

Supplemental Programme Deed

between

The Companies, as listed in Schedule 1

each, as Company

U.S. Bank National Association

as Trustee

J.P. Morgan Securities Plc

as Arranger, Dealer, Broker, Calculation Agent, Counterparty and Valuation Agent

JPMorgan Chase Bank, N.A.

as Calculation Agent, Counterparty and Valuation Agent

J.P. Morgan SE

as Dealer, Broker, Calculation Agent, Counterparty and Valuation Agent

J.P. Morgan Chase Bank, National Association, London Branch

as Custodian

The Bank of New York Mellon, London Branch

as Principal Paying Agent, Paying Agent, Transfer Agent and Custodian

The Bank of New York Mellon

as Registrar and Transfer Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch

as Paying Agent, Registrar and Transfer Agent

The Bank of New York Mellon SA/NV, Dublin Branch

as Paying Agent

Vistra Alternative Investments (Ireland) Limited

as Corporate Administrator

and

Hackwood Secretaries Limited

CONTENTS

1.	Purpose.....	1
2.	Definitions and construction.....	2
3.	Master Custody Terms dated 6 October 2023 for use with J.P. Morgan Chase Bank, National Association, London Branch	2
4.	Other Appointments, QFC Regulations and Bail-in and stay.....	3
5.	Prospective effect	3
6.	Communications.....	3
7.	Contracts (Rights of Third Parties) Act 1999.....	3
8.	Governing Law and Jurisdiction.....	3
	SCHEDULE 1 : THE COMPANIES	11
	SCHEDULE 2 : MASTER DOCUMENT	12

THIS SUPPLEMENTAL PROGRAMME DEED is dated 6 October 2023 and made

BETWEEN:

- (1) **THE COMPANIES, AS LISTED IN SCHEDULE 1**, (each being a “**Company**”);
- (2) **U.S. BANK NATIONAL ASSOCIATION**, (in its capacity as trustee, the “**Trustee**”);
- (3) **J.P. MORGAN SECURITIES PLC**, (“**JPMS plc**”; in its capacity as arranger, the “**Arranger**”, in its capacity as dealer, a “**Dealer**”, in its capacity as broker, a “**Broker**”, in its capacity as calculation agent, the “**Calculation Agent**”, in its capacity as swap counterparty, the “**Counterparty**” and in its capacity as valuation agent, the “**Valuation Agent**”);
- (4) **J.P. MORGAN CHASE BANK, N.A.**, (“**JPMCB**”; in its capacity as calculation agent, the “**Calculation Agent**”, in its capacity as swap counterparty, the “**Counterparty**” and in its capacity as valuation agent, the “**Valuation Agent**”);
- (5) **J.P. MORGAN SE**, (“**JPMSE**”; in its capacity as dealer, a “**Dealer**”, in its capacity as broker, a “**Broker**”, in its capacity as calculation agent, the “**Calculation Agent**”, in its capacity as swap counterparty, the “**Counterparty**” and in its capacity as valuation agent, the “**Valuation Agent**”);
- (6) **J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH** (“**JPMSS Custodian**”; in its capacity as custodian, the “**Custodian**”);
- (7) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, (in its capacity as principal paying agent, the “**Principal Paying Agent**”, in its capacity as paying agent, a “**Paying Agent**”, in its capacity as transfer agent, a “**Transfer Agent**” and in its capacity as custodian, the “**Custodian**”);
- (8) **THE BANK OF NEW YORK MELLON**, (in its capacity as registrar, the “**Registrar**” and in its capacity as transfer agent, a “**Transfer Agent**”);
- (9) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, (in its capacity as paying agent, a “**Paying Agent**”, in its capacity as registrar, the “**Registrar**” and in its capacity as transfer agent, a “**Transfer Agent**”);
- (10) **THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH**, (the “**Paying Agent**”);
- (11) **VISTRA ALTERNATIVE INVESTMENTS (IRELAND) LIMITED**, (in its capacity as administrator of each Company, the “**Corporate Administrator**”); and
- (12) **HACKWOOD SECRETARIES LIMITED**, (the “**Process Agent**”).

IT IS AGREED as follows:

1. **Purpose**

This Supplemental Programme Deed is entered into for the purpose of supplementing the Programme Deed in respect of the Programme for the Issuance of Notes and other Secured Obligations dated 22 December 2022 (the “**Programme Deed**”) and entered into between, *inter alios*, the parties to this Supplemental Programme Deed (other than JPMSS Custodian). This Supplemental Programme Deed shall be read and construed as forming part of the Programme Deed.

2. **Definitions and construction**

2.1 **Separate Programmes**

References to the “Company” within this Supplemental Programme Deed and throughout the Master Documents are references to the relevant Company in respect of its Programme and (only to the extent of) the Notes or other Obligations issued or entered into by it and such references specifically exclude any other Company as no Company shall have any obligation in respect of Notes or other Obligations issued by any other Company.

2.2 **Master Trust Terms**

Save as otherwise specified herein, words and expressions defined in the Programme Deed or the Master Trust Terms shall have the same meanings when used in this Supplemental Programme Deed.

2.3 **Construction of certain references**

References to:

- (A) Clauses and the Schedules shall be construed as references to, respectively, the Clauses of, and the Schedules to, this Supplemental Programme Deed; and
- (B) any document as amended shall mean that document as amended, supplemented, restated, varied or novated from time to time,

unless, in the case of each of Clauses 2.3(A) to 2.3(B) (inclusive), the context otherwise requires or as otherwise specified herein or therein.

2.4 **Headings**

Headings shall be ignored in construing this Supplemental Programme Deed.

2.5 **Schedules**

The Schedules are part of this Supplemental Programme Deed and have effect accordingly.

3. **Master Custody Terms dated 6 October 2023 for use with J.P. Morgan Chase Bank, National Association, London Branch**

3.1 Each of the Company, U.S. Bank National Association, JPMS plc, JPMCB, JPMSE and JPMSS Custodian severally agrees that by entering into this Supplemental Programme Deed it will, in respect of the Programme, become a party to, and shall become bound by the provisions of the Master Custody Terms dated 6 October 2023 for use with J.P. Morgan Chase Bank, National Association, London Branch (the “**JPMSS Master Custody Terms**”) in the capacity or capacities specified against its name above (but only if such capacity is specified in Schedule 2).

3.2 Each of the Company and each of the Programme Parties agree that the JPMSS Master Custody Terms shall apply in respect of each Series of Notes or other Obligations issued by the Company in respect of which J.P. Morgan Chase Bank, National Association, London Branch is specified as the custodian in the Conditions of such Series. Notwithstanding clause 3.1 (*Contractual parties*) of the Programme Deed, where J.P. Morgan Chase Bank, National Association, London Branch is specified as the custodian in the Conditions of a Series of Notes or other Obligations, references in the Master Documents to the “Custodian”

shall be construed as a reference to J.P. Morgan Chase Bank, National Association, London Branch.

- 3.3 Each of the Company and each of the Programme Parties agree that: (i) the definition of Master Documents in the Programme Deed shall be construed so as to also include the JPMSS Master Custody Terms; and (ii) the definition of Programme Party in the Programme Deed shall be construed so as to also include J.P. Morgan Chase Bank, National Association, London Branch.

4. **Other Appointments, QFC Regulations and Bail-in and stay**

The provisions of clause 3.2 (*Other Appointments*), clause 3.3 (*QFC Regulations*) and clause 3.4 (*Bail -in and stay*) of the Programme Deed shall *mutatis mutandis* apply to this Supplemental Programme Deed.

5. **Prospective effect**

This Supplemental Programme Deed shall have prospective effect only and shall not affect any existing Series of Notes or other Obligations issued or entered into by the Company prior to the date of this Supplemental Programme Deed.

6. **Communications**

The provisions of clause 5 (*Communications*) of the Programme Deed shall *mutatis mutandis* apply to this Supplemental Programme Deed provided that in respect of JPMSS Custodian the initial address and email address together with the telephone number and person(s) shall be as follows:

JPMSS Custodian

JPMorgan Chase Bank, National Association, London Branch

25 Bank St, London E14 5JP

Tel: +44 207 134 5356

Email: Julie-anne.c.atkins@jpmorgan.com

Attention: Julie-Anne Atkins

7. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Supplemental Programme Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Programme Deed or any agreement or deed constituted or amended hereby, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

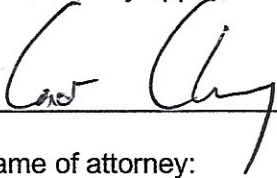
8. **Governing Law and Jurisdiction**

The provisions of clause 7 (*Governing Law and Jurisdiction*) of the Programme Deed shall apply *mutatis mutandis* to this Supplemental Programme Deed.

EXECUTION PAGE

This Supplemental Programme Deed has been executed and delivered by each party hereto in the capacity specified opposite such party's name above on the date stated at the beginning of this Supplemental Programme Deed.

SIGNED AND DELIVERED for and on behalf
of and as the deed of **CORSAIR FINANCE (IRELAND) NO. 2 DAC**
by its lawfully appointed attorney



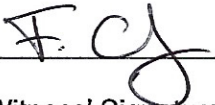
Name of attorney:

Conor Clancy

In the presence of:

Fiona Clancy

(Witness' Name)



(Witness' Signature)

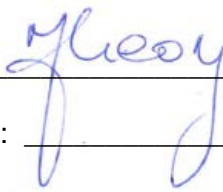
12 THE GRANGE, DUBLIN

(Witness' Address)

MARKETING

(Witness' Occupation)

Executed as a deed by **U.S. BANK NATIONAL ASSOCIATION**
in its capacity as Trustee by:



Name: _____


Michael Leong
Authorised Signatory



Name: _____

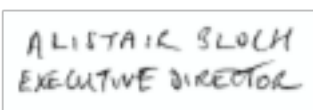
Chris Hobbs
Authorised Signatory

Executed as a deed by
JPMORGAN SECURITIES PLC
in its capacity Arranger, Dealer, Broker, Calculation
Agent, Counterparty and Valuation Agent
by:

By: 
Name: GOYA SUBRAMANIAN
Title: MANAGING DIRECTOR

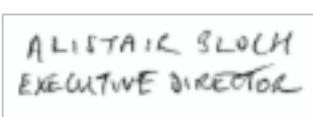
In the presence of:



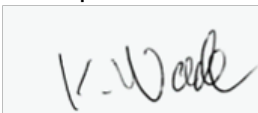
Witness Name: 
Witness Title: ALISTAIR SLOCH
EXECUTIVE DIRECTOR

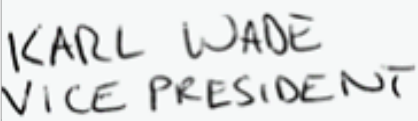
Executed as a deed by
J.P. MORGAN CHASE BANK, N.A.
in its capacity as Calculation Agent, Counterparty
and Valuation Agent



Name: 
Title: ALISTAIR SLOCH
EXECUTIVE DIRECTOR

In the presence of:



Witness Name: 
Witness Title: KARL WADE
VICE PRESIDENT

Executed as a Deed by
J.P MORGAN SE
in its capacity as Dealer, Broker, Calculation Agent,
Counterparty and Valuation Agent by:



Cyprien DECOUX

Name:

Title: **Executive Director**



Name: Leo Cerina

Title: Vice President

Executed as a deed by
J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH
in its capacity as Custodian

Name: _____

Title: _____

In the presence of:

Witness Name: _____

Witness Title:

Executed as a Deed by
J.P MORGAN SE
in its capacity as Dealer, Broker, Calculation Agent,
Counterparty and Valuation Agent by:

Name: _____

Title: _____

Executed as a deed by
J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH
in its capacity as Custodian



Name: Graham Gooden

Title: Executive Director

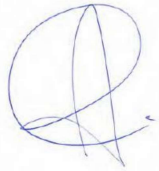
In the presence of:



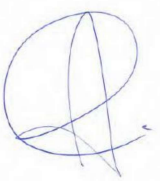
Witness Name: Michele Filippini

Witness Title: Executive Director

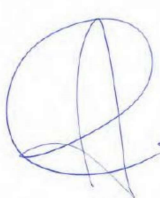
Executed as a Deed by
THE BANK OF NEW YORK MELLON, LONDON BRANCH
acting by its duly authorised signatory:

_____  _____
Digitally
signed by
Anett Emberg

Executed as a Deed by
THE BANK OF NEW YORK MELLON
acting by its duly authorised signatory:

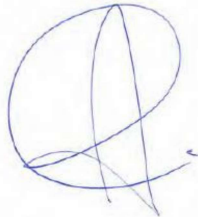
_____  _____
Digitally
signed by
Anett Emberg

EXECUTED as a deed by for and on behalf of
THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH

_____  _____
Digitally
signed by
Anett
Emberg

SIGNED AND DELIVERED
as a deed for and on behalf of
THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH
acting by its duly authorised Attorney:

Name: _____
Title: _____

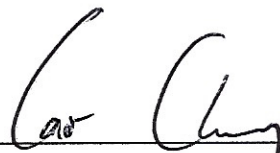


Digitally
signed by
Anett
Emberg

SIGNED AND DELIVERED for and on behalf
of and as the deed of **VISTRA ALTERNATIVE
INVESTMENTS (IRELAND) LIMITED**
by its lawfully appointed attorney

Conor Clancy

Name of attorney:



Vistra Alternative Investments (Ireland)
Limited by its attorney

In the presence of:

Fiola Clancy

(Witness' Name)

F. Clancy

(Witness' Signature)

12 THE GRANGE, DUBLIN

(Witness' Address)

MARKETING

(Witness' Occupation)

SIGNED for and on behalf of
HACKWOOD SECRETARIES LIMITED
in its capacity as Process Agent
by:

M. McDermott

M McDermott

Name: _____

SCHEDULE 1 : THE COMPANIES

Corsair Finance (Ireland) No. 2 DAC

SCHEDULE 2 : MASTER DOCUMENT

Title of Master Document	Parties
<p>The “Custody Agreement”, comprising the Master Custody Terms dated 6 October 2023 for use with J.P. Morgan Chase Bank, National Association, London Branch together with the Programme Deed as supplemented by this Supplemental Programme Deed (where more than one Counterparty is specified in Schedule 4 to the Programme Deed with respect to the Company, a separate Custody Agreement shall be deemed to have been entered into between the Company, the Trustee, the Custodian and the relevant Valuation Agent where the relevant Valuation Agent is the Counterparty).</p>	<p>(1) The Company</p> <p>(2) The Trustee</p> <p>(3) The Custodian</p> <p>(4) The Valuation Agent</p>