



BNY MELLON

The Bank of New York Mellon Trust Company, National Association

GOLDENTREE LOAN MANAGEMENT US CLO 8, LTD. GOLDENTREE LOAN MANAGEMENT US CLO 8, LLC

NOTICE OF EXECUTED SUPPLEMENTAL INDENTURE

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

November 1, 2024

To: The Holders described as:

Class of Notes	Rule 144A Global		Regulation S Global		Accredited Investor	
	CUSIP	ISIN	CUSIP	ISIN	CUSIP	ISIN
Class A-RR	38136NAY2	US38136NAY22	G3961NAM5	USG3961NAM59	38136NAZ9	US38136NAZ96
Class B-RR	38136NBA3	US38136NBA37	G3961NAN3	USG3961NAN33	38136NBB1	US38136NBB10
Class C-RR	38136NBC9	US38136NBC92	G3961NAP8	USG3961NAP80	38136NBD7	US38136NBD75
Class D-RR	38136NBE5	US38136NBE58	G3961NAQ6	USG3961NAQ63	38136NBF2	US38136NBF24
Class E-RR	38136NBG0	US38136NBG07	G3961NAR4	USG3961NAR47	38136NBH8	US38136NBH89
Class F-R	38136QAJ8	US38136QAJ85	G3961QAE6	USG3961QAE64	38136QAK5	US38136QAK58
Subordinated	38136QAC3	US38136QAC33	G3961QAC0	USG3961QAC09	38136QAF6	US38136QAF63

To: Those Additional Parties Listed on Schedule I hereto

Reference is hereby made to that certain indenture dated as of August 20, 2020 (as supplemented, amended or modified from time to time, the “Indenture”), among GOLDENTREE LOAN MANAGEMENT US CLO 8, LTD., as issuer (the “Issuer”), GOLDENTREE LOAN MANAGEMENT US CLO 8, LLC, as co-issuer (the “Co-Issuer”, and together with the Issuer, the “Co-Issuers”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION (“BNYM”), as trustee (the “Trustee”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

In accordance with Section 8.3(c) of the

Indenture, the Trustee hereby notifies you of the execution of the Second Supplemental Indenture (the “Supplemental Indenture”), which supplements the Indenture according to its terms. A copy of the Supplemental Indenture is attached hereto as Exhibit A.

PLEASE NOTE THAT THE FOREGOING IS NOT INTENDED AND SHOULD NOT BE CONSTRUED AS INVESTMENT, ACCOUNTING, FINANCIAL, LEGAL OR TAX ADVICE BY OR ON BEHALF OF THE TRUSTEE OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, ATTORNEYS, OR EMPLOYEES. THE TRUSTEE MAKES NO RECOMMENDATIONS TO THE HOLDERS OF NOTES AS TO ANY ACTION TO BE TAKEN OR NOT TO BE TAKEN WITH RESPECT TO THE SUPPLEMENTAL INDENTURE OR OTHERWISE AND ASSUMES NO RESPONSIBILITY FOR THE CONTENTS, SUFFICIENCY OR VALIDITY OF THE DESCRIPTION OF THE SUPPLEMENTAL INDENTURE CONTAINED HEREIN OR ATTACHED HERETO.

Should you have any questions, please contact gtam.trustee@bnymellon.com.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

EXHIBIT A

Supplemental Indenture

SECOND SUPPLEMENTAL INDENTURE

to the

INDENTURE

dated as of August 20, 2020

by and among

GOLDENTREE LOAN MANAGEMENT US CLO 8, LTD.,
as Issuer,

GOLDENTREE LOAN MANAGEMENT US CLO 8, LLC,
as Co-Issuer,

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

This SECOND SUPPLEMENTAL INDENTURE dated as of October 31, 2024 (this "Supplemental Indenture") to the Indenture, dated as of August 20, 2020 (as amended by the First Supplemental Indenture, dated as of September 3, 2021 and as modified by LIBOR Act Conforming Changes in June 2023, and as further amended, supplemented and modified from time to time, the "Indenture") is entered into by and among GoldenTree Loan Management US CLO 8, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Issuer"), GoldenTree Loan Management US CLO 8, LLC, a limited liability company formed under the laws of the State of Delaware (the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"), and The Bank of New York Mellon Trust Company, National Association, a limited purpose national banking association with trust powers organized under the laws of the United States of America, as trustee under the Indenture (together with its successors in such capacity, the "Trustee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Indenture.

PRELIMINARY STATEMENT

WHEREAS, the Co-Issuers wish to amend the Indenture pursuant to Sections 8.1(viii)(C), 8.1(xv)(i), 8.1(xiii), 8.1(xvii), 8.2 and 9.4 thereof to effect the modifications set forth in Section 1 below;

WHEREAS, with the consent of the Portfolio Manager, the Co-Issuers, when authorized by Resolutions, and the Trustee at any time and from time to time, may enter into a supplemental indenture to issue replacement securities in connection with a Partial Redemption by Refinancing and to effect a Partial Redemption by Refinancing in conformity with Section 9.3 of the Indenture;

WHEREAS, the Applicable Issuers have, concurrently with and by way of the execution of this Supplemental Indenture, issued the Class A-RR Notes, the Class B-RR Notes, the Class C-

RR Notes, the Class D-RR Notes and the Class E-RR Notes (collectively, the "Second Refinancing Notes"), the proceeds of which issuance are being used to redeem the Class A-R Notes, the Class B-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes (collectively, "Second Refinanced Notes").

WHEREAS, the conditions set forth for entry into a supplemental indenture pursuant to the Indenture, including but not limited to the applicable provisions of Sections 8.1 and 8.3 thereof, have been satisfied;

WHEREAS, the conditions for a Partial Redemption by Refinancing set forth in the Indenture, including but not limited to Section 9.3(b) thereof, have been satisfied;

WHEREAS, each Holder or beneficial owner of a Second Refinancing Note, by its acquisition thereof on the Second Refinancing Date, is deemed to agree to the Indenture, as amended and modified by this Supplemental Indenture;

WHEREAS, the Holders of a Majority of the Subordinated Notes have provided their consent to this Supplemental Indenture; and

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. Terms of the Second Refinancing Notes and Amendments to the Indenture. Effective as of the date hereof upon satisfaction of the conditions set forth in Section 2 below, the Indenture (including the Schedules and Exhibits thereto) is amended pursuant to Sections 8.1(viii)(C), 8.1(xv)(i), 8.1(xiii), 8.1(xvii), 8.2 and 9.4 of the Indenture as follows:

(a) The Co-Issuers shall issue the Second Refinancing Notes, the proceeds of which shall be used to redeem the Class A-R Notes, the Class B-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes which shall replace the Classes of the Second Refinanced Notes and have the designation, initial principal amount and other characteristics as follows. On and after the Second Refinancing Date, the following shall replace the columns in Section 2.3 of the Indenture related to the Second Refinanced Notes and apply solely to the Second Refinancing Notes:

	Second Refinancing Notes				
Designation	Class A-RR Notes	Class B-RR Notes	Class C-RR Notes	Class D-RR Notes	Class E-RR Notes
Type	Senior Secured Floating Rate	Senior Secured Floating Rate	Mezzanine Deferrable Floating Rate	Mezzanine Deferrable Floating Rate	Junior Deferrable Floating Rate
Issuer(s)	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Issuer
Initial Principal Amount / Face	\$330,000,000	\$68,100,000	\$31,400,000	\$31,400,000	\$19,700,000

Amount (U.S.\$)					
Expected Moody's Initial Rating	N/A	N/A	N/A	N/A	N/A
Expected Fitch Initial Rating (at least)	N/A	N/A	N/A	N/A	N/A
Expected S&P Initial Rating (at least)	"AAA (sf)"	"AA (sf)"	"A (sf)"	"BBB- (sf)"	"BB- (sf)"
Interest Rate: Floating Rate Debt	Yes	Yes	Yes	Yes	Yes
Index ⁽²⁾	Benchmark	Benchmark	Benchmark	Benchmark	Benchmark
Spread*	1.15%	1.55%	1.85%	2.90%	5.75%
Stated Maturity	Payment Date in October 2034	Payment Date in October 2034	Payment Date in October 2034	Payment Date in October 2034	Payment Date in October 2034
Minimum Denominations (U.S.\$) (Integral Multiples)	U.S.\$250,000 (U.S.\$1.00)	U.S.\$100,000 (U.S.\$1.00)	U.S.\$250,000 (U.S.\$1.00)	U.S.\$100,000 (U.S.\$1.00)	U.S.\$100,000 (U.S.\$1.00)
Ranking of the Notes:					
Priority Class(es)	None	X-R, A-RR	X-R, A-RR, B-RR	X-R, A-RR, B-RR, C-RR	X-R, A-RR, B-RR, C-RR, D-RR
Pari Passu Class(es)	None	None	None	None	None
Junior Class(es)	B-RR, C-RR, D-RR, E-RR, F-R, Subordinated	C-RR, D-RR, E-RR, F-R, Subordinated	D-RR, E-RR, F-R, Subordinated	E-RR, F-R, Subordinated	F-R, Subordinated
Deferred Interest Notes	No	No	Yes	Yes	Yes
Form	Book-Entry (Physical for IAIs)	Book-Entry (Physical for IAIs)	Book-Entry (Physical for IAIs)	Book-Entry (Physical for IAIs)	Book-Entry (Physical for IAIs)

¹ For the period from the Second Refinancing Date to but excluding the Payment Date in January 2025, the Benchmark in relation to the Second Refinancing Notes shall be Term SOFR as determined on the date which is two Business Days prior to the Second Refinancing Date.

² On each Payment Date commencing with the Payment Date in January 2025, in addition to interest that is otherwise due and payable on each Class of the Second Refinancing Notes, any unpaid Second Refinanced Notes Purchased Interest with respect to such Class will be due and payable until paid in full; provided that, with respect to the Class C-RR Notes, the Class D-RR Notes, and the Class E-RR Notes, unless such Class is the Controlling Class, to the extent sufficient funds are not available to make such payments in accordance with the Priority of Payment on such Payment Date, such Second Refinanced Notes Purchased Interest shall constitute Deferred Interest.

(b) The columns in Section 2.3 of the Indenture related to the Class X-R Notes, the Class F-R Notes and the Subordinated Notes are hereby amended by replacing the references to (i) "A-R" with "A-RR", (ii) "B-R" with "B-RR", (iii) "C-R" with "C-RR", (iv) "D-R" with "D-RR" and (v) "E-R" with "E-RR".

(c) The last paragraph of Section 2.3 of the Indenture is hereby amended to add the bold and underlined text (indicated textually in the same manner as the following example: **bold and underlined text**) and to remove the stricken text (indicated textually in the same manner as the following example: ~~**bold and stricken text**~~) as set forth below:

"The Notes shall be issued in minimum denominations of (i) in the case of the Class X Notes, the Class A Notes, ~~the Class B Notes~~, the Class C Notes, ~~the Class D Notes, Class E Notes~~ and the Subordinated Notes, U.S.\$250,000 and (ii) in the case of **the Class B Notes, the Class D Notes, the Class E Notes and** the Class F Notes, U.S.\$100,000, and, in each case, integral multiples of U.S.\$1.00 in excess thereof (the "Minimum Denominations")."

(d) The issuance date of the Second Refinancing Notes and the redemption date (or the repayment date, as applicable) of the Second Refinanced Notes shall be October 31, 2024 (the "Second Refinancing Date"). Payments on Second Refinancing Notes issued on the Second Refinancing Date will be made on each Payment Date, commencing on the Payment Date in January 2025.

(e) Section 1.1 of the Indenture is hereby amended by inserting the following definitions in the appropriate alphabetical order:

"Second Refinancing Date": October 31, 2024.

"Second Refinancing Initial Purchaser": Morgan Stanley & Co. LLC.

"Second Refinancing Notes": The Class A-RR Notes, the Class B-RR Notes, the Class C-RR Notes, the Class D-RR Notes and the Class E-RR Notes.

"Second Refinanced Notes Purchased Interest": With respect to each Class of Second Refinancing Notes issued on the Second Refinancing Date, the amount listed in the table below, which represents an amount up to the full amount of accrued and unpaid interest on the corresponding Class of Notes being redeemed on the Second Refinancing Date that is due and payable as part of the Redemption Price of such Class on the Refinancing Date, which amount has been paid by the initial purchasers of the specified Class of Second Refinancing Notes on the Second Refinancing Date as part of the purchase price thereof.

Class of Second Refinancing Notes	Corresponding Class of Refinanced Notes	Purchased Interest (U.S.\$)
Class A-RR Notes	Class A-R Notes	\$552,659.25

Class of Second Refinancing Notes	Corresponding Class of Refinanced Notes	Purchased Interest (U.S.\$)
Class B-RR Notes	Class B-R Notes	\$122,561.27
Class C-RR Notes	Class C-R Notes	\$60,000.25
Class D-RR Notes	Class D-R Notes	\$69,594.70
Class E-RR Notes	Class E-R Notes	\$60,353.19

"Second Refinancing Purchase Agreement": The refinancing note purchase agreement dated as of the Second Refinancing Date among the Co-Issuers and the Second Refinancing Initial Purchaser with respect to the Second Refinancing Notes issued on the Second Refinancing Date.

"Second Supplemental Indenture": The Second Supplemental Indenture among the Co-Issuers and the Trustee dated as of the Second Refinancing Date.

(f) The following definitions set forth in Section 1.1 of the Indenture are hereby amended and restated and inserted in the appropriate alphabetical order:

"Arrangers": (a) each of Wells Fargo Securities, LLC, Morgan Stanley & Co. LLC and BofA Securities, Inc. with respect to the Notes issued on the Closing Date, (b) the First Refinancing Initial Purchaser, with respect to the First Refinancing Notes issued on the First Refinancing Date and (c) the Second Refinancing Initial Purchaser, with respect to the Second Refinancing Notes issued on the Second Refinancing Date.

"Benchmark": (I) With respect to the Class F-R Notes (but including, for the avoidance of doubt, for purposes of calculating the Effective Spread), (i) Term SOFR plus (ii) 26.161 basis points and (II) with respect to the Second Refinancing Notes (but, for the avoidance of doubt, not for purposes of calculating the Effective Spread) on and after the Second Refinancing Date, Term SOFR; provided that if Term SOFR or the then-current Benchmark is unavailable or no longer reported, then "Benchmark" means the applicable Benchmark Replacement as determined by the Portfolio Manager and notified by the Portfolio Manager to the Trustee and the Calculation Agent; further provided that the Benchmark for the Second Refinancing Notes will be no less than zero.

"Class A Notes": The Class or Classes of Notes with the letter designation "A" (including "A-RR") issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

"Class A-J Notes": The Class or Classes of Notes with the letter designation "A-J" issued pursuant to this Indenture and having the characteristics specified in

Section 2.3. For the avoidance of doubt, no Class A-J Notes shall be issued on the Closing Date, the First Refinancing Date or the Second Refinancing Date.

"Class B Notes": The Class or Classes of Notes with the letter designation "B" (including "B-RR") issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

"Class C Notes": The Class or Classes of Notes with the letter designation "C" (including "C-RR") issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

"Class D Notes": The Class or Classes of Notes with the letter designation "D" (including "D-RR") issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

"Class E Notes": The Class or Classes of Notes with the letter designation "E" (including "E-RR") issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

"Designated Maturity": A term of three months; provided that in the case of any Refinancing and any new Notes that are issued in respect of such Refinancing, the remainder of the Interest Accrual Period in which such refinancing occurs, the Benchmark shall be interpolated linearly between rates with the applicable maturity. For the avoidance of doubt, for the period from the Second Refinancing Date to but excluding the Payment Date in January 2025, the Benchmark in relation to the Second Refinancing Notes shall be interpolated linearly between rates with the applicable maturity.

"Non-Call Period": The period from (i) with respect to the First Refinancing Notes (including, for the avoidance of doubt, the Class F-R Notes), the First Refinancing Date to but excluding October 2023, (ii) with respect to the Second Refinancing Notes the Second Refinancing Date to but excluding October 31, 2025, (iii) with respect to a Re-Priced Class only, if applicable, the Re-Pricing Date to but excluding such later date as determined in connection with such Re-Pricing and (iv) with respect to a Class of Notes subject to a Partial Redemption by Refinancing, if applicable, the date of the Partial Redemption by Refinancing to but excluding such later date as determined in connection with such Partial Redemption by Refinancing.

"Offering Circular": As the context requires (a) the final offering circular dated August 18, 2020 relating to the Securities issued on the Closing Date, including any supplements thereto, (b) the final offering circular dated September 1, 2021 relating to the First Refinancing Notes issued on the First Refinancing Date, including any supplements thereto and (c) the final offering circular dated October 29, 2024 relating to the Second Refinancing Notes issued on the Second Refinancing Date, including any supplements thereto.

"Purchase Agreement": As the context requires (a) an agreement dated as of the Closing Date among the Issuer, the Co-Issuer and each of the Arrangers, (b) the First Refinancing Purchase Agreement and (c) the Second Refinancing Purchase Agreement.

"Re-Pricing Eligible Secured Notes": The Class F Notes.

(g) Section 2.8(a) of the Indenture is hereby amended to add the following sentence immediately after the first sentence therein:

"In addition, on each Payment Date commencing with the Payment Date in January 2025, Second Refinanced Notes Purchased Interest with respect to each Class of the Second Refinancing Notes will be payable on such Class until paid in full; provided that, with respect to the Class C-RR Notes, the Class D-RR Notes, and the Class E-RR Notes, unless such Class is the Controlling Class, to the extent sufficient funds are not available to make such payments in accordance with the Priority of Payment on such Payment Date, such Second Refinanced Notes Purchased Interest shall constitute Deferred Interest."

(h) Section 9.4(b) of the Indenture is hereby amended to add the following paragraph after clause (vi) of Section 9.4(b):

"In the event that (A) the settlement of any asset sale by the Issuer (or the Portfolio Manager on the Issuer's behalf) is delayed or failed such that the Disposition Proceeds are not sufficient to pay the required Redemption Amount, (B) the Issuer (or the Portfolio Manager on the Issuer's behalf) had entered into a binding agreement for the sale of such asset prior to the applicable Redemption Date, (C) such delayed or failed settlement is due solely to circumstances beyond the control of the Issuer and the Portfolio Manager and (D) the Issuer (or the Portfolio Manager on the Issuer's behalf) has used commercially reasonable efforts to cause such settlement to occur prior to the Redemption Date, then the Issuer (at the direction of the Portfolio Manager) may delay the Redemption Date of all classes being redeemed to any Business Day selected by the Portfolio Manager (for the avoidance of doubt, no later than the Stated Maturity) with notice to the Trustee (who shall forward such notice to the Holders and DTC) at least by 10:00 a.m. (New York time) two Business Days prior to the Redemption Date (the "Redemption Date Delay Notice"); provided that if the initial Redemption Date is in the period from a Determination Date to a related Payment Date and the revised Redemption Date shall fall after the Payment Date, then the Portfolio Manager shall deliver the Redemption Date Delay Notice no later than five Business Days prior to the initial Redemption Date to the Trustee (who shall forward such notice to the Holders and DTC); provided, further, that (w) the 10 Business Day notice requirement set forth in Section 9.4(a)(ii) shall not be applicable to such revised Redemption Date, (x) such delay or failure shall not constitute an Event of Default, (y) interest on the Notes will accrue to but exclude the revised Redemption Date and (z) any revised notice of redemption delivered by the Trustee pursuant to Section 9.4(a)(ii) in connection with the revised Redemption Date shall state that the Redemption Price with respect to any Class of Secured Notes will be an amount equal to 100% of the Aggregate Outstanding Amount thereof plus accrued and unpaid interest thereon to the revised Redemption Date (provided, that by unanimous consent, the holders of any Class of Notes may agree to decrease the redemption price for that Class of Notes, in which case, such reduced price will be the "Redemption Price" for that Class of Notes); provided, further, that the delay of the scheduled Redemption Date shall not affect any scheduled Payment Date. For the avoidance of doubt, the amount of the Redemption Price with respect to any Class of Secured Notes is not required to be set forth in the revised notice of redemption referred to in clause (z) above.

With respect to such delay, the Trustee shall be entitled to rely upon instructions or calculations received or confirmed from the Issuer or the Portfolio Manager and shall have no liability for any delay or failure on the part of the Issuer, the Portfolio Manager or DTC in taking actions necessary in connection therewith or for any delay in the redemption of any Class of Secured Notes."

(i) The following definition set forth in Schedule 6 of the Indenture is hereby amended to remove the stricken text (indicated textually in the same manner as the following example: **bold and stricken text**) as set forth below:

"S&P Rating": The S&P Rating of any Collateral Obligation will be determined as follows:

(c) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined pursuant to clauses (i) through (iv) below:

(i) if an obligation of the issuer is not a DIP Collateral Obligation and is publicly rated by Moody's, then the S&P Rating will be determined in accordance with the methodologies for establishing the Moody's Rating set forth above **except that the S&P Rating of such obligation will be (1) one subcategory below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Baa3" or higher and (2) two subcategories below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Ba1" or lower**; provided that the Aggregate Principal Balance of the Collateral Obligations that may have an S&P Rating derived from a Moody's Rating as set forth in this clause (c)(i) may not exceed 10.0% of the Collateral Principal Amount; provided, that, to the extent that Moody's is no longer acting as a Rating Agency hereunder and an applicable successor is not in place, the S&P Rating Condition will have been satisfied prior to any determination in accordance with this clause (c)(i);

(j) The form of Note for a Second Refinancing Note set forth in Exhibit A-1 of the Indenture is hereby amended by:

- (i) replacing the references to "A-R" with "A-RR";
- (ii) replacing the references to "B-R" with "B-RR";
- (iii) replacing the references to "C-R" with "C-RR";
- (iv) replacing the references to "D-R" with "D-RR";
- (v) replacing the references to "E-R" with "E-RR";

(vi) replacing the stated interest rates of the Second Refinanced Notes with the spread specified for the Second Refinancing Notes in the table in Section 1(a) of this Second Supplemental Indenture;

(vii) solely with respect to the Class B-RR Notes, the Class D-RR Notes and the Class E-RR Notes, replacing minimum denominations of \$250,000 with minimum denominations of \$100,000;

(viii) replacing the initial Payment Date and issuance date of the Second Refinanced Notes with the initial Payment Date and issuance date of the Second Refinancing Notes;

(ix) replacing the references to "(as amended by that certain first supplemental indenture, dated as of September 3, 2021, collectively, the "Indenture")" with "(as amended by the First Supplemental Indenture, dated as of September 3, 2021, as modified by LIBOR Act Conforming Changes in June 2023 and as amended by the Second Supplemental Indenture, dated as of October 31, 2024, the "Indenture")"; and

(x) replacing the CUSIP and ISIN identifiers of the Second Refinanced Notes with the CUSIP and ISIN identifiers of the Second Refinancing Notes.

2. Conditions Precedent. The modifications to be effected pursuant to Section 1 above shall become effective as of the date first written above upon satisfaction of the following conditions:

(i) The Portfolio Manager has delivered the written direction in connection with the Partial Redemption by Refinancing to the Co-Issuers and the Trustee, and each of the Portfolio Manager, the Trustee and the Issuer has consented to a shorter notice period with respect to such written direction pursuant to Section 9.3(a) of the Indenture;

(ii) The Trustee has provided a copy of this Supplemental Indenture to the Holders, the Portfolio Manager, the Collateral Administrator, any Hedge Counterparty and the Rating Agency not later than five Business Days prior to the Second Refinancing Date;

(iii) The Holders of a Majority of the Subordinated Notes have consented to this Supplemental Indenture within five Business Days of the mailing by the Trustee of a copy of this Supplemental Indenture;

(iv) The Partial Redemption by Refinancing has not caused the Portfolio Manager to violate the U.S. Risk Retention Regulations;

(v) The Co-Issuers have adopted Resolutions approving this Supplemental Indenture;

(vi) An Opinion of Counsel stating that the execution of this Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent thereto have been satisfied has been delivered to the Trustee pursuant to Section 8.3 of the Indenture;

(vii) The Portfolio Manager has delivered an Officer's Certificate to the Trustee in accordance with Section 9.3(b) of the Indenture and certifying that the interests of any Holder of Notes would not be materially and adversely affected by the modifications set forth in this Supplemental Indenture;

(viii) a letter signed by the Rating Agency confirming that (1) the Class A-RR Notes are rated "AAA (sf) " by S&P, (2) the Class B-RR Notes are rated at least "AA (sf) " by S&P, (3) the Class C-RR Notes are rated at least "A (sf)" by S&P, (4) the Class D-RR Notes are rated at least "BBB- (sf)" by S&P and (5) the Class E-RR Notes are rated at least "BB- (sf) " by S&P;

(ix) an Issuer Order by each of the Co-Issuers directing the Trustee to authenticate the Second Refinancing Notes in the amounts and names set forth in the Indenture and to apply the proceeds thereof, pursuant to Section 11.1(a)(iv) of the Indenture; and

(x) Pursuant to Section 9.3(c) of the Indenture, Refinancing Proceeds will be applied on the related Redemption Date pursuant to the Priority of Partial Redemption Proceeds to redeem the Secured Notes being refinanced.

3. Governing Law.

THIS SUPPLEMENTAL INDENTURE AND EACH DEBT INSTRUMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS.

4. Execution in Counterparts.

This Supplemental Indenture 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 Supplemental Indenture by electronic means (including email or telecopy) will be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

5. Concerning the Trustee.

The recitals contained in this Supplemental Indenture shall be taken as the statements of the Co-Issuers, and the Trustee assumes no responsibility for their correctness. Except as provided in the Indenture, the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of or affecting the liability of or affording protection to the Trustee.

6. No Other Changes.

Except as provided 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, supplemented and otherwise modified and in effect from time to time. This Supplemental Indenture may be used to create a conformed amended and restated Indenture for the convenience of administration by the parties hereto.

7. Execution, Delivery and Validity.

Each of the Co-Issuers represents and warrants to the Trustee that this Supplemental Indenture has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

8. Binding Effect.

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

9. Limited Recourse.

The terms of Section 2.8(h) and Section 5.4(d) of the Indenture shall apply to this Supplemental Indenture *mutatis mutandis* as if fully set forth herein.

10. Direction to Trustee.

The Co-Issuers hereby direct the Trustee to execute this Supplemental Indenture and to make payments in accordance with any flow of funds memorandum provided to it on or about the date hereof, including pursuant to Section 11.2(a) and Section 11.1(a)(iv) of the Indenture, to pay Administrative Expenses related to the Partial Redemption by Refinancing.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

EXECUTED AS A DEED BY

GOLDENTREE LOAN MANAGEMENT US
CLO 8, LTD.,
as Issuer



By: _____

Name: Margot O'Carroll
Title: Director

GOLDENTREE LOAN MANAGEMENT US
CLO 8, LLC,
as Co-Issuer

By: _____

Name:
Title:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION
as Trustee

By: _____

Name:
Title:

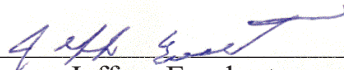
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

EXECUTED AS A DEED BY

GOLDENTREE LOAN MANAGEMENT US
CLO 8, LTD.,
as Issuer

By: _____
Name:
Title:

GOLDENTREE LOAN MANAGEMENT US
CLO 8, LLC,
as Co-Issuer

By: 
Name: Jeffrey Everhart
Title: Independent Manager

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION
as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

EXECUTED AS A DEED BY

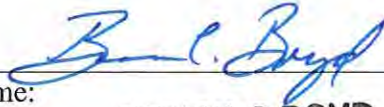
GOLDENTREE LOAN MANAGEMENT US
CLO 8, LTD.,
as Issuer

By: _____
Name:
Title:

GOLDENTREE LOAN MANAGEMENT US
CLO 8, LLC,
as Co-Issuer

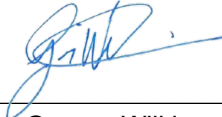
By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION
as Trustee

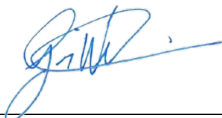
By:  _____
Name:
Title: **BRUCE C. BOYD**
VICE PRESIDENT

AGREED AND CONSENTED TO:

GLM II, LP, acting by its general partner,
GLM II GP, LLC
as Portfolio Manager

By: 
Name: George Wilkinson
Title: Executive Vice President

GoldenTree Loan Management II, LP, acting by
its general partner, GoldenTree Loan
Management II GP, LLC
as Retention Holder

By: 
Name: George Wilkinson
Title: Executive Vice President

SCHEDULE I
Additional Addressees

Issuer:

Goldentree Management US CLO 8, Ltd.
c/o MaplesFS Limited
P.O. Box 1093
Boundary Hall, Cricket Square
Grand Cayman, KY1-1102
Cayman Islands
Attention: GoldenTree Loan Management
US CLO 8, Ltd.
Fax: +1 (345) 945-7100
Email: cayman@maples.com

Co-Issuer:

Goldentree Management US CLO 8, LLC
c/o Maples Fiduciary Services (Delaware)
Inc.
4001 Kennett Pike, Suite 302
Wilmington, Delaware 19807
Attention: The Managers
Email: delawareservices@maples.com

Portfolio Manager:

GLM II, LP
300 Park Avenue, 21st Floor
New York, New York 10022
Attention: General Counsel
Fax: (212) 847-3636
Email: palderman@goldentree.com

Rating Agency:

S&P Global Ratings
Email: CDO_Surveillance@spglobal.com

Irish Stock Exchange/Euronext Dublin:

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75 St. Stephen's Green
Dublin 2, Ireland
Fax: +353-1-619-2001,
Email: dublinlisting@maples.com

**DTC, Euroclear and Clearstream
(as applicable):**

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eb.ca@euroclear.com
ca_general.events@clearstream.com

17g-5:

Glmclo8@bnymellon.com
(to be forwarded to:

GoldenTreeLoanManagementUSCLO8Ltd@email.structuredfn.com)