46A AVENUE JOHN F KENNEDY	LUXEMBOURG		L-1855	LU
BA/CS CREDIT 1 LLC	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
BABSON CAPITAL BANK LOAN FUND A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTMENT TRUST	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
BABSON CAPITAL EUROPEAN SENIOR LOANS LIMITED	85 MERRION SQUARE	DUBLIN		2	IE
BABSON CAPITAL FLOATING RATE INCOMEMASTER FUND LP	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
BABSON CAPITAL SENIOR LOAN TRUST	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
BABSON CLO 2014-III	1500 MAIN STREET	SPRINGFIELD	MA	02110-2208	US
BABSON CLO LIMITED 2005-III	470 ATLANTIC AVENUE	BOSTON	MA	02110	US
BABSON CLO LIMITED 2006-II	470 ATLANTIC AVENUE	BOSTON	MA	02110	US
BABSON CLO LIMITED 2007-1	470 ATLANTIC AVENUE	BOSTON	MA	02110	US
BABSON CLO LIMITED 2011-I	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
BABSON CLO LIMITED 2013-1	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
BABSON EURO CLO 2014-1 BV	1500 MAIN STREET	SPRINGFIELD	MA	02110-2208	US
BABSON EURO CLO 2014-2 BV	1500 MAIN STREET	SPRINGFIELD	MA	02110-2208	US
BABSON MID-MARKET CLO LIMITED 2007-II	470 ATLANTIC AVENUE	BOSTON	MA	02110	US

BACCHUS (US) 2006-1 LIMITED	C/O THE BANK OF NEW YORK TRUST COMP 17TH FLOOR 601 TRAVIS STREET	HOUSTON	TX	77002-3001	US
BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED	2 KING EDWARD STREET	LONDON		EC1A 1HQ	GB
BANK OF AMERICA NA	SUITE 1000 101 SOUTH TRYON STREET	CHARLOTTE	NC	28280-0010	US
BANK OF AMERICA NA-CHARLOTTE BRANCH	NATIONSBANK CORPORATE CENTER SUITE 170 100 NORTH TRYON STREET	CHARLOTTE	NC	28202-4024	US
BAPTIST HEALTH SOUTH FLORIDA INC	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
BARCLAYS BANK PLC	200 PARK AVENUE	NEW YORK		10166-0005	US
BARCLAYS BANK PLC-LONDON BRANCH	1 CHURCHILL PLACE CANARY WHARF	LONDON		E14 5HP	GB
BATTALION CLO 2007-I LIMITED	SUITE 1301 717 FIFTH AVENUE	NEW YORK		10022-8101	US
BATTALION CLO III LIMITED	SUITE 1600 399 PARK AVENUE	NEW YORK	NY	10022-4415	US
BATTALION CLO IV LIMITED	SUITE 1600 399 PARK AVENUE	NEW YORK	NY	10022-4415	US
BATTALION CLO VI LIMITED	SUITE 1600 399 PARK AVENUE	NEW YORK	NY	10022-4415	US
BATTALION CLO VII LIMITED	SUITE 1600 399 PARK AVENUE	NEW YORK	NY	10022-4415	US
BAYERNINVEST ALTERNATIVE LOAN-FONDS	230 PARK AVENUE	NEW YORK		10169-0005	US
BAYVK R2 FONDS	75 ST STEPHENS GREEN	DUBLIN		2	IE
BCBS OF TN CROSSOVER	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
BENEFIT STREET CREDIT ALPHA MASTERFUND LIMITED	C/O BENEFIT STREET PARTNERS LLC SUITE 4700 9 WEST 57TH STREET	NEW YORK	NY		US
BENEFIT STREET PARTNERS CLO I LIMITED	50 KENNEDY PLAZA 18TH FLOOR	PROVIDENCE	RI	02903-2393	US
BENEFIT STREET PARTNERS CLO II LIMITED	18TH FLOOR 50 KENNEDY PLAZA	PROVIDENCE	RI	02903-2393	US
BENEFIT STREET PARTNERS CLO IV LIMITED	18TH FLOOR 50 KENNEDY PLAZA	PROVIDENCE	RI	02903-2393	US
BENTHAM WHOLESALE SYNDICATED LOAN FUND	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
BETONY CLO LIMITED	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2719	US
BLACKROCK BANK LOAN STRATEGY FUND OF MULTI MANAGER GLOBAL INVESTMENT TRUST	100 BELLEVUE PARKWAY	WILMINGTON	DE	19809-3716	US
BLACKROCK DEBT STRATEGIES FUND INC	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK DEFINED OPPORTUNITY CREDIT TRUST	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK FLOATING RATE INCOME STRATEGIES FUND INC	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK FLOATING RATE INCOME TRUST	40 EAST 52ND STREET	NEW YORK		10022-5911	US

BLACKROCK FUNDS II BLACKROCK FLOATING RATE INCOME PORTFOLIO	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK GLOBAL INVESTMENT SERIES:INCOME STRATEGIES PORTFOLIO	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK LIMITED DURATION INCOME TRUST	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK SECURED CREDIT PORTFOLIO OF BLACKROCK FUNDS II	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK SENIOR FLOATING RATE PORTFOLIO	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK SENIOR INCOME SERIES IV	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKROCK SENIOR INCOME SERIES V LIMITED	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BLACKSTONE/GSO CORPORATE FUNDING LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
BLACKSTONE/GSO LOAN FUNDING LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE HOUSE	DUBLIN		2	IE
BLACKSTONE/GSO SECURED TRUST LIMITED	31ST FLOOR 345 PARK AVENUE	NEW YORK	NY	10154-0004	US
BLACKSTONE/GSO SENIOR LOAN PORTFOLIO	31ST FLOOR 345 PARK AVENUE	NEW YORK	NY	10154-0004	US
BLACKSTONE/GSO STRATEGIC CREDIT FUND	C/O GSO/BLACKSTONE DEBT FUNDS MANAG 11TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUE CROSS OF IDAHO HEALTH SERVICE INC	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
BLUE HILL CLO LIMITED	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
BLUE SHIELD OF CALIFORNIA	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
BLUEMOUNTAIN CLO 2011-1 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2012-1 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2012-2 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2013-1 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2013-2 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2013-3 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2013-4 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO 2014-2 LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO II LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BLUEMOUNTAIN CLO III LIMITED	12TH FLOOR 280 PARK AVENUE	NEW YORK	NY	10017-1216	US
BMI CLO I	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BNP PARIBAS FLEXI III GLOBAL SENIOR CORPORATE LOANS FUND	BURGERWEESHUISPAD 201	AMSTERDAM		1076 GR	NL

BNP PARIBAS GLOBAL SENIOR CORPORATELOANS	6TH FLOOR 75 STATE STREET	BOSTON	MA	02109-1827	US
BNP PARIBAS SA	16 BOULEVARD DES ITALIENS	PARIS		75009	FR
BNP PARIBAS SENIOR CORPORATE LOANSEUROPE/US	1 BOULEVARD HAUSSMANN	PARIS		75009	FR
BNPP FLEXI III SSEC BANK LOAN MOGLIANO	DE ENTREE 99-197	AMSTERDAM		1101HE	NL
BNPP IP CLO 2014-1 LIMITED	6TH FLOOR 75 STATE STREET	BOSTON	MA	02109-1827	US
BNPP IP EURO CLO 2015-1	16 BOULEVARD DES ITALIENS	PARIS		75009	FR
BOC PENSION INVESTMENT FUND	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
BOMBARDIER TRUST (CANADA) LONG TERM FIXED INCOME FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
BOSPHORUS CAPITAL LIMITED	GROUP MARKETS OPERATIONS GS-MO 3 2 1 THEODOR-HEUSS-ALLEE 50 FX/MM & REPO/SBL CONFIRMATION MATCH	FRANKFURT		60261	DE
BOSPHORUS INVESTMENTS LIMITED	GROUP MARKETS OPERATIONS GS-MO 3 2 1 THEODOR-HEUSS-ALLEE 50 FX/MM & REPO/SBL CONFIRMATION MATCH	FRANKFURT		60261	DE
BR-FRI	40 EAST 52ND STREET	NEW YORK		10022-5911	US
BRIDGEPORT CLO II LIMITED	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
BRIDGEPORT CLO LIMITED	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
BURR RIDGE CLO PLUS LIMITED	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
CADOGAN SQUARE CLO IV BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
CADOGAN SQUARE CLO V BV	1 CABOT SQUARE	LONDON		E14 4QJ	GB
CAIRN CLO II BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101CM	NL
CAIRN CLO III BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
CALLIDUS DEBT PARTNERS CLO FUND VILIMITED	C/O CALLIDUS CAPITAL MANAGEMENT LLC 27TH FLOOR 520 MADISON AVENUE	NEW YORK		10022	US
CANARAS SUMMIT CLO LIMITED	130 WEST 42ND STREET SUITE 1500	NEW YORK	NY	10036-7902	US
CANARAS SUMMIT CLO LIMITED	SUITE 1500 130 WEST 42ND STREET	NEW YORK	NY	10036-7902	US
CARLYLE DAYTONA CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US

CARLYLE GLOBAL MARKET STRATEGIES CLO 2011-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-2 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-3 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-4 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-2 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-3 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-4 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-2 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-3 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-4	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-5 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2013-1 BV	HERIKERBERGWEG 238	AMSTERDAM ZUIDOOST		1101 CM	NL
CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2014-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2014-2 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2014-3 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2015-1 LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NORTHWEST	WASHINGTON D.C.	DC	20004-2505	US

CARLYLE HIGH YIELD PARTNERS IX LIMITED	17TH FLOOR 601 TRAVIS STREET	HOUSTON	TX	77002	US
CARLYLE HIGH YIELD PARTNERS VIII LIMITED	17TH FLOOR 601 TRAVIS STREET	HOUSTON	TX	77002	US
CARLYLE HIGH YIELD PARTNERS X LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CARLYLE MCLAREN CLO LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
CASTLE PARK CLO LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
CATAMARAN CLO 2012-1 LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019-6049	US
CATAMARAN CLO 2013-1 LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019-6049	US
CATAMARAN CLO 2014-1 LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019-6049	US
CATAMARAN CLO 2014-2 LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019-6049	US
CATAMARAN CLO 2015-1 LIMITED	6TH FLOOR 295 MADISON AVENUE	NEW YORK	NY	10017-7731	US
CATHEDRAL LAKE CLO 2013 LIMITED	SUITE 1800 2100 MCKINNEY AVENUE	DALLAS	TX	75201-6909	US
CAVALRY CLO II LIMITED	12TH FLOOR 222 BERKELEY STREET	BOSTON	MA	02116-3733	US
CAVALRY CLO III LIMITED	12TH FLOOR 222 BERKELEY STREET	BOSTON	MA	02116-3733	US
CAVALRY CLO V LIMITED	12TH FLOOR 222 BERKELEY STREET	BOSTON	MA	02116-3733	US
CELF LOAN PARTNERS III PLC	85 MERRION SQUARE	DUBLIN		2	IE
CELF LOAN PARTNERS IV PLC	85 MERRION SQUARE	DUBLIN		2	IE
CELF LOW LEVERED PARTNERS PLC	85 MERRION SQUARE	DUBLIN		2	IE
CENT CDO 10 LIMITED	SUITE 101 500 2ND STREET SOUTH	LA CROSSE	WI	54601-4028	US
CENT CDO 12 LIMITED	SUITE 101 500 2ND STREET SOUTH	LA CROSSE	WI	54601-4028	US
CENT CDO 14 LIMITED	SUITE 101 500 2ND STREET SOUTH	LA CROSSE	WI	54601-4028	US
CENT CDO 15 LIMITED	SUITE 101 500 2ND STREET SOUTH	LA CROSSE	WI	54601-4028	US
CENT CDO XI LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 16 LP	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 17 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 18 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 19 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 20 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 21 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT CLO 22 LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENT WAREHOUSING LIMITED	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
CENTRAL PARK CLO LIMITED	31ST FLOOR 345 PARK AVENUE	NEW YORK	NY	10154-0004	US

CENTRICA COMBINED COMMON INVESTMENT FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
CENTURION CDO 9 LIMITED	C/O RIVERSOURCE INVESTMENTS LLC 50605 AMERIPRISE FINANCIAL CENTER	MINNEAPOLIS	MN	55474	US
CHERRYWALK FUNDING LLC	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
CHURCHILL FINANCIAL CAYMAN LIMITED	SUITE 1510 400 PARK AVENUE	NEW YORK		10022-9471	US
CIF CORE BOND PLUS HY	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
CIFC FUNDING 2006-I LIMITED	5TH FLOOR 250 PARK AVENUE	NEW YORK	NY	10177-0001	US
CIFC FUNDING 2007-II LIMITED	5TH FLOOR 250 PARK AVENUE	NEW YORK	NY	10177-0001	US
CIFC FUNDING 2007-III LIMITED	5TH FLOOR 250 PARK AVENUE	NEW YORK	NY	10177-0001	US
CIFC FUNDING 2011-I LIMITED	5TH FLOOR 250 PARK AVENUE	NEW YORK	NY	10177-0001	US
CITI LOAN FUNDING GALAXY 19 LLC	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
CITIBANK INTERNATIONAL LIMITED	CITIGROUP CENTRE CANADA SQUARE CANARY WHARF	LONDON		E14 5LB	GB
CITIBANK NA	5TH FLOOR 390 GREENWICH STREET	SIOUX FALLS	SD	10013-2375	US
CITY NATIONAL ROCHDALE FIXED INCOME OPPORTUNITIES FUND	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
CLARE ISLAND BV	LOCATELLIKADE 1 PARNASSUSTRN	AMSTERDAM		1076 AZ	NL
CLEAR LAKE CLO LIMITED	400 SOUTH HOPE STREET	LOS ANGELES	CA	90071	US
CM LIFE INSURANCE COMPANY	1295 STATE STREET	SPRINGFIELD	MA	01111-000	US
COA CAERUS CLO LIMITED	C/O THE BANK OF NEW YORK TRUST COMP NATIONAL ASSOCIATION GLOBAL CORPORA	HOUSTON	TX	77002-3001	US
COA SUMMIT CLO LIMITED	16 PALACE STREET	LONDON		SW1E 5JD	GB
COLLECTIVE TRUST HIGH YIELD FUND	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
COLUMBIA FUNDS SERIES TRUST II-COLUMBIA FLOATING RATE FUND	225 FRANKLIN STREET	BOSTON	MA	02110-3605	US
COLUMBIA FUNDS VARIABLE SERIES TRUST II-VARIABLE PORTFOLIO-EATON VANCE FLOATING RATE INCOME FUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
COLUMBIA FUNDS VARIABLE SERIES TRUST II-VARIABLE PORTFOLIO-EATON VANCE FLOATING-RATE INCOME FUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
COLUMBUSNOVA CLO IV LIMITED 2007-II	10TH FLOOR 401 NORTH TRYON STREET	CHARLOTTE	NC	28202	US
COLUMBUSNOVA CLO LIMITED 2006-I	C/O COLUMBUS NOVA CREDIT INVESTMENT SUITE 1200	CHARLOTTE	NC	28202-3205	US
COLUMBUSNOVA CLO LIMITED 2006-I	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US

COLUMBUSNOVA CLO LIMITED 2006-II	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
COLUMBUSNOVA CLO LIMITED 2007-I	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
COMMERCE & INDUSTRY INSURANCE COMPANY	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
COMMERZBANK AG-LONDON BRANCH	30 GRESHAM STREET	LONDON		EC2V 7PG	GB
COMMONWEALTH FIXED INTEREST FUND 17CUSTOMER INTERNAL A/C NUMBER 1284210000	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
COMMONWEALTH OF PENNSYLVANIA	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
CONISTON CLO BV	C/O INVESCO ASSET MANAGEMENT 30 FINSBURY SQUARE	LONDON		EC2A 1AG	GB
CONSUMER PROGRAM ADMINISTRATORS INC	200 EAST RANDOLPH STREET	CHICAGO	IL	60601	US
COPPERHILL LOAN FUND I LLC	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
CORDATUS LOAN FUND I PLC	5 HARBOURMASTER PLACE	DUBLIN		1	IE
CORDATUS LOAN FUND II PLC	5 HARBOURMASTER PLACE IFSC	DUBLIN		1	IE
CORDATUS LOAN FUND II PLC	42ND FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
COVENANT CREDIT PARTNERS CLO I LIMITED	SUITE 1220 6100 FAIRVIEW ROAD	CHARLOTTE	NC	28210-3277	US
COVENANT CREDIT PARTNERS CLO II LIMITED	SUITE 1220 6100 FAIRVIEW ROAD	CHARLOTTE	NC	28210-3277	US
CREDIT SUISSE DOLLAR SENIOR LOAN FUND LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
CREDIT SUISSE FLOATING RATE HIGH INCOME FUND	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
CREDIT SUISSE FLOATING RATE TRUST	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
CREDIT SUISSE INTERNATIONAL	1 CABOT SQUARE	LONDON		E14 4QJ	GB
CREDIT SUISSE NOVA (LUX)	1 CABOT SQUARE	LONDON		E14 4QJ	GB
CREDIT SUISSE SENIOR LOAN INVESTMENT UNIT TRUST	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
CRESCENT CAPITAL HIGH INCOME FUND BLP	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
CRESCENT CAPITAL HIGH INCOME FUND LP	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
CRESCENT LONG/SHORT CREDIT OPPORTUNITY FUND LP	C/O TCW ASSET MANAGEMENT COMPANY SUITE 1800 865 SOUTH FIGUEROA STREET	LOS ANGELES	CA	90017-2543	US
CRESCENT SENIOR SECURED FLOATING RATE LOAN FUND LLC	SUITE 2200 200 PARK AVENUE	NEW YORK		10166	US
CSAA INSURANCE EXCHANGE	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US

CUTWATER 2014-I LIMITED	113 KING STREET	ARMONK	NY	10504-1611	US
CVC CORDATUS LOAN FUND III LIMITED	20-22 BEDFORD ROW	LONDON		WC1R 4JS	GB
CVC CORDATUS LOAN FUND IV LIMITED	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
CVC EUROPEAN CREDIT OPPORTUNITIES SARL	33 BOULEVARD DU PRINCE HENRI			L-1724	LU
CVC EUROPEAN CREDIT OPPORTUNITIES SARL ACTING IN RESPECT OF ITS COMPARTMENT A	33 BOULEVARD DU PRINCE HENRI			L-1724	LU
CVC EUROPEAN CREDIT OPPORTUNITIES SARL ACTING IN RESPECT OF ITS COMPARTMENT B	33 BOULEVARD DU PRINCE HENRI			L-1724	LU
CVC EUROPEAN CREDIT OPPORTUNITIES SARL ACTING IN RESPECT OF ITS COMPARTMENT C	33 BOULEVARD DU PRINCE HENRI			L-1724	LU
CVP CASCADE CLO-1 LIMITED	SUITE 19A 777 3RD AVENUE BETWEEN 48TH & 49TH STREET	NEW YORK	NY	10017-1300	US
CVP CASCADE CLO-2 LIMITED	SUITE 19A 777 3RD AVENUE BETWEEN 48TH & 49TH STREET	NEW YORK	NY	10017-1300	US
DAVINCI REINSURANCE LIMITED	SUITE 1400 2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
DELAWARE DIVERSIFIED INCOME TRUST	LEVEL 22 125 WEST 55TH STREET	NEW YORK	NY	10019-5369	US
DELAWARE GROUP ADVISOR FUNDS-DELAWARE DIVERSIFIED INCOME FUND	LEVEL 22 125 WEST 55TH STREET	NEW YORK	NY	10019-5369	US
DELAWARE GROUP INCOME FUNDS-DELAWARE DIVERSIFIED FLOATING RATE FUND	LEVEL 22 125 WEST 55TH STREET	NEW YORK	NY	10019-5369	US
DELAWARE LIFE INSURANCE COMPANY	1 SUN LIFE EXECUTIVE PARK	WELLESLEY	MA	02481-5615	US
DELAWARE VIP TRUST-DELAWARE VIP DIVERSIFIED INCOME SERIES	LEVEL 22 125 WEST 55TH STREET	NEW YORK	NY	10019-5369	US
DEUTSCHE BANK AG-LONDON BRANCH	6-8 BISHOPSGATE	LONDON		EC2N 4DA	GB
DEUTSCHE BANK AG-NEW YORK BRANCH	31 WEST 52ND STREET	NEW YORK	NY	10019-6118	US
DEUTSCHE ENHANCED COMMODITY STRATEGY FUND	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
DEUTSCHE FLOATING RATE FUND	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
DIAMOND LAKE CLO LIMITED	SUITE 2400 201 SOUTH COLLEGE STREET	CHARLOTTE	NC	28244-0200	US
DIVERSIFIED CREDIT PORTFOLIO LIMITED	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
DIVERSIFIED REAL ASSET CIT	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
DORAL CLO II LIMITED	387 PARK AVENUE SOUTH	NEW YORK		10016	US
DORAL CLO III LIMITED	387 PARK AVENUE SOUTH	NEW YORK		10016	US
DUANE STREET CLO II LIMITED	731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
DUANE STREET CLO III LIMITED	731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
DUANE STREET CLO IV LIMITED	731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
DUCHES IV CLO BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL

DUCHESS V CLO BV	61 ALDWYCH	LONDON		WC2B 4AE	GB
DUCHESS VI CLO BV	HERIKERBERGWEG 238 LUNA ARENA AMSTERDAM ZUIDOOST	AMSTERDAM		1101 CM	NL
DUCHESS VII CLO BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
DUNHAM FLOATING RATE BOND FUND	SUITE 500 909 MONTGOMERY STREET	SAN FRANCISCO	CA	94133-4653	US
DWS SHORT DURATION FUND	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
DWS ULTRA-SHORT DURATION FUND	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
DYNAMIC EUROPEAN LOAN FUND LIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
EASTLAND CLO LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP SUITE 800 TWO GALLERIA TOWER 13455 NOEL ROAD	DALLAS	TX	75240-1530	US
EASTSPRING INVESTMENTS US BANK LOANSPECIAL ASSET MOTHER INVESTMENT TRUST (LOAN CLAIM)	SUITE 1200 225 WEST WACKER DRIVE	CHICAGO	IL	60606	US
EATON VANCE CDO VII PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE	DUBLIN		1	IE
EATON VANCE CDO VIII LIMITED	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE CDO X PLC	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE CLO 2013-1 LIMITED	SUITE 1400 2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE CLO 2014-1 LIMITED	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE FLOATING-RATE INCOME PLUS FUND	SUITE 1400 2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE FLOATING-RATE INCOME TRUST	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE INSTITUTIONAL SENIOR LOAN FUND	C/O EATON VANCE MANAGEMENT 6TH FLOOR 255 STATE STREET	BOSTON	MA	02109	US
EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE LIMITED DURATION INCOMEFUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE LOAN HOLDING LIMITED	SUITE 1400 2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE SENIOR FLOATING-RATE TRUST	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
EATON VANCE SENIOR INCOME TRUST	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4108	US
EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND	255 STATE STREET	BOSTON	MA	02109	US
EATON VANCE VT FLOATING RATE INCOMEFUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
ELECTRONIC DATA SYSTEMS 1994 PENSION SCHEME	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
ELECTRONIC DATA SYSTEMS RETIREMENT PLAN	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
ELEX ALPHA SA	9B BOULEVARD DU PRINCE			L-1724	LU

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EMPLOYEES RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
ESURE INSURANCE LIMITED	SUITE 1000 215 10TH STREET	DES MOINES	IA	50309-3615	US
EURO-GALAXY CLO BV	FREDERICK ROESKESTRAAT 123	AMSTERDAM		1076EE	NL
EURO-GALAXY II CLO BV	FRED ROESKESTRAAT 123 1HG	AMSTERDAM		1076EE	NL
EURO-GALAXY III CLO BV	6TH FLOOR EXCHEQUER COURT 33 ST MARY AXE	LONDON		EC3A 8AA	GB
EURO-GALAXY IV CLO BV	C/O PINEBRIDGE INVESTMENTS EUROPE L 6TH FLOOR EXCHEQUER COURT 33 ST MARY AXE	LONDON		EC3A 8AA	GB
EUROPEAN ENHANCED LOAN FUND SA	46A AVENUE JOHN F KENNEDY			L-1855	LU
FCCI INSURANCE COMPANY	24 ELM STREET	MONTPELIER	VT	05602-2814	US
FDP SERIES INC/FRANKLIN TEMPLETON TOTAL RETURN FDP FUND	500 EAST BROWARD BOULEVARD	FORT LAUDERDALE	FL	33394-3000	US
FIRE & POLICE PENSION FUND-SAN ANTONIO	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
FIRST AMERICAN TITLE INSURANCE COMPANY-(3048)	650 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-7014	US
FIRST TRUST SENIOR FLOATING RATE INCOME FUND II	SUITE 400 120 E LIBERTY DRIVE	WHEATON	IL	60187-5455	US
FIRST TRUST SENIOR LOAN FUND	SUITE 400 120 EAST LIBERTY DRIVE	WHEATON	IL	60187-5455	US
FIST FRANKLIN REAL RETURN FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94404-1906	US
FIST-FRANKLIN LOW DURATION TOTAL RETURN FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94404-1906	US
FLAGSHIP CLO V	345 PARK AVENUE	NEW YORK		10154-0004	US
FLAGSHIP CLO VIII LIMITED	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
FLATIRON CLO 2007-1 LIMITED	51 MADISON AVENUE	NEW YORK	NY	10010-1603	US
FLATIRON CLO 2011-1 LIMITED	51 MADISON AVENUE	NEW YORK	NY	10010-1603	US
FLATIRON CLO 2012-1 LIMITED	51 MADISON AVENUE BASEMENT 1B	NEW YORK		10010-1603	US
FLATIRON CLO 2013-1 LIMITED	51 MADISON AVENUE BASEMENT 1B	NEW YORK		10010-1603	US
FOCUSED EUROPEAN LOAN FUND	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
FOOTHILL CLO I LIMITED	SUITE 200 1001 PENNSYLVANIA AVENUE NW	WASHINGTON D.C.	DC	20004-2505	US
FORE CLO LIMITED 2007-I	C/O FORE RESEARCH & MANAGEMENT LP 43RD FLOOR 280 PARK AVENUE	NEW YORK		10017	US
FOUR CORNERS CLO II LIMITED	540 W MADISON STREET	CHICAGO	IL	60661-2591	US
FOUR CORNERS CLO III LIMITED	515 SOUTH FLOWER STREET	LOS ANGELES	CA	90071-2201	US
FRANKLIN BISSETT BOND FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN BISSETT CANADIAN SHORT TERM BOND FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US

FRANKLIN BISSETT CORPORATE BOND FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN CLO V LIMITED	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN CLO VI LIMITED	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN FLOATING RATE MASTER TRUST - FRANKLIN FLOATING RATE MASTER SERIES	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN INVESTORS SECURITIES TRUST - FRK TOTAL RETURN	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN INVESTORS SECURITIES TRUSTFRANKLIN FLOATING RATE DAILY ACCESS FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN STRATEGIC INCOME FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN STRATEGIC INCOME FUND CANADA	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN STRATEGIC SERIES-FRANKLINSTRATEGIC INCOME FUND INTERNAL A/C998194	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN TEMPLETON SERIES II FUNDS-FRANKLIN FLOATING RATE II FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN TEMPLETON SERIES II FUNDS-FRANKLIN UPPER TIER FLOATING RATE FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST-FRANKLIN STRATEGIC INCOME SECURITIES FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94403-1906	US
FRASER SULLIVAN CLO II LIMITED	C/O FRASER SULLIVAN INVESTMENT MANA 9TH FLOOR 400 MADISON AVENUE	NEW YORK		10017	US
FRASER SULLIVAN CLO VII LIMITED	9TH FLOOR 400 MADISON AVENUE	NEW YORK		10017-1909	US
GALAXY XI CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XII CLO LTD	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XIV CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XIX CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XV CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XVI CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XVII CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALAXY XVIII CLO LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
GALE FORCE 3 CLO LIMITED	C/O GSO CAPITAL PARTNERS LP 11TH FLOOR 280 PARK AVENUE	NEW YORK		10017	US
GALLATIN CLO III 2007-1 LIMITED	SUITE 3300 535 MADISON AVENUE	NEW YORK	NY	10022-4246	US

GALLATIN CLO IV 2012-1 LIMITED	SUITE 3300 535 MADISON AVENUE	NEW YORK	NY	10022-4246	US
GALLATIN CLO V 2013-1 LIMITED	SUITE 3300 535 MADISON AVENUE	NEW YORK	NY	10022-4246	US
GENERAL AMERICAN LIFE INSURANCE COMPANY	SUITE 1 2701 QUEENS PLAZA NORTH	NEW YORK	NY	1110-14201	US
GEORGE LUCAS FAMILY FOUNDATION	LOWER L-1 345 PARK AVENUE	NEW YORK	NY	10154-0003	US
GEORGE W LUCAS LIVING TRUST	LOWER L-1 345 PARK AVENUE	NEW YORK	NY	10154-0003	US
GLENEAGLES CLO LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
GLOBAL SPECIALIST INVESTMENT GRADE BOND FUND	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
GOLDENTREE LOAN OPPORTUNITIES III LIMITED	SUITE 21 21ST FLOOR	NEW YORK	NY	Ny 10022-7	US
GOLDENTREE LOAN OPPORTUNITIES IV LIMITED	21ST FLOOR 300 PARK AVENUE	NEW YORK	NY	10022-7403	US
GOLDENTREE LOAN OPPORTUNITIES V LIMITED	SUITE 21 21ST FLOOR	NEW YORK	NY	Ny 10022-7	US
GOLDMAN SACHS INTERNATIONAL BANK	PETERBOROUGH COURT 133 FLEET STREET	LONDON		EC4A 2BB	GB
GOOGLE INC	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
GRAND HARBOUR I BV	NARITAWEG 165 TELESTONE 8	AMSTERDAM		1043BW	NL
GRAYSON & COMPANY	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
GRAYSON CLO LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
GREENBRIAR CLO LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
GSC EUROPEAN CDO I-R SA	C/O GSCP (NJ) LP SUITE 220	FLORHAM PARK	NJ	07932-1024	US
GSC EUROPEAN CDO V PLC	SUITE 110 300 CAMPUS DRIVE	FLORHAM PARK	NJ	07932-1039	US
GULF STREAM-COMPASS CLO 2007 LIMITED	SUITE 475 4201 CONGRESS STREET	CHARLOTTE	NC	28209	US
GULF STREAM-COMPASS CLO 2007 LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
GULF STREAM-RASHINBAN CLO 2006-I LIMITED	SUITE 475 4201 CONGRESS STREET	CHARLOTTE	NC	28209	US
GULF STREAM-SEXTANT CLO 2006-1 LIMITED	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
GULF STREAM-SEXTANT CLO 2007-1 LIMITED	C/O GULF STREAM ASSET MANAGEMENT LL SUITE 475 THE ROTUNDA BUILDING 4201 CONGRESS STREET	CHARLOTTE	NC	28209	US
HALCYON LOAN ADVISORS EUROPEAN FUNDING 2014 BV	8TH FLOOR 477 MADISON AVENUE	NEW YORK		10022-5802	US
HALCYON LOAN ADVISORS FUNDING 2013-1 LIMITED	8TH FLOOR 477 MADISON AVENUE	NEW YORK		10022-5802	US
HALCYON LOAN INVESTORS CLO I LIMITED	8TH FLOOR 477 MADISON AVENUE	NEW YORK		10022	US

HALCYON LOAN INVESTORS CLO II LIMITED	C/O HALCYON LOAN INVESTORS LP 477 MADISON AVENUE 8TH FLOOR	NEW YORK		10022	US
HALCYON STRUCTURED ASSET MANAGEMENTLONG SECURED/SHORT UNSECURED CLO 2007-1 LIMITED	8TH FLOOR 477 MADISON AVENUE	NEW YORK		10022-5802	US
HARBOURMASTER CLO 4 BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
HARBOURMASTER PRO-RATA CLO 2 BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
HARBOURVIEW CLO 2006-1	11TH FLOOR 2 WORLD FINANCIAL CENTER 225 LIBERTY STREET	NEW YORK	NY	10281-1008	US
HARBOURVIEW CLO VII LIMITED	11TH FLOOR 2 WORLD FINANCIAL CENTER 225 LIBERTY STREET	NEW YORK	NY	10281-1008	US
HARCH CLO III LIMITED	SUITE 118 751 PARK OF COMMERCE DRIVE	BOCA RATON	FL	33487-3622	US
HARTFORD MULTI-ASSET INCOME FUND	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
HARTFORD TOTAL RETURN BOND HLS FUND	1 HARTFORD PLAZA	HARTFORD	CT	06155-0001	US
HARVEST CLO II SA	46A AVENUE JOHN F KENNEDY	LUXEMBOURG			LU
HARVEST CLO III PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE	DUBLIN		1	IE
HARVEST CLO IV PLC	16 PLACE STREET	LONDON		SW1E 5JD	GB
HARVEST CLO IX LIMITED	16 PALACE STREET	LONDON		SW1E 5JD	GB
HARVEST CLO V PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE	DUBLIN			IE
HARVEST CLO VII LIMITED	53 MERRION SQUARE	DUBLIN		2	IE
HARVEST CLO VIII LIMITED	16 PALACE STREET	LONDON		SW1E 5JD	GB
HARVEST CLO X LIMITED	16 PALACE STREET	LONDON		SW1E 5JD	GB
HASTINGS MUTUAL INSURANCE COMPANY	24 ELM STREET	MONTPELIER	VT	05602-2814	US
HENDERSON SECURED LOANS FUND	4 BROADGATE	LONDON		EC2M 2DA	GB
HERBERT PARK BV	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
HEWETT'S ISLAND CLO VI LIMITED	5TH FLOOR 250 PARK AVENUE	NEW YORK	NY	10177-0001	US
HIGHLAND/IBOXX SENIOR LOAN ETF	SUITE 800 TWO GALLERIA TOWER 13455 NOEL ROAD	DALLAS	TX	75240-1530	US
HIGHLANDER EURO CDO BV	HERIKERBERGWEG 238 LUNA ARENA ZUIDOOST	AMSTERDAM		1101 CM	NL
HIGHLANDER EURO CDO II BV	HERIKERBERGWEG 238 LUNA ARENA ZUIDOOST	AMSTERDAM		1101 CM	NL
HIGHLANDER EURO CDO III BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM		1101 CM	NL
HILDENE CLO I LIMITED	SUITE 12C 2ND FLOOR 700 CANAL STREET	STAMFORD	CT	06902-5937	US

HILDENE CLO II LIMITED	SUITE 12C 2ND FLOOR 700 CANAL STREET	STAMFORD	CT	06902-5937	US
HILDENE CLO III LIMITED	SUITE 12C 2ND FLOOR 700 CANAL STREET	STAMFORD	CT	06902-5937	US
HOLLAND PARK CLO LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
HONEYWELL INTERNATIONAL INC MASTERRETIREMENT TRUST	24 ELM STREET	MONTPELIER	VT	05602-2814	US
HOUSTON CASUALTY COMPANY	40 EAST 52ND STREET	NEW YORK		10022-5911	US
HP US HIGH YIELD ZH INTERNATIONALEKGMBH	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
HRS INVESTMENT HOLDINGS LLC	26TH FLOOR 600 MADISON AVENUE	NEW YORK	NY	10022-1615	US
ICE 3 GLOBAL CREDIT CLO LIMITED	11TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
ICG EOS LOAN FUND I LIMITED	5TH FLOOR 75 STREET STEPHEN'S GREEN	DUBLIN		2	IE
ICG US CLO 2014-1 LIMITED	24TH FLOOR 600 LEXINGTON AVENUE	NEW YORK	NY	10022-7618	US
ICG US CLO 2014-3	24TH FLOOR 600 LEXINGTON AVENUE	NEW YORK	NY	10022-7618	US
IDEO	SCOTIA PLAZA 44 KING STREET WEST	TORONTO		ON M5H 1H1	CA
IHC HEALTH SERVICES INC	ONE CABOT SQUARE	LONDON		E14 4QJ	GB
IHC PENSION PLAN DIRECTED TRUST	ONE CABOT SQUARE	LONDON		E14 4QJ	GB
ILLINOIS STATE BOARD OF INVESTMENT	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
ING (L) FLEX-SENIOR LOANS	230 PARK AVENUE	NEW YORK		10169-0005	US
ING IM CLO 2013-2 LIMITED	SUITE 300 5780 POWERS FERRY ROAD NORTH WEST	ATLANTA	GA	30327-4349	US
ING IM CLO 2013-3 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
ING IM CLO 2014-1 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
INSIGHT GLOBAL FUNDS II PLC IN RESPECT OF THE INSIGHT TOTAL RETURN BOND FUND	160 QUEEN VICTORIA STREET	LONDON		EC4V 4LA	GB
INSIGHT LDI SOLUTIONS PLUS PLC	GEORGE'S COURT 54-62 TOWNSEND STREET	DUBLIN		2	IE
INSIGHT LDI SOLUTIONS PLUS PLC IN RESPECT OF THE INSIGHT LOAN FUND	160 QUEEN VICTORIA STREET	LONDON		EC4V 4LA	GB
INTERNATIONALE KAPITALANLAGEGESELLSCHAFT MBH	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
INVESCO BANK LOAN FUND A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTMENT TRUST	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
INVESCO BL FUND LIMITED	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
INVESCO DYNAMIC CREDIT OPPORTUNITIES FUND	1221 AVENUE OF THE AMERICAS	NEW YORK	NY	10020-1008	US
INVESCO FLOATING RATE FUND	1555 PEACHTREE STREET	ATLANTA	GA	30309-2460	US

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INVESCO MEZZANO BV	PRINS BERNHARDPLEIN 200	AMSTERDAM		1097 JB	NL
INVESCO POLARIS US BANK LOAN FUND	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
INVESCO SENIOR INCOME TRUST	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
INVESCO SENIOR LOAN FUND	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
INVESCO ZODIAC FUNDS-INVESCO US SENIOR LOAN FUND	SUITE 1800 1555 PEACHTREE STREET NORTH EAST ATTN:CORPORATE TAX	ATLANTA	GA	30309-2460	US
INWOOD PARK CDO LIMITED	C/O GSO CAPITAL PARTNERS LP 11TH FLOOR 280 PARK AVENUE	NEW YORK		NY 10017	KY
IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
IRONSHORE INC	SWAN BUILDING 26 VICTORIA STREET	HAMILTON		HM12	BM
ISCHIA LOAN LIMITED	LA DEFENSE 4 COEUR DEFENSE TOUR B 100 ESPLANADE DU GENERAL DE GAULLE	COURBEVOIE		92400	FR
JAMESTOWN CLO IV	16 PALACE STREET	LONDON		SW1E 5JD	GB
JASPER CLO LIMITED	C/O OGIER FIDUCIARY SERVICES (CAYMA PO BOX 1234 QUEENSGATE HOUSE SOUTH CHURCH STREET	GEORGE TOWN		KY1-1108	KY
JFIN CLO 2007 LIMITED	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
JFIN CLO 2014 LIMITED (JEFFERIES)	12TH FLOOR 520 MADISON AVENUE	NEW YORK		10022-4213	US
JFIN CLO 2014-II LIMITED	1500 MAIN STREET	SPRINGFIELD	MA	02110-2208	US
JMP CREDIT ADVISORS CLO I LIMITED	SUITE 350 3440 PRESTON RIDGE ROAD	ALPHARETTA	GA	30005-3817	US
JNL/PPM AMERICA FLOATING RATE INCOME FUND	SUITE 1200 225 WEST WACKER DRIVE	CHICAGO	IL	60606	US
JOHN HANCOCK FUNDS II SHORT DURATION CREDIT OPPORTUNITIES FUND	16TH FLOOR 31 WEST 52ND STREET	NEW YORK	NY	10019-6118	US
JP MORGAN WHITEFRIARS INC	500 STANTON CHRISTIAN ROAD	NEWARK	DE	19713-2105	US
JPMBI RE BLACKROCK BANK LOAN FUND	C/O BLACKROCK ADVISORS (UK) LIMITED MURRAY HOUSE	LONDON		EC3N 4QN	GB
JPMORGAN CHASE BANK NA	8044 MONTGOMERY ROAD	CINCINNATI	OH	45236	US
JUBILEE CDO I-R BV	LUNA ARENA 238 HERIKERBERGWEG	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	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
JUBILEE CDO VIII BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
JUBILEE CLO 2013-X BV	10 GRESHAM STREET	LONDON		EC2V 7JD	GB
JUBILEE CLO 2014-XI BV	10 GRESHAM STREET	LONDON		EC2V 7JD	GB
JUBILEE CLO 2014-XII BV	10 GRESHAM STREET	LONDON		EC2V 7JD	GB
KAISER FOUNDATION HOSPITALS	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
KAISER PERMANENTE GROUP TRUST	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
KATONAH 2007-I CLO LIMITED	6TH FLOOR 295 MADISON AVENUE	NEW YORK	NY	10017-7731	US
KATONAH X CLO LIMITED	6TH FLOOR 295 MADISON AVENUE	NEW YORK	NY	10017-7731	US
KINGSLAND III LIMITED	FLOOR 24 485 MADISON AVENUE	NEW YORK	NY	10022-5808	US
KINGSLAND IV LIMITED	24TH FLOOR 485 MADISON AVENUE	NEW YORK	NY	10022-1152	US
KINGSLAND V	FLOOR 24 485 MADISON AVENUE	NEW YORK	NY	10022-5808	US
KKR FINANCIAL CLO 2012-1 LIMITED	50TH FLOOR 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1503	US
KKR FINANCIAL CLO 2013-1 LIMITED	50TH FLOOR 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1701	US
KKR FINANCIAL CLO 2013-2 LIMITED	50TH FLOOR 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1503	US
KONIGINSTRASSE I SARL	1 ALLEE SCHEFFER			L-2520	LU
KP FIXED INCOME FUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
KVK CLO 2013-2 LIMITED	SUITE 1330 200 WEST MONROE	CHICAGO	IL	60606-5015	US
LANCASHIRE INSURANCE COMPANY LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
LANDMARK VII CDO LIMITED	ALADDIN CAPITAL MANAGEMENT LLC 6 LANDMARK SQUARE	STAMFORD	CT	06901-2704	US
LATITUDE CLO II LIMITED	SUITE 2407 378 NORTHLAKE BOULEVARD	NORTH PALM BEACH	FL	33408-5421	US
LAURELIN II BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
LCM IX LP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LCM V LIMITED	C/O LYON CAPITAL MANAGEMENT LLC 13TH FLOOR CALYON BUILDING 1301 AVENUE OF THE AMERICAS	NEW YORK		10019-6022	US
LCM VI LIMITED	C/O LYON CAPITAL MANAGEMENT LLC 24B GROVE STREET	PITTSFORD	NY	14534-1333	US
LCM X LIMITED PARTNERSHIP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US

LCM XII LIMITED PARTNERSHIP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LCM XIII LP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LCM XIV LIMITED PARTNERSHIP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LCM XVI LIMITED	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LCM XVII LP	22ND FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4689	US
LEOPARD CLO IV BV	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
LEOPARD CLO V BV	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
LEXINGTON INSURANCE COMPANY	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
LIBERTY CLO LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP 1300 TWO GALLERIA TOWER 13455 NOEL ROAD	DALLAS	TX	75240	US
LIBERTY MUTUAL INSURANCE COMPANY	175 BERKELEY STREET	BOSTON	MA	02116	US
LIBERTY MUTUAL RETIREMENT PLAN MASTER TRUST	175 BERKELEY STREET	BOSTON	MA	02116-5066	US
LIGHTPOINT CLO V LIMITED	C/O LIGHTPOINT CAPITAL MANAGEMENT L SUITE 1330 200 WEST MONROE STREET	CHICAGO	IL	60606	US
LIGHTPOINT CLO VII	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
LIGHTPOINT PAN EUROPEAN CLO 2007-1PLC	605 THIRD AVENUE	NEW YORK	NY	10158	US
LIMA FUNDING LLC	1300 EAST 9TH STREET	CLEVELAND	OH	44114-1501	US
LIMEROCK CLO I	C/O INVESCO SENIOR SECURED MANAGEME 27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
LIMEROCK CLO II LIMITED	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
LIMEROCK CLO III LIMITED	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2719	US
LINCOLN VARIABLE INSURANCE PRODUCTSTRUST-LVIP GLOBAL INCOME FUND	1 FRANKLIN PARKWAY	SAN MATEO	CA	94404-1906	US
LINDE PENSION PLAN TRUST	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
LLOYDS BANK PENSION SCHEME NO 1	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
LLOYDS BANK PENSION SCHEME NO 2	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
LOMBARD STREET CLO I PLC	25 EDEN QUAY	DUBLIN		1	IE
LONG SHORT CREDIT YIELD	450 PARK AVENUE	NEW YORK		10022-2605	US
LONGFELLOW PLACE CLO LIMITED	3RD FLOOR 699 BOYLSTON STREET	BOSTON	MA	02116-2848	US
LORD ABBETT BANK LOAN TRUST	90 HUDSON STREET	JERSEY CITY	NJ	07302-3973	US
LORD ABBETT FLOATING RATE FUND	90 HUDSON STREET	JERSEY CITY	NJ	07302-3973	US

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
LSR LOAN FUNDING LLC	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
LVIP DELAWARE DIVERSIFIED FLOATINGRATE FUND	2005 MARKET STREET FLOOR 39	PHILADELPHIA	PA	19103-7026	US
M&G ACTIVE EUROPEAN LOAN FUND LIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G BROAD EUROPEAN LOAN FUND LIMITED	C/O M&G INVESTMENT MANAGEMENT LIMIT LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G CONSERVATIVE EUROPEAN LOAN FUNDLIMITED	78 SIR JOHN ROGERSON'S QUAY	DUBLIN		2	IE
M&G DYNAMIC EUROPEAN LOAN FUND LIMITED	PRUDENTIAL M & G LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G EUROPEAN LOAN FUND LIMITED	C/O M&G INVESTMENT MANAGEMENT LIMIT LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G EUROPEAN LOAN FUND LIMITED	3 GATEWAY CENTER	NEWARK	NJ	07102-3714	US
M&G INDEPENDENT EUROPEAN LOAN FUNDLIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G MANAGED EUROPEAN LOAN FUND LIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G PROGRESSIVE EUROPEAN LOAN FUNDLIMITED	78 SIR JOHN ROGERSON'S QUAY	DUBLIN		2	IE
M&G SLK EUROPEAN LOAN FUND LIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
M&G VERSATILE EUROPEAN LOAN FUND LIMITED	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
MAC CAPITAL LIMITED	SUITE 4700 1251 AVENUE OF THE AMERICAS	NEW YORK	NY	10020-1104	US
MADISON PARK FUNDING II LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING III LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING IV LIMITED	C/O CREDIT SUISSE 13TH FLOOR 11 MADISON AVENUE	NEW YORK		10010	US
MADISON PARK FUNDING IV LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING V LIMITED	C/O CREDIT SUISSE 13TH FLOOR 11 MADISON AVENUE	NEW YORK		10010	US
MADISON PARK FUNDING V LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING VI LIMITED	C/O CREDIT SUISSE 13TH FLOOR 11 MADISON AVENUE	NEW YORK		10010	US
MADISON PARK FUNDING VI LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING VII LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US

MADISON PARK FUNDING VIII LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING X LIMITED	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
MADISON PARK FUNDING XI LIMITED	1 MADISON AVENUE	NEW YORK	NY	10010-3698	US
MADISON PARK FUNDING XII LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING XIII LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING XV LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MADISON PARK FUNDING XVI LIMITED	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
MAGNETITE IX LIMITED	40 EAST 52ND STREET	NEW YORK		10022-5911	US
MAGNETITE VI LIMITED	40 EAST 52ND STREET	NEW YORK		10022-5911	US
MAGNETITE VII LIMITED	40 EAST 52ND STREET	NEW YORK		10022-5911	US
MAGNETITE VIII LIMITED	40 EAST 52ND STREET	NEW YORK		10022-5911	US
MAINSTAY FLOATING RATE FUND	51 MADISON AVENUE	NEW YORK	NY	10010-1603	US
MAINSTAY VP FLOATING RATE PORTFOLIO A SERIES OF MAINSTAY VP FUNDS TRUST	51 MADISON AVENUE BASEMENT 1B	NEW YORK		10010-1603	US
MALIN CLO BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
MAPS CLO FUND II LIMITED	520 MADISON AVENUE	NEW YORK		10022-4213	US
MAPS CLO FUND II LIMITED	31ST FLOOR 345 PARK AVENUE	NEW YORK	NY	10154-0004	US
MAREA CLO LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
MARLBOROUGH STREET CLO	111 HUNTINGTON AVENUE	BOSTON	MA	02199-7610	US
MASSACHUSETTS MUTUAL LIFE INSURANCECOMPANY	1295 STATE STREET	SPRINGFIELD	MA	01111	US
MATHENA INVESTMENTS LLC	2005 MARKET STREET FLOOR 39	PHILADELPHIA	PA	19103-7026	US
MEDICAL LIABILITY MUTUAL INSURANCECOMPANY	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
MEDTRONIC HOLDING SWITZERLAND GMBH	40 EAST 52ND STREET	NEW YORK		10022-5911	US
MEDTRONIC HOLDING SWITZERLAND GMBH	230 PARK AVENUE	NEW YORK		10169-0005	US
MERCER GLOBAL CREDIT FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
MET INVESTORS SERIES TRUST-MET/EATON VANCE FLOATING RATE PORTFOLIO	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
MET INVESTORS SERIES TRUST-MET/FRANKLIN LOW DURATION TOTAL RETURN PORTFOLIO	500 EAST BROWARD BOULEVARD	FORT LAUDERDALE	FL	33394-3000	US
METLIFE INSURANCE COMPANY OF CONNECTICUT F/K/A THE TRAVELERS INSURANCECOMPANY-TIC	SUITE 1 2701 QUEENS PLAZA NORTH	NEW YORK	NY	1110-14201	US
METROPOLITAN LIFE INSURANCE COMPANY	SUITE 1 2701 QUEENS PLAZA NORTH	NEW YORK	NY	1110-14201	US
METROPOLITAN SERIES FUND WMC BALANCED PORTFOLIO	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
MILTON HERSHEY SCHOOL TRUST	10TH FLOOR 525 MARKET STREET	SAN FRANCISCO	CA	94105-2705	US

MISSOURI EDUCATION PENSION TRUST	28TH FLOOR 333 SOUTH GRAND AVENUE	LOS ANGELES	CA	90071-1504	US
MOMENTUM CAPITAL FUND LIMITED	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
MONDELEZ UK PENSION TRUSTEES LIMITED	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
MONTPELIER INVESTMENTS HOLDINGS LIMITED	60 STATE STREET	BOSTON	MA	02109-1820	US
MONTPELIER INVESTMENTS HOLDINGS LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
MORGAN STANLEY BANK INTERNATIONAL LIMITED	25 CABOT SQUARE	LONDON		E14 4QA	GB
MOUNTAIN CAPITAL CLO VI LIMITED	31ST FLOOR 1114 AVENUE OF AMERICAS	NEW YORK	NY	10036	US
MOUNTAIN VIEW CLO 2013-1 LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
MOUNTAIN VIEW CLO 2014-1 LIMITED	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
MOUNTAIN VIEW CLO II LIMITED	C/O TRUSCO CAPITAL MANAGEMENT INCOR 50 HURT PLAZA SOUTH EAST	ATLANTA	GA	30303	US
MOUNTAIN VIEW CLO III LIMITED	BOUNDARY HALL CRICKET SQUARE	GEORGE TOWN		KY1-1102	KY
MSIM PECONIC BAY LIMITED	1221 AVENUE OF THE AMERICAS	NEW YORK	NY	10020-1008	US
MT WHITNEY SECURITIES INC	345 PARK AVENUE	NEW YORK	NY	10154-0004	US
MTAA SUPERANNUATION FUND	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
MUIR GROVE CLO LIMITED	C/O TALL TREE 222 SOUTH RIVERSIDE PLAZA	CHICAGO	IL	60606	US
MUNDA CLO I BV	C/O TMF STRUCTURED FINANCE SERVICES PO BOX 75215 LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
MUZINICH & COMPANY (IRELAND) LIMITED FOR THE ACCOUNT OF MUZINICH CREDIT HEDGE MASTER FUND	450 PARK AVENUE	NEW YORK		10022-2605	US
NACM CLO I	1633 BROADWAY	NEW YORK	NY	10019-6708	US
NAGANO FUNDING ULC	SUITE 19A 777 3RD AVENUE BETWEEN 48TH & 49TH STREET	NEW YORK	NY	10017-1300	US
NANTUCKET CLO I LIMITED	6TH FLOOR 75 STATE STREET	BOSTON	MA	02109-1827	US
NASH POINT CLO	53 MERRION SQUARE	DUBLIN		2	IE
NATIONAL ELECTRICAL BENEFIT FUND	90 HUDSON STREET	JERSEY CITY	NJ	07302-3973	US
NATIONAL ELECTRICAL BENEFIT FUND	11100 SANTA MONICA BOULEVARD	LOS ANGELES	CA	90025-3384	US
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
NAUTIQUE FUNDING LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
NB GLOBAL FLOATING RATE INCOME FUNDLIMITED	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US

NB STRATEGIC INCOME FUND HIGH YIELD9WSH	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NCRAM LOAN TRUST	FLOOR 17 2 WORLD FINANCIAL CENTER	NEW YORK	NY	10281-0097	US
NELICO (NEW ENGLAND LIFE INSURANCE COMPANY)	SUITE 1 2701 QUEENS PLAZA NORTH	NEW YORK	NY	1110-14201	US
NEPTUNO CLO I BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101CM	NL
NEPTUNO CLO II BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
NEUBERGER BERMAN CLO XII LIMITED	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEUBERGER BERMAN CLO XIII LIMITED	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEUBERGER BERMAN CLO XIV LIMITED	605 3RD AVENUE	NEW YORK	NY	10158-2199	US
NEUBERGER BERMAN CLO XV LIMITED	605 3RD AVENUE	NEW YORK	NY	10158-2199	US
NEUBERGER BERMAN CLO XVI LIMITED	605 3RD AVENUE	NEW YORK	NY	10158-2199	US
NEUBERGER BERMAN CLO XVII LIMITED	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEUBERGER BERMAN CLO XVIII LIMITED	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEUBERGER BERMAN INVESTMENT FUNDS II PLC	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEUBERGER BERMAN SENIOR FLOATING RATE INCOME FUND LLC	FLOOR 17 2 WORLD FINANCIAL CENTER	NEW YORK	NY	10281-0097	US
NEUBERGER BERMAN-FLOATING RATE INCOME FUND	SUITE 2400 190 SOUTH LASALLE STREET	CHICAGO	IL	60603-3410	US
NEW MEXICO STATE INVESTMENT COUNCIL	SUITE 300 5780 POWERS FERRY ROAD NORTH WEST	ATLANTA	GA	30327-4349	US
NEW YORK LIFE INSURANCE & ANNUITY CORPORATION	51 MADISON AVENUE	NEW YORK		10010-1603	US
NEW YORK LIFE INSURANCE COMPANY	51 MADISON AVENUE	NEW YORK		10010-1603	US
NEWFLEET INSTITUTIONAL LOAN TRUST	SUITE 500 909 MONTGOMERY STREET	SAN FRANCISCO	CA	94133-4653	US
NEWFLEET MULTI-SECTOR INCOME ETF	SUITE 500 909 MONTGOMERY STREET	SAN FRANCISCO	CA	94133-4653	US
NEWHAVEN CLO LIMITED	37TH FLOOR 200 CLARENDON STREET	BOSTON	MA	02116-5042	US
NOMAD CLO LIMITED	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
NOMURA BOND & LOAN FUND	FLOOR 17 2 WORLD FINANCIAL CENTER	NEW YORK	NY	10281-0097	US
NOMURA INTERNATIONAL PLC	1 ANGEL LANE	LONDON		EC4R 3AB	GB
NOMURA MULTI MANAGERS FUND-GLOBAL BOND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US

NORTH END CLO LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
NORTH WESTERLY CLO IV 2013 BV	CLAUDE DEBUSSYLAAN 18	AMSTERDAM		1082 MD	NL
NUVEEN CREDIT STRATEGIES INCOME FUND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NUVEEN FLOATING RATE INCOME FUND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NUVEEN FLOATING RATE INCOME OPPORTUNITY	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NUVEEN SENIOR INCOME FUND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NUVEEN SYMPHONY FLOATING RATE INCOME FUND	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
NYLIM FLATIRON CLO 2006-1 LIMITED	51 MADISON AVENUE	NEW YORK		10010	US
OAK HILL CREDIT PARTNERS V LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OAK HILL EUROPEAN CREDIT PARTNERS II PLC	5 HARBOURMASTER PLACE INTERNATIONAL FINANCIAL SERVICES CE	DUBLIN		1	IE
OAK HILL EUROPEAN CREDIT PARTNERS IPLC	5 HARBOURMASTER PLACE IFSC	DUBLIN		1	IE
OAKTREE EUROPEAN SENIOR LOAN SARL	28TH FLOOR 333 SOUTH GRAND AVENUE	LOS ANGELES	CA	90071-1504	US
OCEAN TRAILS CLO I	SUITE 6600 633 WEST 5TH STREET	LOS ANGELES	CA	90071-2088	US
OCEAN TRAILS CLO II	SUITE 6600 633 WEST 5TH STREET	LOS ANGELES	CA	90071-2088	US
OCEAN TRAILS CLO IV	SUITE 6600 633 WEST 5TH STREET	LOS ANGELES	CA	90071-2088	US
OCP CLO 2012-1 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2012-2 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2013-3 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2013-4 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2014-5 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2014-6 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP CLO 2014-7 LIMITED	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
OCP PARTNERS LP	910 SYLVAN ROAD	ENGLEWOOD CLIFFS	NJ	07632-3305	US
OHA CREDIT PARTNERS IX LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA CREDIT PARTNERS VI LIMITED	27TH FLOOR 1114 AVENUE OF THE	NEW YORK		10036-7703	US

	AMERICAS				
OHA CREDIT PARTNERS VII LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA CREDIT PARTNERS VIII LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA CREDIT PARTNERS X LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA DIVERSIFIED CREDIT STRATEGIES FUND MASTER LP	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA DIVERSIFIED CREDIT STRATEGIES MASTER FUND (PARALLEL II) LP	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA INTREPID LEVERAGED LOAN FUND LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA LOAN FUNDING 2012-1 LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA LOAN FUNDING 2013-1 LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA LOAN FUNDING 2013-2 LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA LOAN FUNDING 2015-1 LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
OHA PARK AVENUE CLO I LIMITED	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
ONE WALL STREET CLO II LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
ONEX SENIOR CREDIT FUND LP	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
ONEX SENIOR CREDIT II LP	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632-3306	US
ONEX SENIOR FLOATING INCOME FUND LP	910 SYLVAN AVENUE	ENGLEWOOD CLIFFS	NJ	07632	US
OPPENHEIMER SENIOR FLOATING RATE FUND	11TH FLOOR 2 WORLD FINANCIAL CENTER 225 LIBERTY STREET	NEW YORK	NY	10281-1008	US
OPPENHEIMER SENIOR FLOATING RATE PLUS FUND	11TH FLOOR 2 WORLD FINANCIAL CENTER 225 LIBERTY STREET	NEW YORK	NY	10281-1008	US
OPTIMUM TRUST-OPTIMUM FIXED INCOME FUND	LEVEL 22 125 WEST 55TH STREET	NEW YORK	NY	10019-5369	US
OREGON PUBLIC EMPLOYEE RETIREMENT FUND	27TH FLOOR 1114 AVENUE OF THE AMERICAS	NEW YORK		10036-7703	US
PACIFIC LIFE FUNDS-PL FLOATING RATE LOAN FUND	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
PACIFIC SELECT FUND- FLOATING RATE LOAN PORTFOLIO	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US

PACIFICA CDO VI LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0005	US
PALMER SQUARE CLO 2013-1 LIMITED	SUITE 200 11300 TOMAHAWK CREEK PARKWAY	LEAWOOD	KS	66211-2694	US
PALMER SQUARE CLO 2013-2 LIMITED	SUITE 200 11300 TOMAHAWK CREEK PARKWAY	LEAWOOD	KS	66211-2694	US
PALMER SQUARE CLO 2014-1 LIMITED	SUITE 250 1151 ASH STREET	LEAWOOD	KS	66211-7815	US
PANTHER CDO IV BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
PANTHER CDO V BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101CM	NL
PBI STABLE LOAN FUND A SERIES TRUSTOF MYL INVESTMENT	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
PECM STRATEGIC FUNDING LP	C/O PROVIDENCE EQUITY CAPITAL MARKE 59TH FLOOR 153 EAST 53 STREET	NEW YORK	NY	10022-4611	US
PEERLESS INSURANCE COMPANY	175 BERKELEY STREET	BOSTON	MA	02116-5066	US
PERMANENS CAPITAL FLOATING RATE FUND LP	40 EAST 52ND STREET	NEW YORK		10022-5911	US
PGIT-ULTRA SHORT ENHANCED YIELD FUND	SUITE 2800 801 GRAND AVENUE	DES MOINES	IA	50309-8012	US
PHOENIX CLO I LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
PHOENIX CLO II LIMITED	7337 EAST DOUBLETREE RANCH ROAD	SCOTTSDALE	AZ	85258-2144	US
PHOENIX CLO III LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
PHOENIX PARK CLO LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
PIMCO BERMUDA BANK LOAN FUND (M)-(9601)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
PIMCO BERMUDA TRUST II PIMCO BERMUDA BANK LOAN FUND (M)-(9601)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
PIMCO CAYMAN TRUST PIMCO CAYMAN BANK LOAN FUND-(3813)	650 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-7014	US
PIMCO SENIOR FLOATING RATE FUND-4080	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
PINEBRIDGE SARL	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
PINNACOL ASSURANCE	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
PK-SSL INVESTMENT FUND LP	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
PLIC BOND & MORTGAGE SEPARATE ACCOUNT	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
PORTOLA CLO LIMITED-(6820)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
POWERSHARES SENIOR LOAN PORTFOLIO	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
PPM GRAYHAWK CLO LIMITED	SUITE 1200 225 WEST WACKER DRIVE	CHICAGO	IL	60606	US

PRIMUS CLO II LIMITED	c/o Primus Asset Management Incorporated 360 Madison Avenue	New York	NY	10017	US
PRINCIPAL FUNDS INC-BOND & MORTGAGE SECURITIES ACCOUNT	SUITE 800 801 GRAND AVENUE	DES MOINES	IA	50309-8012	US
PRINCIPAL FUNDS INC-DYNAMIC HIGH YIELD EXPLORER FUND	711 HIGH STREET	DES MOINES	IA	50392-0002	US
PRINCIPAL GLOBAL OPPORTUNITIES SERIES PLC-GLOBAL FLOATING RATE HIGH INCOME FUND	SUITE 800 801 GRAND AVENUE	DES MOINES	IA	50309-8012	US
PRINCIPAL LIFE INSURANCE COMPANY D/B/A PLIC-PPIO LDI SEPERATE ACCOUNT	SUITE 800 801 GRAND AVENUE	DES MOINES	IA	50309-8012	US
PRINCIPAL LIFE INSURANCE COMPANY ONBEHALF OF ONE OR MORE SEPARATE ACCOUNTS (PRINCIPAL LIFE INSURANCE COM	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
PRINCIPAL LIFE INSURANCE COMPANY-PRINCIPAL LDI LONG DURATION SEPARATEACCOUNT	SUITE 2800 801 GRAND AVENUE	DES MOINES	IA	50309-8012	US
PRINCIPAL VARIABLE CONTRACTS FUND INC-BOND & MORTGAGE SECURITIES A/C	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
PUTNAM ABSOLUTE RETURN 300 FUND	ONE POST OFFICE SQUARE	BOSTON	MA	02109	US
PUTNAM ABSOLUTE RETURN 500 FUND	ONE POST OFFICE SQUARE	BOSTON	MA	02109	US
PUTNAM DIVERSIFIED INCOME TRUST	1 POST OFFICE SQUARE	BOSTON	MA	02109-2106	US
PUTNAM DIVERSIFIED INCOME TRUST (CAYMAN) MASTER FUND	1 POST OFFICE SQUARE	BOSTON	MA	02109-2106	US
PUTNAM FLOATING RATE INCOME FUND	ONE POST OFFICE SQUARE	BOSTON	MA	02109	US
PUTNAM MASTER INTERMEDIATE INCOME TRUST	ONE POST OFFICE SQUARE	BOSTON	MA	02109	US
QIC GLOBAL CREDIT FUND	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
QUALCOMM GLOBAL TRADING INC	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
QUALCOMM GLOBAL TRADING PTE LIMITED	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
QUAMVIS SCA SICAV-FIS	4TH FLOOR 100 WEST PUTNAM AVENUE	GREENWICH	CT	06830-5362	US
QUEEN STREET CLO I BV	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
QUEEN STREET CLO II BV	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
RACE POINT III CLO	ICC HOUSE 17 DAME STREET	DUBLIN		2	IE
RACE POINT IV CLO LIMITED	35TH FLOOR 111 HUNTINGTON AVENUE	BOSTON	MA	02199-7615	US
RACE POINT V CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
RACE POINT VI CLO	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
RACE POINT VII CLO LIMITED	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US

RAYTHEON MASTER PENSION TRUST	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
RED RIVER CLO LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP SUITE 800 13455 NOEL ROAD	DALLAS	TX	75240	US
REGATTA FUNDING LIMITED	PO BOX 1093 QUEENSGATE HOUSE	GEORGE TOWN		KY1-1102	KY
REGATTA II FUNDING LP	731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
REGATTA III FUNDING LIMITED	7TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-5074	US
REGATTA IV FUNDING LIMITED	7TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-5074	US
REGATTA V FUNDING LIMITED	C/O CITIGROUP ALTERNATIVE INVESTMEN 731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
REGATTA VI FUNDING LIMITED	C/O CITIGROUP ALTERNATIVE INVESTMEN 731 LEXINGTON AVENUE	NEW YORK		10022-1331	US
REGENCE BLUECROSS BLUESHIELD OF OREGON-(40011)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
REGENCE BLUECROSS BLUESHIELD OF UTAH-(40015)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
REGENCE BLUESHIELD OF IDAHO-(40013)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
REGENCE BLUESHIELD-(40014)	SUITE 300 840 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA	92660-6310	US
RENAISSANCE REINSURANCE LIMITED	SUITE 1400 2 INTERNATIONAL PLACE	BOSTON	MA	02110-4104	US
RICHMOND PARK CLO LIMITED	9TH & 10TH FLOOR O'CONNELL BRIDGE	DUBLIN		1	IE
RIDGEWORTH FUNDS-SEIX FLOATING RATEHIGH INCOME FUND	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
RIVERSOURCE LIFE INSURANCE COMPANY	277 AMERIPRISE FINANCIAL CENTER	MINNEAPOLIS	MN	55474-0001	US
RLI INSURANCE COMPANY	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
RMF EURO CDO V PLC	4TH FLOOR 25-28 ADELAIDE ROAD MANSH HOUSE	DUBLIN		2	IE
ROCKWALL CDO II LIMITED	C/O HIGHLAND CAPITAL MANAGEMENT LP SUITE 800 13455 NOEL ROAD	DALLAS	TX	75240	US
ROYAL BANK OF CANADA	8TH FLOOR ROYAL BANK PLAZA SOUTH TOWER 200 BAY STREET	TORONTO		ON M5J 2J5	CA
ROYAL MAIL PENSION PLAN	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
RUSSELL INVESTMENT COMPANY PLC	280 CONGRESS STREET	BOSTON	MA	02210-1039	US

RYE HARBOUR CLO LIMITED	37TH FLOOR 200 CLARENDON STREET	BOSTON	MA	02116-5042	US
SAFETY INSURANCE COMPANY	20 CUSTOM HOUSE STREET	BOSTON	MA	02110	US
SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION	16TH FLOOR 31 WEST 52ND STREET	NEW YORK	NY	10019-6118	US
SAPPHIRE VALLEY CDO 1 LIMITED	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
SARANAC CLO I LIMITED	SUITE 1500 130 WEST 42ND STREET	NEW YORK	NY	10036-7902	US
SARANAC CLO II LIMITED	SUITE 1500 130 WEST 42ND STREET	NEW YORK	NY	10036-7902	US
SARANAC CLO III LIMITED	SUITE 1500 130 WEST 42ND STREET	NEW YORK	NY	10036-7902	US
SARATOGA CLO I LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
SATURN CLO LIMITED	C/O AIG GLOBAL INVESTMENT CORPORATI 70 PINE STREET	NEW YORK		10270	US
SCHILLER PARK CLO LIMITED	9TH FLOOR ONE O'HARE CENTRE 6250 NORTH RIVER ROAD	ROSEMONT	IL	60018	US
SCOR EURO LOANS	5 AVENUE KLEBER	PARIS		75016	FR
SEARS CANADA INC REGISTERED RETIREMENT PLAN	34TH FLOOR 1 FINANCIAL CENTER	BOSTON	MA	02111-2660	US
SEARS HOLDINGS PENSION PLAN	34TH FLOOR 1 FINANCIAL CENTER	BOSTON	MA	02111-2660	US
SEI INSTITUTIONAL INVESTMENTS TRUST-OPPORTUNISTIC INCOME FUND	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
SEI INSTITUTIONAL MANAGED TRUST ENHANCED INCOME FUND	12TH FLOOR 2000 AVENUE OF THE STARS	LOS ANGELES	CA	90067-4700	US
SEIX MULTI-SECTOR ABSOLUTE RETURN FUND LP	SUITE C-200 10 MOUNTAINVIEW ROAD	UPPER SADDLE RIVER	NJ	07458-1937	US
SENIOR DEBT PORTFOLIO	2 INTERNATIONAL PLACE	BOSTON	MA	02110-4108	US
SENTRY INSURANCE A MUTUAL COMPANY	27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
SHACKLETON 2013-III CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHACKLETON 2014-V CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHACKLETON 2014-VI CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHACKLETON 2015-VII CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHACKLETON I CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHACKLETON II CLO LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
SHASTA CLO I LIMITED	712 FIFTH AVENUE	NEW YORK		10019	US
SHELL PENSIONS TRUST LIMITED AS TRUSTEE OF THE SHELL CONTRIBUTORY PENSION FUND	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB

SHINNECOCK CLO 2006-1 LIMITED	26TH FLOOR 9 WEST 57TH STREET	NEW YORK		10019	US
SIERRA CLO II LIMITED	12TH FLOOR 712 5TH AVENUE	NEW YORK	NY	10019-4154	US
SILVER BIRCH CLO I BV	200 PRINS BERNHARDPLEIN	AMSTERDAM		1097 JB	NL
SILVERADO CLO 2006-II LIMITED	51 MADISON AVENUE	NEW YORK	NY	10010-1603	US
SOUTHFORK CLO LIMITED	1300 TWO GALLERIA TOWER 13455 NOEL ROAD	DALLAS	TX	75240	US
SSF TRUST	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
ST JAMES RIVER CLO LIMITED	400 SOUTH HOPE STREET	LOS ANGELES	CA	90071	US
ST PAUL'S CLO II LIMITED	JUXON HOUSE 100 ST PAUL'S CHURCHYARD	LONDON		EC4M 8BU	GB
ST PAUL'S CLO III LIMITED	JUXON HOUSE 100 ST PAUL'S CHURCHYARD	LONDON		EC4M 8BU	GB
ST PAULS CLO IV LIMITED	JUXON HOUSE 100 ST PAUL'S CHURCHYARD	LONDON		EC4M 8BU	GB
ST PAUL'S CLO V LIMITED	JUXON HOUSE 100 ST PAUL'S CHURCHYARD	LONDON		EC4M 8BU	GB
STANIFORD STREET CLO	3RD FLOOR 699 BOYLSTON STREET	BOSTON	MA	02116-2848	US
STELLAR PERFORMER GLOBAL SERIES W-GLOBAL CREDIT	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
STICHTING SHELL PENSIOENFONDS	LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
STONE HARBOR COLLECTIVE INVESTMENTTRUST-STONE HARBOR BANK LOAN COLLECTIVE FUND	16TH FLOOR 31 WEST 52ND STREET	NEW YORK	NY	10019-6118	US
STONE HARBOR GLOBAL FUNDS PLC-STONEHARBOR LEVERAGED LOAN PORTFOLIO	C/O STONE HARBOR INVESTMENT PARTNER 16TH FLOOR, 31 WEST 52ND STREET	NEW YORK	NY	10019	US
STONE HARBOR LEVERAGED LOAN FUND LLC	16TH FLOOR 31 WEST 52ND STREET	NEW YORK	NY	10019-6118	US
STONE TOWER CLO V LIMITED	C/O DEUTSCHE BANK (CAYMAN) LIMITED SECOND FLOOR	GEORGE TOWN		KY1-1104	KY
STRATFORD CLO LIMITED	SUITE 800 13455 NOEL ROAD	DALLAS	TX	75240-6620	US
STRATFORD CLO LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
SUN LIFE ASSURANCE COMPANY OF CANADA	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
SUNAMERICA SENIOR FLOATING RATE FUND INC	PLAZA 5 HARBORSIDE FINANCIAL CENTER 3200	JERSEY CITY	NJ	07311-4992	US
SUNSUPER SUPERANNUATION FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
SURETEC INSURANCE COMPANY	24 ELM STREET	MONTPELIER	VT	05602-2814	US
SYMPHONY CLO II LIMITED	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US

SYMPHONY CLO III LIMITED	C/O SYMPHONY ASSET MANAGEMENT LLC 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1605	US
SYMPHONY CLO III LIMITED	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
SYMPHONY CLO IV LIMITED	C/O SYMPHONY ASSET MANAGEMENT LLC 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1605	US
SYMPHONY CLO IX LP	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
SYMPHONY CLO VII LIMITED	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
SYMPHONY CLO VIII LIMITED PARTNERSHIP	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
SYMPHONY CLO XII LIMITED	SUITE 2975 555 CALIFORNIA STREET	SAN FRANCISCO	CA	94104-1694	US
T ROWE PRICE FLOATING RATE FUND INC	100 EAST PRATT STREET	BALTIMORE	MD	21202-1009	US
T ROWE PRICE FLOATING RATE MULTI-SECTOR ACCOUNT PORTFOLIO	100 EAST PRATT STREET	BALTIMORE	MD	21202-1009	US
T ROWE PRICE INSTITUTIONAL FLOATINGRATE FUND	100 EAST PRATT STREET	BALTIMORE	MD	21202	US
TAYLOR WIMPEY PENSION SCHEME	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
TCW SENIOR SECURED LOAN FUND LP	200 PARK AVENUE	NEW YORK		10166	US
TETON FUNDING LLC	43RD FLOOR 9 WEST 57TH STREET	NEW YORK		10019-2700	US
THE BOEING COMPANY EMPLOYEE RETIREMENT PLANS MASTER TRUST INVESTMENT CONTROL POOL	801 GRAND AVEUNE	DES MOINES	IA	50392-0490	US
THE CITY OF NEW YORK GROUP TRUST	INDEPENDENCE WHARF 470 ATLANTIC AVENUE	BOSTON	MA	02110-2208	US
THE CITY OF NEW YORK GROUP TRUST	1 CABOT SQUARE	LONDON		E14 4QJ	GB
THE CITY OF NEW YORK GROUP TRUST	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US
THE DREYFUS/LAUREL FUNDS INC-DREYFUS FLOATING RATE INCOME FUND	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
THE EATON CORPORATION MASTER RETIREMENT TRUST	BSMT 1B 11 MADISON AVENUE	NEW YORK	NY	10010-3629	US
THE HARTFORD FLOATING RATE FUND	1 HARTFORD PLAZA	HARTFORD	CT	06155-0001	US
THE HARTFORD INFLATION PLUS FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
THE HARTFORD SHORT DURATION FUND	1 HARTFORD PLAZA	HARTFORD	CT	06155-0001	US
THE HARTFORD STRATEGIC INCOME FUND	1 HARTFORD PLAZA	HARTFORD	CT	06155-0001	US
THE HARTFORD TOTAL RETURN BOND FUND	1 HARTFORD PLAZA	HARTFORD	CT	06155-0001	US
THE HARTFORD UNCONSTRAINED BOND FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
THE PRUDENTIAL ASSURANCE COMPANY LIMITED	GOVERNORS HOUSE 5 LAURENCE POUNTNEY HILL	LONDON		EC4R 0HH	GB
THE ROYAL BANK OF SCOTLAND GROUP PENSION FUND	JOHN HANCOCK TOWER 200 CLARENDON STREET	BOSTON	MA	02116-5023	US
THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US

THE VARIABLE ANNUITY LIFE INSURANCECOMPANY-INV	SUITE 1800 1555 PEACHTREE STREET NORTH EAST ATTN:CORPORATE TAX	ATLANTA	GA	30309-2460	US
THESEUS EUROPEAN CLO SA	C/O INVESCO SENIOR SECURED MANAGEME 27TH FLOOR 1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
THL CREDIT WIND RIVER 2012-1 CLO LIMITED	SUITE 2160 222 WEST ADAMS STREET	CHICAGO	IL	60606-5301	US
THL CREDIT WIND RIVER 2013-1 CLO LIMITED	SUITE 2160 222 WEST ADAMS STREET	CHICAGO	IL	60606-5301	US
THRIVENT BALANCED INCOME PLUS FUND	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT BALANCED INCOME PLUS PORTFOLIO	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT DIVERSIFIED INCOME PLUS FUND	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT DIVERSIFIED INCOME PLUS PORTFOLIO	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT FINANCIAL DEFINED BENEFITPLAN TRUST	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT FINANCIAL FOR LUTHERANS	SUITE 100 625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT GROWTH & INCOME PLUS FUND	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT GROWTH & INCOME PLUS PORTFOLIO	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT INCOME FUND RF 10	625 4TH STREET SOUTH	MINNEAPOLIS	MN	55415-1665	US
THRIVENT INCOME PORTFOLIO RF 02	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATE ALLOCATION FUND	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATELY AGGRESSIVE ALLOCATION FUND	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATELY AGGRESSIVE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATELY CONSERVATIVE ALLOCATION FUND	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT MODERATELY CONSERVATIVE ALLOCATION PORTFOLIO	625 FOURTH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT OPPORTUNITY INCOME PLUS FUND	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
THRIVENT OPPORTUNITY INCOME PLUS PORTFOLIO	625 4TH AVENUE SOUTH	MINNEAPOLIS	MN	55415-1624	US
TORO EUROPEAN CLO 1 LIMITED	2ND FLOOR 11-12 WARRINGTON PLACE	DUBLIN		2	IE
TRALEE CDO I LIMITED	50 TICE BOULEVARD	WOODCLIFF LAKE	NJ	07677	US
TRIMARAN CLO V LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019-6026	US
TRIMARAN CLO VII LIMITED	34TH FLOOR 1325 AVENUE OF THE AMERICAS	NEW YORK	NY	10019	US

UBS AG-STAMFORD BRANCH	677 WASHINGTON BOULEVARD	STAMFORD	CT	06901	US
UMC BENEFIT BOARD INC	1201 DAVIS STREET	EVANSTON	IL	60201	US
UNITED HEALTHCARE INSURANCE COMPANY	40 EAST 52ND STREET	NEW YORK		10022-5911	US
UNITEDHEALTHCARE INSURANCE COMPANY	40 EAST 52ND STREET	NEW YORK		10022-5911	US
US SPECIALTY INSURANCE COMPANY	40 EAST 52ND STREET	NEW YORK		10022-5911	US
VALIDUS REINSURANCE LIMITED	4TH FLOOR 399 PARK AVENUE	NEW YORK	NY	10022-4417	US
VENTURE V CDO LIMITED	C/O MJX ASSET MANAGEMENT LIMITED 29TH FLOOR	NEW YORK	NY	10017-1028	US
VENTURE VI CDO LIMITED	C/O THE BANK OF NEW YORK 17TH FLOOR	HOUSTON	TX	77002-3001	US
VENTURE VI CDO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE VII CDO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE VII CDO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE VIII CDO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE X CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XI CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XII CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XIII CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XIV CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XV CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VENTURE XVI CLO LIMITED	29TH FLOOR 12 EAST 49TH STREET	NEW YORK	NY	10017-1028	US
VERITAS CLO II LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0090	US
VIRTUS SENIOR FLOATING RATE FUND	SUITE 500 909 MONTGOMERY STREET	SAN FRANCISCO	CA	94133-4653	US
VITESSE CLO LIMITED	C/O TCW ASSET MANAGEMENT COMPANY SUITE 4700	NEW YORK	NY	10020	US
VOYA CLO 2012-1 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO 2012-2 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO 2012-3 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO 2012-4 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO 2013-1 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO 2014-2, LIMITED	SUITE 300 5780 POWERS FERRY ROAD NORTH WEST	ATLANTA	GA	30327-4349	US
VOYA CLO 2014-3 LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US

VOYA CLO II LIMITED	7337 EAST DOUBLETREE RANCH ROAD	SCOTTSDALE	AZ	85258-2144	US
VOYA CLO III LIMITED	7337 EAST DOUBLETREE RANCH ROAD	SCOTTSDALE	AZ	85258-2144	US
VOYA CLO IV LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
VOYA CLO V LIMITED	230 PARK AVENUE	NEW YORK		10169-0005	US
WASATCH CLO LIMITED	1166 AVENUE OF THE AMERICAS	NEW YORK	NY	10036-2708	US
WATERFRONT CLO 2007-1 LIMITED	C/O GRANDVIEW CAPITAL MANAGEMENT LL 820 MANHATTAN AVENUE	MANHATTAN BEACH	CA	90266	US
WELLINGTON MANAGEMENT PORTFOLIOS (DUBLIN) PLC-GLOBAL CREDIT BUY & MAINTAIN PORTFOLIO	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
WELLINGTON MANAGEMENT PORTFOLIOS (LUXEMBOURG) IV SICAV MULTI-SECTOR	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
WELLINGTON MANAGEMENT PORTFOLIOS (LUXEMBOURG) IV SICAV-FIS-MULTI-SECTOR CREDIT B-OR BETTER PORTFOLIO	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
WELLINGTON TRUST COMPANY NA MULTIPLE COLLECTIVE INVESTMENT FUNDS TRUSTII MULTI SECTOR CREDIT PORTFOLIO	280 CONGRESS STREET	BOSTON	MA	02210-1039	US
WELLINGTON TRUST COMPANY NATIONAL ASSOCIATION MULTIPLE COMMON TRUST FUNDS TRUST OPPORTUNISTIC FIXED INCOME	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
WELLS FARGO (LUX) WORLDWIDE FUND-USSHORT TERM HIGH YIELD BOND FUND	10TH FLOOR 525 MARKET STREET	SAN FRANCISCO	CA	94105-2705	US
WELLS FARGO ADVANTAGE REAL RETURN PORTFOLIO	10TH FLOOR 525 MARKET STREET	SAN FRANCISCO	CA	94105-2708	US
WELLS FARGO ADVANTAGE SHORT TERM HIGH YIELD BOND FUND	10TH FLOOR 525 MARKET STREET	SAN FRANCISCO	CA	94105-2705	US
WELLS FARGO BANK NA	101 NORTH PHILLIPS AVENUE	SIOUX FALLS	SD	57104-6738	US
WEST BEND MUTUAL INSURANCE COMPANY	1900 SOUTH 18TH AVENUE	WEST BEND	WI	53095	US
WESTBROOK CLO LIMITED	22ND FLOOR 461 5TH AVENUE	NEW YORK	NY	10017-7712	US
WESTCHESTER CLO LIMITED	SUITE 700 300 CRESENT COURT	DALLAS	TX	75201-7849	US
WESTWOOD CDO I LIMITED	7TH FLOOR 200 PARK AVENUE	NEW YORK	NY	10166-0005	US
WESTWOOD CDO II LIMITED	SUITE 200 2ND FLOOR 700 SOUTH FLOWER STREET	LOS ANGELES	CA	90017-4101	US
WG HORIZONS CLO I	C/O WEST GATE HORIZONS ADVISORS LLC SUITE 4100 333 SOUTH GRAND AVENUE	LOS ANGELES	CA	90071	US
WINDMILL CLO I LIMITED	5 HARBOURMASTER PLACE INTERNATIONAL	DUBLIN			IE

	FINANCIAL SERVICES CE				
WOOD STREET CLO I BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
WOOD STREET CLO II BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
WOOD STREET CLO III BV	HERIKERBERGWEG 238 LUNA ARENA	AMSTERDAM ZUIDOOST		1101 CM	NL
WOOD STREET CLO IV BV	LUNA ARENA 238 HERIKERBERGWEG	AMSTERDAM ZUIDOOST		1101 CM	NL
WOOD STREET CLO V BV	LUNA ARENA 238 HERIKERBERGWEG	AMSTERDAM ZUIDOOST		1101 CM	NL
WOOD STREET CLO VI BV	LOCATELLIKADE 1	AMSTERDAM		1076 AZ	NL
WORKERS COMPENSATION FUND	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
WTC-CTF STR HIGH YIELD PORTFOLIO	280 CONGRESS STREET	BOSTON	MA	02210-1023	US
XELO II PLC	2 GRAND CANAL SQUARE GRAND CANAL HARBOUR	DUBLIN			2 IE
XL RE LIMITED	XL HOUSE ONE BERMUDIANA ROAD	HAMILTON		HM 08	BM
YELLOWSTONE TRADING LLC	919 EAST MAIN STREET	RICHMOND	VA	23219-4625	US
ZAIS CLO 3 LIMITED	SUITE 322 2 BRIDGE AVENUE	RED BANK	NJ	07701-4604	US
ZAIS CLO I LIMITED	SUITE 322 2 BRIDGE AVENUE	RED BANK	NJ	07701-4604	US
ZODIAC FUNDS-INVESCO US SENIOR LOANFUND	1555 PEACHTREE STREET NE	ATLANTA	GA	30309-2460	US

D. Les Prêteurs 2022 (2022 Lenders, tel que ce terme est défini dans l'Avenant) :

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

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	N/A

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

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) :

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) :

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

Translation for information purposes only

**STATEMENT OF THIRD RANKING FINANCIAL SECURITIES ACCOUNT
PLEDGE**

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**").

THIRD 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 Third 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 8 May 2013, an amendment dated 21 February 2014, an amendment dated 24 November 2014 and an amendment dated 31 March 2015 (the "**Joinder Agreement**"), the "**Senior Facilities Agreement**") and as Senior Security Agent under the Intercreditor Deed (as defined in the Third 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 2022 Lenders (as defined in the Joinder Agreement) under the Joinder Agreement;
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 Third 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 Third Ranking Pledge Agreement) and/or as Additional Senior Secured Note Trustee (as defined in the Third Ranking Pledge Agreement) under the Senior Secured Note Documents (as defined in the Third 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 Third 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 Third Ranking Pledge Agreement),

9. the banks, the financial establishments and the other financial institutions acting as Second Secured Creditors (as defined in the Third 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 Third Ranking Pledge Agreement);
11. the banks, the financial establishments and the other financial institutions acting as Receivers (as defined in the Third Ranking Pledge Agreement); and
12. the banks, the financial establishments and the other financial institutions acting as Delegates (as defined in the Third 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 "**Third Ranking Secured Parties**", the Third Ranking Secured Parties being on the date hereof the entities listed in Schedule A (*List of the Third Ranking Secured Parties on the Signing Date*)),

SECURED INDEBTEDNESS:

- Nature: all money or liabilities due, owing or incurred to any Third 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 February 2012, (ii) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2012, (iii) any similar provision under the Senior Facilities Agreement, (iv) any similar provisions under any Additional Senior Facilities Agreement, (v) 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 Third Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Third 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 Third Ranking Pledge (as defined below):
 - (a) under the Senior Facilities Agreement:
 - (i) under the Facilities (other than the 2022 New Term Loans): USD 3,015,000,000 and € 850,000,000, in principal; and
 - (ii) under the 2022 New Term Loans: USD 625,000,000 and € 850,000,000, 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) USD 1,000,000,000 and € 500,000,000 under the Original Senior Secured Notes February 2012, and (ii) 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,

(hereinafter the "**Secured Indebtedness**").

IDENTIFICATION OF THE PLEDGED ACCOUNT:

- (a) Financial securities account no. 4 ter opened in the corporate registers of INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480, having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) and registered under number 351 670 823 R.C.S. Aix-en-Provence (the "**Account Holder**") in the name of the Pledgor,

(hereinafter the "**Financial Securities Account**");

- (b) Special account no. [REDACTED] opened in the books of Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse, 10, Cours Pierre Puget (2ème étage), 13006 Marseille (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: INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office Avenue de la Bienfaisance, BP 6, 13117 Lavera (France), and registered under number 351 670 823 R.C.S. Aix-en-Provence
- Number: three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares

TERMS OF THE THIRD RANKING PLEDGE:

The Pledgor pledged the Pledged Account in favor of the Third 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 third ranking financial securities account pledge agreement dated 31 March 2015 (the "**Third Ranking Pledge Agreement**") entered into between the Pledgor and the Security Agent acting in the name and on behalf of the other Third Ranking Secured Parties. Capitalized terms used in this statement of third ranking pledge of financial securities (the "**Statement of Third Ranking Pledge**") shall have the meaning ascribed to them in the Third Ranking Pledge Agreement unless otherwise indicated.

The respective rights and obligations of (i) the Second Ranking Secured Parties pursuant to the Second Ranking Pledge, (ii) the First Ranking Secured Parties pursuant to the First Ranking Pledge, and (iii) the Third Ranking Secured Parties pursuant to the Third Ranking Pledge, 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 Third Ranking Secured Parties and the Pledgor, in accordance with article 2337, alinéa 2, of the French *Code civil*.

Made on _____ March 2015, in four (4) original copies.

THE PLEDGOR:

INEOS INVESTMENTS INTERNATIONAL LIMITED

By:

SCHEDULE A

LIST OF THE THIRD RANKING SECURED PARTIES ON THE SIGNING DATE

(see French version)

SCHEDULE 2 – FORM OF CONFIRMATION OF THIRD RANKING PLEDGE

ATTESTATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE TROISIÈME RANG

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

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

en date du : _____ mars 2015

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 Troisième Rang dans la Déclaration de Nantissement de Troisième 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 troisième 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 troisième rang auront le sens qui leur est attribué à la Déclaration de Nantissement de Troisième Rang, le cas échéant par renvoi.

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

- 1/ attestons par la présente l'inscription dans les livres de notre société du nantissement de troisième rang du compte de titres financiers dont les références figurent sur la Déclaration de Nantissement de Troisième 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 troisième rang de compte de titres financiers (*Third Ranking Financial Securities Account Pledge Agreement*) en date du _____ mars 2015 (la "**Convention de Nantissement de Troisième Rang**") conclue par le Constituant et l'Agent des Sûretés (*Security Agent*) au nom et pour le compte des autres Bénéficiaires de Troisième Rang, dont une copie nous a été remise avec la Déclaration de Nantissement de Troisième Rang, et

4/ prenons acte des stipulations de l'Article 3.4 de la Convention de Nantissement de Troisième 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 Troisième Rang est d'ores et déjà affecté (i) 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, et (ii) en nantissement de second rang au profit de certains bénéficiaires (les "**Bénéficiaires de Second Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de second rang émise par le Constituant en date du 8 mai 2013 conformément aux termes d'une convention de nantissement de compte de titres financiers de second rang conclue en date du 8 mai 2013 entre le Constituant, les Bénéficiaires de Second Rang et l'Agent des Sûretés.

Fait le _____ mars 2015 en deux (2) exemplaires originaux

LE TENEUR DE COMPTE :

INEOS FRANCE SAS

Par :

ANNEXE
INVENTAIRE DES TITRES FINANCIERS
FIGURANT INITIALEMENT AU COMPTE NANTI

- Nature : actions nominatives
- Emetteur : INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480 ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence
- Nombre : trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions

Translation for information purposes only

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

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

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

dated: _____ March 2015

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 Third Ranking Secured Parties, as identified in the Statement of Third 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 third 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 third ranking pledge shall have the meaning ascribed to them in the Statement of Third Ranking Pledge unless otherwise indicated.

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

- 1/ hereby certify that the third ranking financial securities account pledge referred to in the Statement of Third 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 third ranking financial securities account pledge agreement dated _____ March 2015 (the "**Third Ranking Pledge Agreement**") entered into between the Pledgor and the Security Agent in the name and on behalf of the other Third Ranking Secured Parties, a copy of which has been delivered to us, together with the Statement of Third Ranking Pledge, and
- 4/ acknowledge the provisions of Article 3.4 of the Third Ranking Pledge Agreement and accept the mission resulting therefrom.

It is specified that the pledged account referred to in the Statement of Third Ranking Pledge has already been pledged pursuant to (i) a first ranking pledge to some beneficiaries (the

"**First Ranking Beneficiaries**"), the list of such First Ranking Beneficiaries being 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, and (ii) and a second ranking pledge to some beneficiaries (the "**Second Ranking Beneficiaries**"), the list of such Second Ranking Beneficiaries being attached to a statement of second ranking pledge issued by the Pledgor on 8 May 2013 in accordance with a second ranking financial securities account pledge agreement dated 8 May 2013 entered into between the Pledgor, the Second Ranking Beneficiaries and the Security Agent.

Made on _____ March 2015

In two (2) original copies

THE ACCOUNT HOLDER:

INEOS FRANCE SAS

By:

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

- Nature: nominative shares
- Issuer: INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) and registered under number 351 670 823 R.C.S. Aix-en-Provence
- Number: three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares

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

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

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

Après avoir pris connaissance de la déclaration de nantissement de troisième rang de compte de titres financiers, à laquelle nous sommes tiers, en date du _____ mars 2015 (la "**Déclaration de Nantissement de Troisième 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 troisième rang dans la Déclaration de Nantissement de Troisième Rang (les "**Créanciers Nantis de Troisième Rang**") et portant initialement sur trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions de la société INEOS France SAS, pour sûreté des Créances Garanties (tel que ce terme est défini dans la Déclaration de Nantissement de Troisième 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 INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480 ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera, France, immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence, 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 : [REDACTED] et dont le solde est de 0 € 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 troisième rang en date du _____ mars 2015 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 Troisième 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 troisième rang ou aux obligations sous-jacentes garanties par le nantissement de troisième 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 Troisième Rang représentés par leur Agent aussi longtemps qu'elles lui sembleront apparemment conformes ;
5. Toute notification de mainlevée ou de réalisation du nantissement de troisième 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 [REDACTED]
A l'attention de Madame Caroline Naddeo
10, Cours Pierre Puget (2^{ème} étage)
13006 Marseille
Tél. [REDACTED]

6. Il est rappelé à toutes fins utiles que le compte espèces spécial nanti est d'ores et déjà affecté (i) 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, et (ii) en nantissement de second rang au profit de certains bénéficiaires (les "**Bénéficiaires de Second Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de second rang émise par le Constituant en date du 8 mai 2013 conformément aux termes d'une convention de nantissement de compte de titres financiers de second rang conclue en date du 8 mai 2013 entre le Constituant, les Bénéficiaires de Second Rang et l'Agent des Sûretés ; et
7. La présente attestation est régie par et doit être interprétée selon le droit français.

Tout litige relatif à la validité, l'interprétation ou l'exécution de la présente attestation de nantissement de troisième rang 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 [____], le [____] 2015.

en deux (2) exemplaires originaux.

LE TENEUR DE COMPTE ESPÈCES SPÉCIAL :

CAISSE D'ÉPARGNE ET DE PRÉVOYANCE PROVENCE-ALPES-CORSE

Par :

Translation for information purposes only

CONFIRMATION OF THIRD RANKING PLEDGE (SPECIAL CASH ACCOUNT)

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

We refer to the statement of third ranking financial securities account pledge dated ____ March 2015, to which we are not party (the "**Statement of Third Ranking Pledge**"), entered into by INEOS Investments International Limited as pledgor (hereinafter the "**Pledgor**"), in favor of the third ranking secured parties identified in the Statement of Third Ranking Pledge (the "**Third Ranking Secured Parties**"), as a security for the payment of the Secured Indebtedness (as defined in the Statement of Third Ranking Pledge), and initially related to three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares of INEOS France SAS.

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, INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Laverà, France, registered under number 351 670 823 R.C.S. Aix-en-Provence, 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: [REDACTED] with a balance of 0 € 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 third ranking financial securities account pledge agreement dated ____ March 2015, which third 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 Third 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 third ranking pledge or the underlying obligations which are secured by the third 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 Third 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 third 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 [REDACTED]
To the attention of Mrs. Caroline Naddeo
10, Cours Pierre Puget (2^{ème} étage)
13006 Marseille
Tel. : [REDACTED]

6. It is specified that the pledged account referred to in the Statement of Third Ranking Pledge has already been pledged pursuant to (i) a first ranking pledge to some beneficiaries (the "**First Ranking Beneficiaries**"), the list of such First Ranking Beneficiaries being 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, and (ii) a second ranking pledge to some beneficiaries (the "**Second Ranking Beneficiaries**"), the list of such Second Ranking Beneficiaries being attached to a statement of second ranking pledge issued by the Pledgor on 8 May 2013 in accordance with a second ranking financial securities account pledge agreement dated 8 May 2013 entered into between the Pledgor, the Second Ranking Beneficiaries and the Security Agent.
7. This confirmation of third 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 third ranking pledge shall be referred to the exclusive jurisdiction of the commercial court (*tribunal de commerce*) which has jurisdiction over the above-mentioned Caisse d'Epargne et de Prévoyance Provence-Alpes-Corse branch.

Made in [____], on [____] 2015

In two (2) original copies

SPECIAL CASH ACCOUNT HOLDER:

CAISSE D'ÉPARGNE ET DE PRÉVOYANCE PROVENCE-ALPES-CORSE

By:

**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 troisième rang de compte de titres financiers en date du ____ mars 2015 (la "**Déclaration de Nantissement de Troisième Rang**").
 - Compte bancaire spécial n [REDACTED] ouvert dans vos livres (le "**Compte Espèces Spécial**").

Messieurs,

1. Nous nous référons à la convention de nantissement de troisième rang conclue le ____ mars 2015 entre INEOS Investments International Limited en tant que Constituant et nous-mêmes en tant que qu'Agent des Créanciers Nantis de Troisième Rang (la "**Convention de Nantissement de Troisième Rang**"), ainsi qu'à la Déclaration de Nantissement de Troisième Rang.
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 de Troisième Rang) au titre des obligations garanties en vertu de la Convention de Nantissement de Troisième Rang.
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 third ranking pledge over a financial securities account dated ____ March 2015 (the "**Statement of Third Ranking Pledge**").
- Special bank account no. [REDACTED] opened in your books (the "**Special Cash Account**").

Dear Sirs,

1. We refer to the third ranking pledge agreement entered into on ____ March 2015 between INEOS Investments International Limited as Pledgor and us as Third Ranking Secured Party (the "**Third Ranking Pledge Agreement**") and to the Statement of Third Ranking Pledge.
2. We hereby notify you of the occurrence of an Event of Default (as defined in the Third Ranking Pledge Agreement) under the obligations secured by Third Ranking 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: _____