

CITIBANK, N.A.

MAGNETITE XVI, LIMITED

MAGNETITE XVI, LLC

NOTICE OF PROPOSED 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: December 22, 2020

Notice Record Date: December 22, 2020

Consent Forms Due Date: No later than 5:00 p.m. (New York Time) on January 13, 2021

To: The Holders of the Secured Notes and Subordinated Notes described as:

	<u>CUSIP*</u>	<u>ISIN*</u>
Class A-R Notes (144A)	55953R AL5	US55953RAL50
Class A-R Notes (Reg S)	G57488 AF8	USG57488AF89
Class B-R Notes (144A)	55953R AN1	US55953RAN17
Class B-R Notes (Reg S)	G57488 AG6	USG57488AG62
Class C-1-R Notes (144A)	55953R AQ4	US55953RAQ48
Class C-1-R Notes (Reg S)	G57488 AH4	USG57488AH46
Class C-2-R Notes (144A)	55953R AS0	US55953RAS04
Class C-2-R Notes (Reg S)	G57488 AJ0	USG57488AJ02
Class D-R Notes (144A)	55953R AU5	US55953RAU59
Class D-R Notes (Reg S)	G57488 AK7	USG57488AK74

* No representation is made as to the correctness or accuracy of the CUSIP, 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 Holders.

Class E-R Notes (144A)	55953P AG0	US55953PAG00
Class E-R Notes (Reg S)	G57487 AD5	USG57487AD58
Class F Notes (144A)	55953P AJ4	US55953PAJ49
Class F Notes (Reg S)	G57487 AE3	USG57487AE32
Subordinated Notes (144A)	55953P AE5	US55953PAE51
Subordinated Notes (Reg S)	G57487 AC7	USG57487AC75
Subordinated Notes (AI)	55953P AF2	US55953PAF27

and

The Additional Parties Listed on Schedule I hereto

Reference is hereby made to the Indenture, dated as of December 18, 2015, (as amended by the First Supplemental Indenture, dated as of February 2, 2018 and as further amended, modified or supplemented from time to time, the “Indenture”) among MAGNETITE XVI, LIMITED, as Issuer (the “Issuer”), Magnetite XVI, LLC, as Co-Issuer (the “Co-Issuer” and together with the Issuer, the “Co-Issuers”), and CITIBANK, N.A., as Trustee (the “Trustee”). Capitalized terms used, and not otherwise defined, herein shall have the meanings assigned to such terms in the Indenture.

Pursuant to Section 8.3(e) of the Indenture, you are hereby notified that the Trustee has received notice that the Co-Issuers desire to enter into the Second Supplemental Indenture, attached as Exhibit A hereto (the “Supplemental Indenture”). The Co-Issuers have indicated that the Supplemental Indenture is pursuant to Section 8.1(a)(viii) and Section 8.1(xii) of the Indenture *and have requested the consent of Holders of a Majority of the Controlling Class. Please see the Controlling Class Noteholder Consent Form attached hereto as Exhibit B and complete and return it to Ms. Jennifer Parker (713-693-6682, jennifer.parker@citi.com) no later than 5:00 p.m. (New York Time) on January 13, 2021.* The proposed date of execution of the Supplemental Indenture is January 14, 2021.

The Supplemental Indenture is intended to correct an inconsistency or cure an ambiguity, omission or manifest error in the Indenture and to conform to ratings criteria and other guidelines published by a Rating Agency. The foregoing description of the Supplemental Indenture is qualified, in its entirety, by the text of the attached Supplemental Indenture.

THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS OF THE RECITALS CONTAINED IN THE SUPPLEMENTAL INDENTURE ATTACHED HERETO AND THE TRUSTEE MAKES NO STATEMENT AS TO THE RIGHTS OF THE HOLDERS OF THE NOTES IN RESPECT OF THE SUPPLEMENTAL INDENTURE AND ASSUMES NO RESPONSIBILITY FOR THE CONTENTS, SUFFICIENCY OR VALIDITY OF THE SUPPLEMENTAL INDENTURE ATTACHED HERETO, AND MAKES NO REPRESENTATION OR RECOMMENDATION TO THE HOLDERS OF THE NOTES AS

TO ANY ACTION TO BE TAKEN WITH RESPECT TO THE SUPPLEMENTAL INDENTURE OR THIS NOTICE.

Questions with respect to the content of proposed Supplemental Indenture should be directed to the Investment Manager at Peter.Hirsh@blackrock.com and Daphne.Yeoh@blackrock.com. Any questions with respect to the mechanics of providing consent should be directed to Citibank, N.A., the Trustee at jennifer.parker@citi.com.

Please note that the Trustee may require such other information as may be reasonably required by it. For ownership verification purposes, please have your signature notarized (together with an apostille thereof for non-U.S. investors) on the Controlling Class Noteholder Consent Form.

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

Additional Parties

Issuer: Magnetite XVI, Limited
c/o MaplesFS Limited
P.O. Box 1093
Boundary Hall, Cricket Square
Grand Cayman, KY1-1102
Cayman Islands
Attention: The Directors
Facsimile no.: (345) 945 7100
Email: cayman@maples.com

Co-Issuer: Magnetite XVI, LLC
c/o Maples Fiduciary Services (Delaware) Inc.
4001 Kennett Pike, Suite 302
Wilmington, Delaware 19807
Telephone no. : +1 (302) 338-9130
Email: Edward.Truitt@maples.com

Investment Manager: BlackRock Financial Management, Inc.
55 East 52nd Street
New York, NY 10055
Attention: Peter S. Hirsh
Email: peter.hirsh@blackrock.com; daphne.yeoh@blackrock.com

Collateral Administrator: Virtus Group, LP
1301 Fannin Street, 17th Floor
Houston, Texas 77002
Attention: Magnetite XVI, Limited
Fax: (866) 816-3203
Email: blackrockvirtusdl@virtusllc.com

Rating Agencies: Moody's Investors Service, Inc.
7 World Trade Center
New York, New York, 10007
Attention: CBO/CLO Monitoring
Email: cdomonitoring@moodys.com

Fitch Ratings, Inc.
Email: cdo.surveillance@fitchratings.com

Cayman Islands Stock

Exchange Listing Agent: Cayman Islands Stock Exchange
PO Box 2408
Grand Cayman KY1-1105
Cayman Islands
Fax: +1345-945-6061
Email: listing@csx.ky

EXHIBIT A

Proposed Second Supplemental Indenture

SECOND SUPPLEMENTAL INDENTURE

dated as of [], 2021

among

MAGNETITE XVI, LIMITED,
as Issuer

MAGNETITE XVI, LLC,
as Co-Issuer

and

CITIBANK, N.A.,
as Trustee

to

the Indenture, dated as of December 18, 2015,
among the Issuer, the Co-Issuer and the Trustee

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of [], 2021 (this "Supplemental Indenture"), among Magnetite XVI, Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Issuer (the "Issuer"), Magnetite XVI, 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 (the "Trustee"), is entered into pursuant to the terms of the Indenture, dated as of December 18, 2015, among the Issuer, the Co-Issuer and the Trustee (as amended by the First Supplemental Indenture, dated as of February 2, 2018, and as the same may be further amended, modified or supplemented from time to time, the "Indenture"). Capitalized terms used in this 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, the Co-Issuers, with the consent of the Investment Manager, when authorized by Board Resolutions, at any time and from time to time, may, without an Opinion of Counsel being provided to the Co-Issuers or the Trustee as to whether or not any Class of Notes would be materially and adversely affected thereby (except to the extent required therein), enter into one or more indentures supplemental thereto, in form satisfactory to the Trustee, for purposes of correcting any inconsistency or curing any ambiguity, omission or manifest errors in the Indenture;

WHEREAS, pursuant to Section 8.1(a)(xii) of the Indenture, without the consent of the Holders of any Notes (except as explicitly required therein), the Co-Issuers, with the consent of the Investment Manager, when authorized by Board Resolutions, at any time and from time to time, may enter into one or more indentures supplemental thereto, in form satisfactory to the Trustee, for purposes of conforming to ratings criteria and other guidelines (including any alternative methodology published by any of the Rating Agencies) relating to collateral debt obligations in general published by any of the Rating Agencies;

WHEREAS, pursuant to Section 8.1(a)(viii) of the Indenture, the Co-Issuers desire to enter into this Supplemental Indenture in order to correct an inconsistency or to cure an ambiguity, omission or manifest error in the Indenture;

WHEREAS, pursuant to Section 8.1(a)(xii) of the Indenture, the Co-Issuers desire to enter into this Supplemental Indenture in order to conform to ratings criteria and other guidelines (including any alternative methodology published by any of the Rating Agencies) relating to collateral debt obligations in general published by any of the Rating Agencies;

WHEREAS, pursuant to Section 8.3(e) of the Indenture, the Trustee has delivered a notice containing a copy of the Supplemental Indenture to the Investment Manager, the Collateral Administrator, the Rating Agencies and the Noteholders not later than 15 Business Days prior to the execution hereof; and

WHEREAS, (a) the conditions set forth in the Indenture for entry into a supplemental indenture pursuant to Section 8.1(a)(viii) and Section 8.1(a)(xii) of the Indenture have been satisfied and (b) with respect to the amendment set forth in Section 1(b) of this Supplemental Indenture, (i) a Majority of the Controlling Class has consented to this Supplemental Indenture and (ii) the Moody's Rating Condition has been satisfied.

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.

(a) Effective as of the date hereof, Section 8.1(a) of the Indenture shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as follows:

Without the consent of the Holders of any Notes (except any consent required as expressly noted below), the Co-Issuers, with the consent of the Investment Manager, when authorized by Board Resolutions, at any time and from time to time, may, without an Opinion of Counsel being provided to the Co-Issuers or the Trustee as to whether or not any Class of Notes would be materially and adversely affected thereby (except in the case of ~~clause (xii)~~ **clause (xiii)** below), enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes

(b) Effective as of the date hereof, immediately upon and subject to the amendment of the Indenture as set forth in Section 1(a) of this Supplemental Indenture above, the Indenture shall be amended as follows:

The definition of "Adjusted Weighted Average Moody's Rating Factor" is deleted in its entirety and replaced with the following:

"Adjusted Weighted Average Moody's Rating Factor": As of any Measurement Date and notwithstanding the final paragraph of the definitions of the terms "Moody's Rating," "Moody's Default Probability Rating" and "Moody's Derived Rating," a number equal to the Weighted Average Moody's Rating Factor determined in the following manner: each applicable rating on credit watch by Moody's that is (i) on review for upgrade will be treated as having been upgraded by one rating subcategory and (ii) on review for downgrade will be treated as having been downgraded by one rating subcategory.

SECTION 2. Governing Law.

THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS SUPPLEMENTAL INDENTURE AND ANY MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS SUPPLEMENTAL INDENTURE (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS.

SECTION 3. Execution in Counterparts.

This Supplemental Indenture may be executed and delivered in counterparts (including by electronic transmission (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, 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 will be deemed an original, and all of which together constitute 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.

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. This Supplemental Indenture may be used to create a conformed amended and restated Indenture for the convenience of administration by the parties hereto.

SECTION 6. Execution, Delivery and Validity.

Each of the Co-Issuers represents and warrants to the Trustee that (i) 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 and (ii) the execution of this Supplemental Indenture is authorized or permitted under the Indenture and all conditions precedent thereto have been satisfied.

SECTION 7. Binding Effect.

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 the 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.

SECTION 9. Limited Recourse; Non-Petition.

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

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

EXECUTED as a DEED by
MAGNETITE XVI, LIMITED,
as Issuer

By: _____
Name:
Title:

MAGNETITE XVI, LLC,
as Co-Issuer

By: _____
Name:
Title:

CITIBANK, N.A.,
as Trustee

By: _____
Name:
Title:

AGREED AND CONSENTED TO:

BLACKROCK FINANCIAL MANAGEMENT, INC.,
as Investment Manager

By: _____
Name:
Title:

EXHIBIT B

CONTROLLING CLASS NOTEHOLDER CONSENT

MAGNETITE XVI, LIMITED

MAGNETITE XVI, LLC

Reference is hereby made (i) Indenture, dated as of December 18, 2015, (as amended by the First Supplemental Indenture, dated as of February 2, 2018 and as further amended, modified or supplemented from time to time, the “Indenture”) among MAGNETITE XVI, LIMITED, as Issuer (the “Issuer”), Magnetite XVI, LLC, as Co-Issuer (the “Co-Issuer” and together with the Issuer, the “Co-Issuers”), and CITIBANK, N.A., as Trustee (the “Trustee”) and (ii) the Notice of Proposed Supplemental Indenture, dated December 22, 2020 (the “Notice”), wherein the Trustee provided notice of a proposed Supplemental Indenture. Capitalized terms used, and not otherwise defined, herein shall have the meanings assigned to such terms in the Indenture and the Notice, as applicable.

IF YOU ARE A HOLDER OF CLASS A-R NOTES AS OF RECORD ON DECEMBER 22, 2020 (THE “RECORD DATE”) YOU ARE ENTITLED TO COMPLETE AND RETURN THIS CONTROLLING CLASS NOTEHOLDER CONSENT FORM.

In the table below, please specify the Aggregate Outstanding Amount of Class A-R Notes of which you are a Holder as of the Record Date:

	<u>CUSIP*</u>	<u>ISIN*</u>	<u>Aggregate Outstanding Amount of Class A-R Note Held</u>
Class A-R Notes (144A)	55953R AL5	US55953RAL50	
Class A-R Notes (Reg S)	G57488 AF8	USG57488AF89	

PLEASE CHECK ONE:

I consent to the Co-Issuers' proposal to enter into and execute the Supplemental Indenture, in substantially the form annexed as Exhibit A to the Notice and direct the Trustee to enter into and execute the Supplemental Indenture. I acknowledge and represent that I have adequate information (including, but not limited to, where I have deemed necessary, the ability to make inquiries and receive additional information) concerning this Supplemental Indenture, its contents and substance to make an informed decision, and have independently and without reliance upon the Issuer, the Co-Issuer, the Trustee, the Investment Manager, the Collateral Administrator or any of their respective affiliates, and based upon such information and in consultation with such counsel or advisers as I have deemed appropriate, made my own analysis and decision to consent to this Supplemental Indenture.

OR

I reject the Co-Issuers' proposal to enter into and execute the Supplemental Indenture.

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

The undersigned certifies that as of the close of business on the Record Date it was the beneficial owner of at least the Aggregate Outstanding Amount of Class A-R Notes specified above.

PARTICIPANT NAME* OR BENEFICIAL OWNER (circle one)

By: _____

Name:

Title:

* Name must be the Direct Participant's name exactly as the same appears in the securities listing position furnished to the Trustee by DTC.

STATE OF _____)

COUNTY OF _____) ss:

Subscribed and sworn before me this _____ day of [_____], 20[___].

Notary Public

Note: for Non-U.S. Investors, notarization must also be apostilled.

Please note that the Trustee may require such other information as may be reasonably required by it. For ownership verification purposes, please have your signature notarized (together with an apostille thereof for non-U.S. investors) on the Controlling Class Noteholder Consent Form.

Controlling Class Noteholder Consent Forms Due Date: No later than 5:00 p.m. (New York Time) on January 13, 2021.

Please complete and return this Controlling Class Noteholder Consent Form (713-693-6682, jennifer.parker@citi.com) no later than 5:00 p.m. (New York Time) on January 13, 2021