

March 8, 2024

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

**COLUMBIA CENT CLO 32 LIMITED  
COLUMBIA CENT CLO 32 CORP.**

**NOTICE OF REFINANCING OF THE CLASS X NOTES, CLASS A-1 NOTES, CLASS B-1 NOTES, CLASS D NOTES AND CLASS A-1 LOANS**

To: Holders of the Debt issued by Columbia Cent CLO 32 Limited and Columbia Cent CLO 32 Corp., and the Addressees listed in Exhibit B attached hereto.

*(Classes and CUSIPs<sup>1</sup> are listed on Exhibit A to this Notice and Addressees are listed on Exhibit B to this Notice)*

Reference is made to the Indenture dated as of July 20, 2022, as amended and supplemented from time to time (the “**Indenture**”), among Columbia Cent CLO 32 Limited, as issuer (the “**Issuer**”), Columbia Cent CLO 32 Corp., as co-issuer (together with the Issuer, the “**Issuers**”) and Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”) and the Credit Agreement (the “**Credit Agreement**”), among Columbia Cent CLO 32 Limited, as borrower, Columbia Cent CLO 32 Corp., as co-borrower, the lenders party thereto, the Trustee and Deutsche Bank Trust Company Americas, as loan agent (the “**Loan Agent**”). Terms used in this notice (the “**Notice**”) and not otherwise defined herein have the meanings assigned to them in the Indenture.

The Trustee received written notice from the Collateral Manager and Holders of a Majority of the Subordinated Notes, dated March 5, 2024, pursuant to Section 9.5(a) of the Indenture, directing the Issuer to cause a Refinancing of the Class X Notes, the Class A-1 Notes, the Class B-1 Notes, the Class D Notes and the Class A-1 Loans (collectively, the “**Refinanced Debt**”), in whole but not in part, from Refinancing Proceeds on the Refinancing Date. The Trustee has been notified that the Refinancing Date with respect to such Refinancing will be March 15, 2024.

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<sup>1</sup> CUSIP numbers are included solely for the convenience of the Holders. The Trustee is not responsible for the selection or use of the CUSIP numbers, or the accuracy of CUSIP numbers printed on the Securities or indicated in this Notice.

The Trustee hereby provides notice to the Holders of the Refinanced Debt of the following information relating to the Refinancing pursuant to Section 9.5(e) and Section 9.5(f) of the Indenture as set forth below:

(1) The Refinancing Date is March 15, 2024.

(2) The Refinanced Debt are to be redeemed at their respective Refinancing Prices as set forth below:

(i) With respect to the Class X Notes:

the Class X Note Redemption Price, which shall be an amount equal to (a) 100% of the Aggregate Outstanding Amount thereof, plus (b) accrued and unpaid interest thereon to but excluding the Refinancing Date, if any (after giving effect to installments of interest accrued and principal maturing on or prior to such Refinancing Date, payment of which shall have been made or duly provided for, if any); provided, that any Holder of a Class X Note may, in its sole discretion, by written notice to the Issuer, the Trustee and the Collateral Manager (or in the case of any Class X Note held as a Global Security, by written notice of 100% of the beneficial holders of such Global Security) delivered at least 5 Business Days prior to the Refinancing Date, elect to receive a lesser amount.

(ii) With respect to the Class A-1 Notes:

the Class A-1 Note Redemption Price, which shall be an amount equal to (a) 100% of the Aggregate Outstanding Amount thereof, plus (b) accrued and unpaid interest thereon to but excluding the Refinancing Date, if any (after giving effect to installments of interest accrued and principal maturing on or prior to such Refinancing Date, payment of which shall have been made or duly provided for, if any); provided, that any Holder of a Class A-1 Note may, in its sole discretion, by written notice to the Issuer, the Trustee and the Collateral Manager (or in the case of any Class A-1 Note held as a Global Security, by written notice of 100% of the beneficial holders of such Global Security) delivered at least 5 Business Days prior to the Refinancing Date, elect to receive a lesser amount.

(iii) With respect to the Class B-1 Notes:

the Class B-1 Note Redemption Price, which shall be an amount equal to 100% of the Aggregate Outstanding Amount thereof, plus accrued and unpaid interest thereon to but excluding the Refinancing Date, if any (after giving effect to installments of interest accrued and principal maturing on or prior to such Refinancing Date, payment of which shall have been made or duly provided for, if any); provided, that any Holder of a Class B-1 Note may, in its sole discretion, by written notice to the Issuer, the Trustee and the Collateral Manager (or in the case of any Class B-1 Note held as a Global Security, by written notice of 100% of the beneficial holders of such Global Security) delivered at least 5 Business Days prior to the Refinancing Date, elect to receive a lesser amount.

(iv) With respect to the Class D Notes:

the Class D Note Redemption Price, which shall be an amount equal to 100% of the Aggregate Outstanding Amount thereof, plus accrued and unpaid interest thereon to but excluding the Refinancing Date, if any (after giving effect to installments of interest accrued and principal maturing on or prior to such Refinancing Date, payment of which shall have been made or duly provided for, if any); provided, that any Holder of a Class D Note may, in its sole discretion, by written notice to the Issuer, the Trustee and the Collateral Manager (or in the case of any Class D Note held as a Global Security, by written notice of 100% of the beneficial holders of such Global Security) delivered at least 5 Business Days prior to the Refinancing Date, elect to receive a lesser amount.

(v) With respect to the Class A-1 Loans:

the Class A-1 Loan Redemption Price, which shall be an amount equal to (a) 100% of the Aggregate Outstanding Amount thereof, plus (b) accrued and unpaid interest thereon to but excluding the Refinancing Date, if any (after giving effect to installments of interest accrued and principal maturing on or prior to such Refinancing Date, payment of which shall have been made or duly provided for, if any); provided, that any Holder of a Class A-1 Loan may, in its sole discretion, by written notice to the Issuer, the Trustee and the Collateral Manager delivered at least 5 Business Days prior to the Refinancing Date, elect to receive a lesser amount.

(3) On the proposed Refinancing Date, the Refinanced Debt will be refinanced, and applicable interest on the Refinanced Debt shall cease to accrue, on the Refinancing Date.

(4) On or prior to the Refinancing Date, the Refinanced Debt held in physical form, if any, must be surrendered to the Trustee at c/o DB Services Americas, Inc., 5022 Gate Parkway, Suite 200, Jacksonville, FL 32256, Attn: Transfer Unit. The method of delivery is at the option and risk of the Holder.

Notwithstanding anything herein to the contrary, the completion of the Refinancing described herein is subject to the satisfaction of additional conditions set forth in the Indenture and the Collateral Manager, on behalf of the Issuer, shall withdraw any notice of a Refinancing on or prior to the second Business Day prior to the scheduled Refinancing Date by written notice to the Trustee, the Rating Agency and the Holders of the Subordinated Notes if the Collateral Manager is unable to deliver the certifications required by Section 9.5(b) of the Indenture.

The Loan Agent is requested to forward this Notice to the Class A-1 Lenders pursuant to the Credit Agreement.

Please contact Rick Kohlmeyer at Deutsche Bank Trust Company Americas regarding any questions regarding this Notice. Rick Kohlmeyer can be contacted at 714.247.6339 or [Rick.Kohlmeyer@db.com](mailto:Rick.Kohlmeyer@db.com).

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Trustee

Exhibit A

<u>CLASS</u>	<u>CUSIP</u>
CLASS X NOTES - 144A	19737TAA4
CLASS X NOTES - REGS	G23037AA5
CLASS A-1 NOTES - 144A	19737TAE6
CLASS A-1 NOTES - REGS	G23037AC1
CLASS A-F NOTES - 144A	19737TAG1
CLASS A-F NOTES - REGS	G23037AD9
CLASS A-FJ NOTES - 144A	19737TAJ5
CLASS A-FJ NOTES - REGS	G23037AE7
CLASS B-1 NOTES -144A	19737TAL0
CLASS B-1 NOTES - REGS	G23037AF4
CLASS B-F NOTES - 144A	19737TAN6
CLASS B-F NOTES - REGS	G23037AG2
CLASS C-1 NOTES - 144A	19737TAQ9
CLASS C-1 NOTES - REGS	G23037AH0
CLASS C-F NOTES - 144A	19737TAS5
CLASS C-F NOTES - REGS	G23037AJ6
CLASS D NOTES - 144A	19737TAU0
CLASS D NOTES - REGS	G23037AK3
CLASS E NOTES - 144A	19737JAA6
CLASS E NOTES - REGS	G2303CAA4
SUBORDINATED NOTES - 144A	19737JAC2
SUBORDINATED NOTES - REGS	G2303CAB2

Exhibit B

Columbia Cent CLO 32 Limited  
c/o MaplesFS Limited  
P.O. Box 1093, Boundary Hall  
Cricket Square, George Town  
Grand Cayman KY1-1102, Cayman Islands  
Attention: Directors  
[cayman@maples.com](mailto:cayman@maples.com)

Maples and Calder (Cayman) LLP  
P.O. Box 309, Uglund House  
South Church Street, George Town  
Grand Cayman KY1-1104, Cayman Islands  
Attention: Columbia Cent CLO 29 Limited  
Fax: + 1 345 949 8080

Columbia Cent CLO 32 Corp.  
c/o Puglisi & Associates  
850 Library Avenue, Suite 204  
Newark, Delaware 19711  
Attention: Director  
[dpuglisi@puglisiassoc.com](mailto:dpuglisi@puglisiassoc.com)

Columbia Cent CLO Advisers, LLC  
1099 Ameriprise Financial Center  
Minneapolis, Minnesota 55474  
Attention: Asset Management Legal  
Department

Columbia Cent CLO Advisers, LLC  
100 N. Sepulveda Boulevard, Suite 650  
El Segundo, California 90245  
Attention: Mary B. Shaifer

Cayman Islands Stock Exchange  
PO Box 2408  
Grand Cayman KY1-1105  
Cayman Islands  
[listing@csx.ky](mailto:listing@csx.ky)

Deutsche Bank Trust Company Americas, as  
Loan Agent  
Trust & Agency Services  
1 Columbus Circle, 17th Floor  
Mail Stop: NYC01-1710  
New York, NY 10019  
[melissa.sadler@db.com](mailto:melissa.sadler@db.com)  
[agency.gls@db.com](mailto:agency.gls@db.com)

S&P Global Ratings  
an S&P Global business  
55 Water Street, 41st Floor  
New York, New York 10041  
[cdo\\_surveillance@spglobal.com](mailto:cdo_surveillance@spglobal.com)