

CITIBANK, N.A.

TCW CLO 2022-1, LTD.

TCW CLO 2022-1, 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.

Notice Date: **May 21, 2024**

To: The Holders of the Notes described as:

| <u>Class of Notes</u> | <u>Rule 144A</u> | | <u>Regulation S</u> | |
|-----------------------|------------------|--------------|---------------------|--------------|
| | <u>CUSIP*</u> | <u>ISIN*</u> | <u>CUSIP*</u> | <u>ISIN*</u> |
| Class X Notes | 871969AA9 | US871969AA92 | G8708FAA5 | USG8708FAA50 |
| Class A1 Notes | 871969AC5 | US871969AC58 | G8708FAB3 | USG8708FAB34 |
| Class AF Notes | 871969AE1 | US871969AE15 | G8708FAC1 | USG8708FAC17 |
| Class B Notes | 871969AG6 | US871969AG62 | G8708FAD9 | USG8708FAD99 |
| Class C Notes | 871969AJ0 | US871969AJ02 | G8708FAE7 | USG8708FAE72 |
| Class D1 Notes | 871969AL5 | US871969AL57 | G8708FAF4 | USG8708FAF48 |
| Class DJ Notes | 871969AN1 | US871969AN14 | G8708FAG2 | USG8708FAG21 |
| Class E Notes | 871978AA0 | US871978AA00 | G87086AA5 | USG87086AA53 |
| Subordinated Notes | 871978AC6 | US871978AC65 | G87086AB3 | USG87086AB37 |
| Income Notes | 871979AA8 | US871979AA82 | G87083AA2 | USG87083AA23 |

and

The Additional Parties Listed on Schedule I hereto

* No representation is made as to the correctness or accuracy of the CUSIP or ISIN numbers either as printed on the Notes or as contained in this notice. Such numbers are included solely for the convenience of the Holders.

Reference is hereby made to (i) the Indenture, dated as of April 5, 2022 (as amended, modified or supplemented from time to time prior to the date hereof, the “Indenture”), among TCW CLO 2022-1, Ltd., as Issuer (the “Issuer”), TCW CLO 2022-1, LLC, as Co-Issuer (the “Co-Issuer”) and Citibank, N.A., as Trustee (the “Trustee”), (ii) the Income Note Paying Agency Agreement, dated as of April 5, 2022 (as amended, modified or supplemented from time to time, the “INPAA”), among TCW CLO 2022-1 Income Note Ltd. and Citibank, N.A. as Income Note paying agent (the “Income Note Paying Agent”) and income note registrar and (iii) the Notice of Proposed Supplemental Indenture And Request For Consent Of Controlling Class, dated as of April 29, 2024 (the “Original Notice”), attaching thereto a form of proposed supplemental indenture. Capitalized terms used, and not otherwise defined, herein shall have the meanings assigned to such terms in the Indenture, the INPAA or the Original Notice, as applicable.

Pursuant to Section 8.3(c) of the Indenture attached as Exhibit A is a copy of the executed supplemental indenture (the “Supplemental Indenture”).

This Notice shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed therein.

CITIBANK, N.A., as Trustee and Income Note
Paying Agent

SCHEDULE I

Additional Parties

Issuer: TCW CLO 2022-1, LTD.
c/o MaplesFS Limited
P.O. Box 1093
Boundary Hall, Cricket Square
Grand Cayman, KY1-1102, Cayman Islands
Attention: The Directors
Email: cayman@maples.com

Co-Issuer: TCW CLO 2022-1, LLC
c/o Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711
Attention: Donald J. Puglisi
Email: dpuglisi@puglisiassoc.com

Collateral Manager: TCW Asset Management Company LLC
515 South Flower Street
Los Angeles, California 90071
Attention: Jimmy Rong
Email: Jimmy.Rong@tcw.com

Collateral Administrator: Virtus Group, LP
347 Riverside Avenue
Jacksonville, Florida 32202
Attention: TCW CLO 2022-1, Ltd.
Email: TCW2022-1@fisglobal.com

Rating Agency: S&P Global Ratings
Email: cdo_surveillance@spsglobal.com

Cayman Islands
Stock Exchange: Email: listing@csx.ky; csx@csx.ky

EXHIBIT A

Supplemental Indenture

SUPPLEMENTAL INDENTURE

among

**TCW CLO 2022-1, LTD.
as Issuer**

**TCW CLO 2022-1, LLC
as Co-Issuer**

and

**CITIBANK, N.A.
as Trustee**

May 21, 2024

THIS SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of May 21, 2024, among TCW CLO 2022-1, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”), TCW CLO 2022-1, 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 CITIBANK, N.A., as trustee (in such capacity, the “Trustee”), hereby amends the Indenture, dated as of April 5, 2022, as amended from time to time (the “Indenture”), among the Issuer, the Co-Issuer and the Trustee. Capitalized terms used in this Supplemental Indenture that are not otherwise defined herein have the meanings assigned thereto in the Indenture.

W I T N E S S E T H

WHEREAS, the Co-Issuers desire to enter into this Supplemental Indenture to effect the modifications to the Indenture set forth below;

WHEREAS, the consent of a Majority of the Controlling Class to the execution of this Supplemental Indenture has been obtained; and

WHEREAS, the conditions set forth in Article VIII of the Indenture relating to the execution and delivery of this Supplemental Indenture have been satisfied or waived as of the date hereof;

NOW, THEREFORE, based upon the above recitals, the mutual premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

SECTION 1. Amendments. Pursuant to Section 8.1(viii) of the Indenture, the definition of “Class X Principal Amortization Amount” set forth in Section 1.1 of the Indenture is hereby amended and restated in its entirety as follows:

“Class X Principal Amortization Amount”: (x) For each Payment Date beginning in October 2022 and ending in January 2025, \$363,636.36 and (y) for the Payment Date in April 2025, \$363,636.40.

SECTION 2. Effect of Supplemental Indenture.

(a) The Indenture shall be, and be deemed to be, modified and amended in accordance herewith and the respective rights, limitations, obligations, duties, liabilities and immunities of the Issuer and the Co-Issuer shall hereafter be determined, exercised and enforced subject in all respects to such modifications and amendments, and all the terms and conditions of this Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes. Except as modified and expressly amended by this Supplemental

Indenture, the Indenture is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

(b) Except as expressly modified herein, the Indenture shall continue in full force and effect in accordance with its terms. All references in the Indenture to the Indenture or to “this Indenture” shall apply *mutatis mutandis* to the Indenture as modified by this Supplemental Indenture. 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 Supplemental Indenture.

SECTION 3. Binding Effect.

The provisions of this Supplemental Indenture shall be binding upon and inure to the benefit of the Issuer, the Co-Issuer, the Trustee, the Collateral Manager, the Collateral Administrator, the Holders and each of their respective successors and assigns.

SECTION 4. Acceptance by the Trustee.

The Trustee accepts the amendments to the Indenture as set forth in this Supplemental Indenture and agrees to perform the duties of the Trustee upon the terms and conditions set forth herein and in the Indenture set forth therein. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements 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 Supplemental Indenture and makes no representation with respect thereto.

SECTION 5. Execution, Delivery and Validity.

The Co-Issuers represent and warrant to the Trustee that this Supplemental Indenture has been duly and validly executed and delivered by the Co-Issuers and constitutes their legal, valid and binding obligation, enforceable against the Co-Issuers in accordance with its terms.

SECTION 6. GOVERNING LAW.

THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts.

This Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


SECTION 8. Direction.

By their signatures hereto, the Issuer and Co-Issuer hereby direct the Trustee to execute this Supplemental Indenture.


IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

Executed as a Deed by:


TCW CLO 2022-1, LTD., as Issuer

By: 
Name: Luana Guilfoyle
Title: Director

TCW CLO 2022-1, LLC, as Co-Issuer

By: 
Name: Donald J. Puglisi
Title: Independent Manager

CITIBANK, N.A., as Trustee

By:  _____

Name: Veronica Rayo

Title: Senior Trust Officer