

**CARLYLE US CLO 2017-5, LTD.
CARLYLE US CLO 2017-5, 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 THE BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

August 6, 2020

To: The Holders described as:

Class Designation	CUSIP* Rule 144A	ISIN* Rule 144A	Common Code* Reg. S.	CUSIP* Reg. S.	ISIN* Reg. S.	CUSIP* AI	ISIN* AI
CLASS A-1a NOTES	14316A AA5	US14316AAA51	174252106	G2003K AA9	USG2003KAA90	N/A	N/A
CLASS A-1b NOTES	14316A AC1	US14316AAC18	174252157	G2003K AB7	USG2003KAB73	N/A	N/A
CLASS A-2 NOTES	14316A AE7	US14316AAE73	174252190	G2003K AC5	USG2003KAC56	N/A	N/A
CLASS B NOTES	14316A AG2	US14316AAG22	174252203	G2003K AD3	USG2003KAD30	N/A	N/A
CLASS C NOTES	14316A AJ6	US14316AAJ60	174252238	G2003K AE1	USG2003KAE13	N/A	N/A
CLASS D NOTES	14316R AA8	US14316RAA86	174252254	G20035 AA2	USG20035AA23	N/A	N/A
SUBORDINATED NOTES	14316R AC4	US14316RAC43	174252327	G20035 AB0	USG20035AB06	14316R AD2	US14316RAD26
SUBORDINATED NOTES (CARLYLE)	14316R AE0	US14316RAE09	N/A	G20035 AC8	USG20035AC88	14316R AF7	US14316RAF73

To: Those Additional Addressees Listed on Schedule I hereto

Ladies and Gentlemen:

Reference is hereby made to that certain Indenture dated as of January 30, 2018 (as supplemented, amended or modified from time to time, the “Indenture”), among CARLYLE US CLO 2017-5, LTD., as issuer (the “Issuer”), CARLYLE US CLO 2017-5, LLC, as co-issuer (the

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

“Co-Issuer”) and U.S. BANK NATIONAL ASSOCIATION, as 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(e) of the Indenture, the Trustee hereby provides notice of the execution of the First Supplemental Indenture (the “Supplemental Indenture”) dated as of August 5, 2020. A copy of the Supplemental Indenture is attached as Exhibit A.

Should you have any questions, please contact Annys Hua at (713) 212-3709 or at annys.hua@usbank.com.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

EXHIBIT A

Supplemental Indenture

This **FIRST SUPPLEMENTAL INDENTURE** (this “Supplemental Indenture”), dated as of August 5, 2020, to the Indenture dated January 30, 2018 among Carlyle US CLO 2017-5, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”), Carlyle Global US CLO 2017-5, LLC, a Delaware limited liability company (the “Co-Issuer” and, together with the Issuer, the “Co-Issuers”), and U.S. Bank National Association, as trustee (together with its successors in such capacity, the “Trustee”) (as amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”). This Supplemental Indenture is entered into by and among the Co-Issuers and the Trustee. Capitalized terms used but not defined in this Supplemental Indenture have the meanings set forth in the Indenture.

WITNESSETH:

WHEREAS, pursuant to Section 8.2(a) of the Indenture, with the consent of a Majority of the Notes of each Class materially and adversely affected thereby, if any, the Trustee and the Co-Issuers may execute an indenture supplemental to the Indenture to add any provisions to, or change in any manner or eliminate any of the provisions of, the Indenture or modify in any manner the rights of the Holders of any Class under the Indenture (with certain exceptions as set forth in Section 8.2 of the Indenture);

WHEREAS, the Co-Issuers wish to amend the Indenture as set forth in this Supplemental Indenture to make the changes described herein;

WHEREAS, notice and a copy substantially in the form of this Supplemental Indenture has been delivered to the Collateral Manager, the Collateral Administrator, the Rating Agencies, any hedge counterparty and the Holders of the Notes at least 15 Business Days prior to the execution of this Supplemental Indenture in accordance with the provisions of Section 8.3 of the Indenture;

WHEREAS, the Co-Issuers have determined that no Class of Notes shall be materially and adversely affected hereby and consent of the Holders of Notes of any Class shall not be required in connection with this Supplemental Indenture; and

WHEREAS, the conditions set forth for entry into a supplemental indenture pursuant to Section 8.2(a) of the Indenture have been satisfied;

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

Section 1. Amendments to the Indenture. Effective as of the date hereof, the following amendments are made to the Indenture:

(a) Each reference to the term “settlement date” in Sections 1.2(s) and 10.7(a) of the Indenture is hereby replaced with “trade date”.

Section 2. Governing Law.

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

Section 3. Execution in Counterparts.

This Supplemental Indenture (and each related document, modification and waiver in respect of this Supplemental Indenture) may be executed in any number of counterparts (including by facsimile or electronic transmission (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, including Orbit, Adobe Sign, or DocuSign, or any other similar platform identified by the Issuer and reasonably available at no undue burden or expense to the Trustee)), 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 any such electronic means will be effective as delivery of a manually executed counterpart of this Supplemental Indenture and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person and will be binding on all parties hereto to the same extent as if it were manually executed. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. Effectiveness; Binding Effect.

The modifications to be effected pursuant to Section 1 above shall become effective as of the date first written above and counterparts hereof shall have been executed and delivered by the parties hereto. This Supplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. Direction to Trustee.

The Issuer hereby directs the Trustee to execute this Supplemental Indenture and acknowledges and agrees that the Trustee will be fully protected in relying upon the foregoing direction.

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

EXECUTED AS A DEED BY

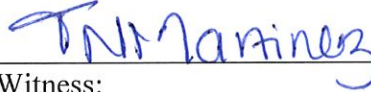
CARLYLE US CLO 2017-5, LTD., as Issuer

By: _____
Name: Karen Ellerbe
Title: Director

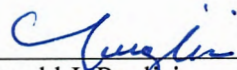


In the presence of:

Witness:
Name: Tiffani Martinez
Title: Fiduciary Services Administrator

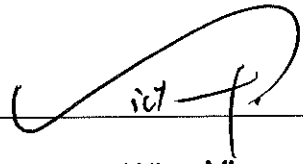


CARLYLE US CLO 2017-5, LLC, as Co-Issuer

By: 
Name: Donald J. Puglisi
Title: Manager

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Name: _____
Title: **Siu Wing Yip
Vice President**

A handwritten signature in black ink, appearing to read 'Siu Wing Yip', is written over a horizontal line. The signature is stylized with a large loop at the top and a vertical stroke at the bottom.

Agreed and Consented to:

CARLYLE CLO MANAGEMENT L.L.C.,
as Collateral Manager

By: *Linda Pace*
Name: Linda Pace
Title: Managing Director

SCHEDULE I

Additional Addressees

Issuer:

Carlyle US CLO 2017-5, Ltd.
c/o Walkers Fiduciary Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands
Attention: The Directors
Email: fiduciary@walkersglobal.com

Co-Issuer:

Carlyle US CLO 2017-5, LLC
c/o Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711
Attention: Manager
Email: dpuglisi@puglisiassoc.com

Rating Agencies:

S&P Global Ratings

Email: CDO_Surveillance@spglobal.com

Moody's Investors Service, Inc.

Email: cdomonitoring@moodys.com

Collateral Manager:

Carlyle CLO Management L.L.C.
520 Madison Avenue
New York, New York 10022
Attention: Linda Pace
Regarding: Carlyle US CLO 2017-5, Ltd.
Email: linda.pace@carlyle.com

Collateral Administrator:

U.S. Bank National Association
8 Greenway Plaza, Suite 1100
Houston, Texas 77046
Attention: Global Corporate Trust – Carlyle
US CLO 2017-5

Cayman Stock Exchange:

The Cayman Islands Stock Exchange
Listing, PO Box 2408
Grand Cayman, KY1-1105, Cayman Islands
Email: listing@csx.ky; csx@csx.ky

DTC, Euroclear and Clearstream

(as applicable):

legalandtaxnotices@dtcc.com
consentannouncements@dtcc.com
voluntaryreorgannouncements@dtcc.com
drit@euroclear.com
ca_general.events@clearstream.com
ca_mandatory.events@clearstream.com

17g-5:

Carlyle2017517G5@usbank.com.