

Transfer Certificate

To: Global Loan Agency Services Limited as Interim Facility Agent

From:

KKR Corporate Lending (UK) LLC (the "**Existing Interim Lender**") and the financial institutions listed in Schedule A to this Transfer Certificate as new interim lenders (the "**New Interim Lenders**")

Harp Finco Limited (the "**Company**")

Dated: 19 September 2024

Harp – Interim Facilities Agreement dated 2 August 2024 (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This is a Transfer Certificate. Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 25.4 (*Procedure for transfer*) of the Interim Facilities Agreement:
 - (a) subject to paragraphs (b) and (i) of clause 25.2, the Existing Interim Lender and the New Interim Lenders agree to the Existing Interim Lender transferring to the New Interim Lenders by novation all or part of the Existing Interim Lender's Interim Facility Commitments, rights and obligations referred to in Schedule A in accordance with Clause 25.4 (*Procedure for transfer*) of the Interim Facilities Agreement.
 - (b) The proposed Transfer Date is 19 September 2024.
 - (c) The Facility Office and address, email address, attention details for notices and tax status of each New Interim Lender for the purposes of Clause 10 (*Taxes*) and Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out in Schedule A.
3. Each New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender's obligations set out in paragraph (c) of Clause 25.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. Each New Interim Lender confirms that it is not a Sanctioned Lender.
5. The Company: (a) consents to the transfers referred to in this Transfer Certificate; and (b) agrees that paragraph (i) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement shall not apply to any of the transfers referred to in this Transfer Certificate.
6. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
7. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

SCHEDULE A

Commitment/rights and obligations to be transferred

Name of New Interim Lender	Interim Facility B Commitment (£)	Lender Status Confirmation
AlbaCore Partners III Investment Holdings Loan Origination Designated Activity Company	40,000,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
Beta SEC DAC	20,000,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
SC Co-Investment EU PD Sarl	16,800,000	a Qualifying Interim Lender (other than a Treaty Interim Lender)
PIMCO Access Income Fund	2,700,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PIMCO Dynamic Income Opportunities Fund	6,200,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PIMCO Dynamic Income Fund	22,500,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PIMCO Flexible Credit Income Fund	11,800,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PIMCO Dynamic Income Strategy Fund	4,500,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
DCSV S.C.A. with respect to its compartment DCSV Horseshoe – Compartment	2,500,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
DCSV S.C.A. with respect to its compartment DCSV PCL – Compartment	3,100,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming

Name of New Interim Lender	Interim Facility B Commitment (£)	Lender Status Confirmation
		the completion of any procedural formalities)
PDLF-PS Maracas S.à r.l	1,600,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PIF Paddington S.à r.l.	20,100,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
HSBC BANK PLC	20,000,000	a Qualifying Interim Lender (other than a Treaty Interim Lender)
Novo Holdings A/S	30,000,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
PineStreet Global Credit Fund II	20,000,000	not a Qualifying Interim Lender
HL Investment S.à r.l.	61,100,000	not a Qualifying Interim Lender
OCM Strategic Credit Investments 3 Sarl	13,590,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
OCM Strategic Credit Investments 2 Sarl	16,608,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
Oaktree GCP Holdings II Sarl	3,738,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
Oaktree Direct Lending Holdings Non-EURRC, Sarl	9,183,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
Oaktree Direct Lending Unlevered Holdings Non-EURRC sarl	3,542,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)

Name of New Interim Lender	Interim Facility B Commitment (£)	Lender Status Confirmation
Oaktree Direct Lending VCOC Holdings Non-EURRC Sarl	3,683,000	a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)
Oaktree Lending Partners AIV Investments (Unlevered) S.a.r.l.	10,756,000	not a Qualifying Interim Lender
MUFG Bank, Ltd., London Branch	12,000,000	a Qualifying Interim Lender (other than a Treaty Interim Lender)
Mizuho Bank, Ltd.	25,000,000	a Qualifying Interim Lender (other than a Treaty Interim Lender)
Total	381,000,000	

Administrative details of the New Interim Lenders

Name of New Interim Lender	Facility Office Address	Notice details
AlbaCore Partners III Investment Holdings Loan Origination Designated Activity Company	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Beta SEC DAC	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
SC Co-Investment EU PD Sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
PIMCO Access Income Fund	As on file with the Agent	As on file with the Agent
PIMCO Dynamic Income Opportunities Fund	As on file with the Agent	As on file with the Agent
PIMCO Dynamic Income Fund	As on file with the Agent	As on file with the Agent

Name of New Interim Lender	Facility Office Address	Notice details
PIMCO Flexible Credit Income Fund	As on file with the Agent	As on file with the Agent
PIMCO Dynamic Income Strategy Fund	As on file with the Agent	As on file with the Agent
DCSV S.C.A. with respect to its compartment DCSV – Horseshoe Compartment	As on file with the Agent	As on file with the Agent
DCSV S.C.A. with respect to its compartment DCSV – PCL Compartment	As on file with the Agent	As on file with the Agent
PDLF-PS Maracas S.à r.l	As on file with the Agent	As on file with the Agent
PIF Paddington S.à r.l.	As on file with the Agent	As on file with the Agent
HSBC BANK PLC	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Novo Holdings A/S	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
PineStreet Global Credit Fund II	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
HL Investment S.à r.l.	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
OCM Strategic Credit Investments 3 Sarl	[REDACTED]	Email: [REDACTED]

Name of New Interim Lender	Facility Office Address	Notice details
	[REDACTED]	Attention: [REDACTED]
OCM Strategic Credit Investments 2 Sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Oaktree GCP Holdings II Sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Oaktree Direct Lending Holdings Non-EURRC, Sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Oaktree Direct Lending Unlevered Holdings Non-EURRC sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Oaktree Direct Lending VCOC Holdings Non-EURRC Sarl	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Oaktree Lending Partners AIV Investments (Unlevered) S.a.r.l.	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
MUFG Bank, Ltd., London Branch	[REDACTED]	Email: [REDACTED] Attention: [REDACTED]
Mizuho Bank, Ltd.	[REDACTED]	Email: [REDACTED]

Name of New Interim Lender	Facility Office Address	Notice details
		Attention: [REDACTED]

Signed by for and on behalf of the Existing Interim Lender

[Redacted Signature]

KKR Corporate Lending (UK) LLC

By: [Redacted Name]

Title: Authorised Signatory

for and on behalf of

**ALBACORE PARTNERS III INVESTMENT HOLDINGS LOAN ORIGINATION
DESIGNATED ACTIVITY COMPANY** and acknowledged for and on behalf of AlbaCore Capital
Group ICAV

By: **ALBACORE CAPITAL LLP** as investment manager for and on behalf of AlbaCore Capital
Limited as AIFM for AlbaCore Partners III Investment Holdings Loan Origination Designated Activity
Company and AlbaCore Capital Group ICAV

New Interim Lender

[Redacted Signature Block]

Name: [Redacted]

Title: Member

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

BETA SEC DAC

New Interim Lender

[Redacted Signature]

Name: [Redacted]

Title: Director

[Redacted Signature]

Name: [Redacted]

Title: Director

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

SC CO-INVESTMENT EU PD SARL

New Interim Lender

[Redacted Signature]

Name: [Redacted]

Title: Manager

[Redacted Signature]

Name: [Redacted]

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

**DCSV SCA WITH RESPECT TO ITS DCSV HORSESHOE - COMPARTMENT
REPRESENTED BY PIMCO GP VIII S.À R.L.**

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

DCSV SCA WITH RESPECT TO ITS DCSV PCL - COMPARTMENT

REPRESENTED BY PIMCO GP VIII S.À R.L.

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

PDLF-PS MARACAS S.À R.L

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Title: Manager

Name: [Redacted]

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

PIF PADDINGTON S.À R.L.

New Interim Lender

[Redacted Signature]

Name: [Redacted]

Title: Manager

[Redacted Signature]

Name: [Redacted]

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of **PACIFIC INVESTMENT MANAGEMENT COMPANY LLC** as investment manager or adviser signing for and on behalf of:

PIMCO ACCESS INCOME FUND

PIMCO DYNAMIC INCOME OPPORTUNITIES FUND

PIMCO DYNAMIC INCOME FUND

PIMCO FLEXIBLE CREDIT INCOME FUND

PIMCO DYNAMIC INCOME STRATEGY FUND

as New Interim Lender⁴

By:  _____

Name: 
Title:  

Notice Details

Address: 

Email: 

⁴ The obligations arising out of this instrument are several and not joint with respect to each participating fund and account, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any fund or account for the obligations of another. To the extent a fund or account is a registered investment company ("Trust") or a series thereof, a copy of the Declaration of Trust of such Trust is on file with the Secretary of State of The Commonwealth of Massachusetts or Secretary of State of the State of Delaware. The obligations of or arising out of this instrument are not binding upon any of such Trust's trustees, officers, employees, agents or shareholders individually, but are binding solely upon the assets and property of the Trust in accordance with its proportionate interest hereunder. If this instrument is executed by or on behalf of a Trust on behalf of one or more series of the Trust, the assets and liabilities of each series of the Trust are separate and distinct and the obligations of or arising out of this instrument are binding solely upon the assets or property of the series on whose behalf this instrument is executed. If this agreement is being executed on behalf of more than one series of a Trust, the obligations of each series hereunder shall be several and not joint, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any series for the obligations of another.

for and on behalf of
HSBC BANK PLC
New Interim Lender

[Redacted]

Name:

Title:

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of
NOVO HOLDINGS A/S
New Interim Lender

[Redacted]

Name: [Redacted]

Title: [Redacted]

Name: [Redacted]

Title: [Redacted]

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of

PINESTREET GLOBAL CREDIT FUND II

New Interim Lender

NongHyup Bank in its capacity as trustee of PINESTREET GLOBAL CREDIT FUND II

[Redacted]

Name:

[Redacted]

Title:

Notice Details

Address:

[Redacted]

Email:

[Redacted]

Attention:

[Redacted]

for and on behalf of

HL INVESTMENT S.À R.L.

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Title: Manager

Name: [Redacted]

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

OCM STRATEGIC CREDIT INVESTMENTS 3 S.À R.L.

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

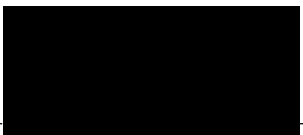
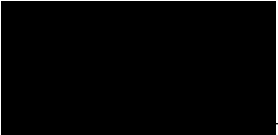


Email: [Redacted]

Attention: [Redacted]

for and on behalf of

OCM STRATEGIC CREDIT INVESTMENTS 2 S.À R.L.

New Interim Lender

	
_____ Name: 	_____ Name: 
Title: Manager	Title: Manager

Notice Details

Address: 

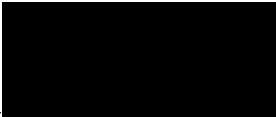
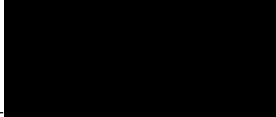
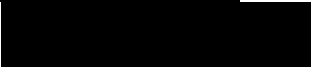
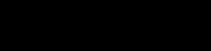
Email: 

Attention: 

for and on behalf of

OAKTREE GCP HOLDINGS II S.À R.L.

New Interim Lender

	
_____ Name: 	_____ Name: 
Title: Manager	Title: Manager

Notice Details

Address: 

Email: 

Attention: 

for and on behalf of

OAKTREE DIRECT LENDING HOLDINGS NON-EURRC S.À R.L.

New Interim Lender

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

OAKTREE DIRECT LENDING UNLEVERED HOLDINGS NON-EURRC S.À R.L.

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

OAKTREE DIRECT LENDING VCOC HOLDINGS NON-EURRC S.À R.L.

New Interim Lender

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

OAKTREE LENDING PARTNERS AIV INVESTMENTS (UNLEVERED) S.À R.L.

New Interim Lender

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address: [Redacted]

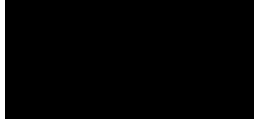
Email: [Redacted]

Attention: [Redacted]

for and on behalf of

MUFG BANK, LTD., LONDON BRANCH

New Interim Lender



Name: [Redacted]

Title: [Redacted]

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

MIZUHO BANK, LTD.

New Interim Lender



Name: [Redacted]


Title: [Redacted]


Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Signed by  and on behalf of the Company



Harp Finco Limited

By: 

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as

19 September 2024.

[REDACTED]

Global Loan Agency Services Limited

By: [REDACTED]

Title: Authorised Signatory