

NOTICE OF PROPOSED THIRD SUPPLEMENTAL INDENTURE

**MIDOCEAN CREDIT CLO VI
MIDOCEAN CREDIT CLO VI LLC**

September 17, 2024

To: The Parties Listed on Schedule I hereto.

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Indenture dated as of April 20, 2021 (as supplemented by that certain First Supplemental Indenture dated as of June 5, 2021, as supplemented by that certain Second Supplemental Indenture dated as of July 22, 2024, and as may be further amended, modified or supplemented from time to time, the “Indenture”) among MIDOCEAN CREDIT CLO VI, as Issuer (the “Issuer”), MIDOCEAN CREDIT CLO VI LLC, as Co-Issuer (the “Co-Issuer,” and together with the Issuer, the “Co-Issuers”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee (the “Trustee”) Capitalized terms used herein without definition shall have the meanings given to such terms in the Indenture.

I. Notice to Nominees and Custodians.

If you act as or hold Notes as a nominee or custodian for or on behalf of other persons, please transmit this notice immediately to the beneficial owner of such Notes or such other representative who is authorized to take actions. Your failure to act promptly in compliance with this paragraph may impair the chance of the beneficial owners on whose behalf you act to take any appropriate actions concerning the matters described in this notice.

II. Notice of Proposed Third Supplemental Indenture.

Pursuant to Sections 8.3(c) and 8.3(f) of the Indenture, the Trustee hereby provides notice of a proposed third supplemental indenture to be entered into pursuant to Section 8.1(a)(xviii) of the Indenture (the “Third Supplemental Indenture”), which will supplemental the Indenture according to its terms. The Third Supplemental Indenture will be executed by the Co-Issuers and the Trustee upon satisfaction of all conditions precedent set forth in the Indenture. A copy of the proposed Third Supplemental Indenture is attached hereto as **Exhibit A**.

PLEASE NOTE THAT THE ATTACHED THIRD SUPPLEMENTAL INDENTURE IS IN DRAFT FORM AND SUBJECT TO CHANGE PRIOR TO ITS EXECUTION.

THE TRUSTEE MAKES NO STATEMENT AS TO THE RIGHTS OF THE HOLDERS OF THE NOTES IN RESPECT OF THE THIRD SUPPLEMENTAL

INDENTURE AND MAKES NO RECOMMENDATIONS AS TO ANY ACTION TO BE TAKEN WITH RESPECT TO THE THIRD SUPPLEMENTAL INDENTURE OR OTHERWISE. HOLDERS ARE ADVISED TO CONSULT THEIR OWN LEGAL OR INVESTMENT ADVISOR.

The Third Supplemental Indenture will not be executed earlier than ten Business Days after delivery of this Notice, such delivery deemed to occur on the date of this Notice.

Any questions should be directed to the attention of Hans Laage by telephone at (651) 260-1885, by e-mail at Hans.Laage@computershare.com, or by mail addressed to Computershare Trust Company, N.A., Collateralized Debt Obligations, Attn: Hans Laage, 9062 Old Annapolis, Columbia, MD 21045-1951. The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of material information to all Holders. Holders of Notes should not rely on the Trustee as their sole source of information. The Trustee does not make recommendations or give investment advice herein or as to the Notes generally.

This document is provided by Computershare Trust Company, N.A., or one or more of its affiliates (collectively, "Computershare"), in its named capacity or as agent of or successor to Wells Fargo Bank, N.A., or one or more of its affiliates ("Wells Fargo"), by virtue of the acquisition by Computershare of substantially all the assets of the corporate trust services business of Wells Fargo.

**COMPUTERSHARE TRUST
COMPANY, N.A., as agent for WELLS
FARGO BANK, NATIONAL
ASSOCIATION, as Trustee**

Schedule I

Addressees

Holders of Notes:*

	CUSIP (Rule 144A)	ISIN (Rule 144A)	CUSIP (Reg S)	ISIN (Reg S)	CUSIP (Certificated)	ISIN (Certificated)
Class X Notes	59802XAU7	US59802XAU72	G61086AK3	USG61086AK31	59802XAV5	US59802XAV55
Class A-RRR Notes	59802XBN2	US59802XBN21	G61086AU1	USG61086AU13	59802XBP7	US59802XBP78
Class B-RRR Notes	59802X BQ5	US59802XBQ51	G61086AV9	USG61086AV95	59802XBR3	US59802XBR35
Class C-RRR Notes	59802X BS1	US59802XBS18	G61086AW7	USG61086AW78	59802XBT9	US59802XBT90
Class D-1R Notes	59802XBA0	US59802XBA00	G61086AN7	USG61086AN79	59802XBB8	US59802XBB82
Class D-2AR Notes	59802XBC6	US59802XBC65	G61086AP2	USG61086AP28	59802XBD4	US59802XBD49
Class D-2BR Notes	59802XBE2	US59802XBE22	G61086AQ0	USG61086AQ01	59802XBF9	US59802XBF96
Class E-RR Notes	59802WAG0	US59802WAG06	G61085AD1	USG61085AD15	59802WAH8	US59802WAH88
Class F Notes	59802WAJ4	US59802WAJ45	G61085AE9	USG61085AE97	59802WAK1	US59802WAK18
Income Notes	59802WAC9	US59802WAC91	G61085AB5	USG61085AB58	59802WAD7	US59802WAD74

Additional ISIN (Rule 144A)	Additional CUSIP (Reg S)
59802WAE5	-
59802XAQ6	-
59802WAD7	-
-	G61085AC3

Issuer:

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

Co-Issuer:

* The Trustee shall not be responsible for the use of the CUSIP, CINS, ISIN or Common Code numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Note. The numbers are included solely for the convenience of the Holders.

Midocean Credit CLO VI LLC
c/o Maples Fiduciary Services (Delaware) Inc.
4001 Kennett Pike, Suite 302
Wilmington, Delaware 19807
Attention: The Managers
E-mail: delawareservices@maples.com

Portfolio Manager:

MidOcean Credit Fund Management LP
245 Park Avenue, 38th Floor
New York, New York 10022
Attention: Anthony Rubeo, Damion Brown
Email: midoceanclos@midoceanpartners.com
Email: arubeo@midoceanpartners.com
Email: dbrown@midoceanpartners.com

Rating Agency:

S&P Global Ratings
E-mail: CDO_Surveillance@spglobal.com

Collateral Administrator/Information Agent:

Wells Fargo Bank, National Association
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: CDO Trust Services—MidOcean Credit CLO VI

Cayman Islands Stock Exchange:

Cayman Islands Stock Exchange
P.O. Box 2408
Grand Cayman, KY1-1105
Cayman Islands
E-mail: listing@csx.ky; csx@csx.ky

EXHIBIT A

PROPOSED THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE

dated as of September [], 2024

among

**MIDOCEAN CREDIT CLO VI,
as Issuer**

**MIDOCEAN CREDIT CLO VI LLC,
as Co-Issuer**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

to

**the Amended and Restated Indenture among the Issuer, the Co-Issuer and the Trustee,
dated as of April 20, 2021,
as amended by the First Supplemental Indenture, dated as of June 5, 2023 and as further
amended by the Second Supplemental Indenture, dated as of July 22, 2024**

THIRD SUPPLEMENTAL INDENTURE, dated as of September [], 2024 (this "Third Supplemental Indenture"), among MIDOCEAN CREDIT CLO VI, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Issuer"), MIDOCEAN CREDIT CLO VI LLC, a Delaware limited liability company (the "Co-Issuer" and, together with the Issuer, the "Co-Issuer") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee (the "Trustee") is entered into pursuant to the terms of the Amended and Restated Indenture, dated as of April 20, 2021, among the Co-Issuers and the Trustee (as amended by the First Supplemental Indenture, dated as of June 5, 2023, as amended by the Second Supplemental Indenture, dated as of July 22, 2024, and as may be further amended, restated, modified or supplemented, the "Indenture"). Capitalized terms used in this Third Supplemental Indenture that are not otherwise defined herein have the meanings assigned thereto in the Indenture.

PRELIMINARY STATEMENT

WHEREAS, pursuant to Section 8.1(a)(viii) of the Indenture, without the consent of the Holders of any Notes, the Co-Issuers, when authorized by Resolutions, and the Trustee, at any time and from time to time, may enter into one or more supplemental indentures to correct any inconsistency or cure any ambiguity, omission or manifest errors in this Indenture, or to conform the provisions of this Indenture to the most recent Offering Memorandum; and

WHEREAS, the Co-Issuers and the Trustee desire to enter into this Third Supplemental Indenture in order to correct certain inconsistencies and cure certain ambiguities under the Second Supplemental Indenture,

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

SECTION 1. Amendments to the Indenture

For purposes of the definitions of "Controlling Class" and "Secured Note Payment Sequence" in Section 1.1 of the Indenture and Section 11.1(a) of the Indenture, (i) notwithstanding the changes set forth in Section 3(b) of the Second Supplemental Indenture, all references to "Class A-RR Notes", "Class B-RR Notes" and "Class C-1R Notes" shall remain effective as set forth therein, (ii) all references to the "Class A-RR Notes" shall be deemed to mean the Class A-RRR Notes, (iii) all references to the "Class B-RR Notes" shall be deemed to mean the Class B Notes, and (iv) all references to the "Class C-1R Notes" shall be deemed to mean the Class C Notes.

SECTION 2. Indenture to Remain in Effect

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

SECTION 3. Limited Recourse; Non-Petition

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

SECTION 4. Miscellaneous

(a) This Third Supplemental Indenture shall be construed in accordance with, and this Third Supplemental Indenture and any matters arising out of or relating in any way whatsoever to this Third Supplemental Indenture (whether in contract, tort or otherwise), shall be governed by, the laws of the State of New York.

(b) This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Third Supplemental Indenture by electronic means (including email (.pdf) or facsimile) will be effective as delivery of a manually executed counterpart of this Third Supplemental Indenture. Counterparts may be executed and delivered via facsimile, electronic mail or other transmission method and may be executed by electronic signature (including, without limitation, any PDF file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act) and any counterpart so delivered shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

(c) The Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements of each of the Co-Issuers, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Third Supplemental Indenture and makes no representation with respect thereto.

(d) Upon its execution, this Third Supplemental Indenture shall become effective immediately on such date without any further action by any Person.

(e) The Co-Issuers represent and warrant to the Trustee that this Third Supplemental Indenture has been duly and validly executed and delivered by each of the Co-Issuers and constitutes their respective legal, valid and binding obligation, enforceable against each of the Co-Issuers in accordance with its terms. By their signatures hereto, the Co-Issuers hereby direct the Trustee to execute this Third Supplemental Indenture.

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

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

MIDOCEAN CREDIT CLO VI, as Issuer

By: _____
Name:
Title:

**MIDOCEAN CREDIT CLO VI LLC,
as Co-Issuer**

By: _____
Name:
Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee**

By: Computershare Trust Company, N.A., as its
agent and attorney-in-fact

By: _____
Name:
Title: