

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
[Rule 13d-101]

(Amendment No. 13)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 240.13d-2(a)

TPG SPECIALTY LENDING, INC.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

N/A

(CUSIP Number)

Ronald Cami
Vice President
TPG Global, LLC
301 Commerce Street, Suite 3300
Fort Worth, TX 76102
(817) 871-4000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 11, 2014

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of 240.13d -1(e), 240.13d -1(f) or 240.13d -1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d -7 for other parties to whom copies are to be sent.

(Continued on following pages)

(Page 1 of 12 Pages)

1	NAMES OF REPORTING PERSONS TPG Group Holdings (SBS) Advisors, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	(a)	£
		(b)	£
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)		£
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 2,604,620 (See Items 3, 4 and 5)	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER 2,604,620 (See Items 3, 4 and 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,604,620 (See Items 3, 4 and 5)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES instructions)	CERTAIN SHARES (see	£
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 6.2% (See Item 5)*		
14	TYPE OF REPORTING PERSON (see instructions) CO		

* This calculation assumes that there are 41,762,724 shares of Common Stock (as defined below) of the Issuer (as defined below) outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Securities and Exchange Commission (the "Commission") on March 4, 2014.

1	NAMES OF REPORTING PERSONS Tarrant Capital Advisors, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	(a)	£
		(b)	£
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		£
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 2,645,041 (See Items 3, 4 and 5)	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER 2,645,041 (See Items 3, 4 and 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,645,041 (See Items 3, 4 and 5)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES instructions)	CERTAIN SHARES (see	£
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 6.3% (See Item 5)*		
14	TYPE OF REPORTING PERSON (see instructions) CO		

* This calculation assumes that there are 41,762,724 shares of Common Stock of the Issuer outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Commission on March 4, 2014.

1	NAMES OF REPORTING PERSONS David Bonderman		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	(a)	£
		(b)	£
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED	PURSUANT TO ITEM 2(d) or 2(e)	£
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 3,040,032 (See Items 3, 4 and 5)	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER 3,040,032 (See Items 3, 4 and 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,040,032 (See Items 3, 4 and 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)		£
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 7.3% (See Item 5)*		
14	TYPE OF REPORTING PERSON (see instructions) IN		

* This calculation assumes that there are 41,762,724 shares of Common Stock of the Issuer outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Commission on March 4, 2014.

1	NAMES OF REPORTING PERSONS James G. Coulter		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	(a)	£
		(b)	£
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		£
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 3,040,032 (See Items 3, 4 and 5)	
	9	SOLE DISPOSITIVE POWER -0-	
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 7.3% (See Item 5)*		
14	TYPE OF REPORTING PERSON (see instructions) IN		

* This calculation assumes that there are 41,762,724 shares of Common Stock of the Issuer outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Commission on March 4, 2014.

1	NAMES OF REPORTING PERSONS Alan Waxman		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	(a)	£
		(b)	£
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		£
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 2,604,620 (See Items 3, 4 and 5)	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER 2,604,620 (See Items 3, 4 and 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,604,620 (See Items 3, 4 and 5)		
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 6.2% (See Item 5)*		
14	TYPE OF REPORTING PERSON (see instructions) IN		

* This calculation assumes that there are 41,762,724 shares of Common Stock of the Issuer outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Commission on March 4, 2014.

This Amendment No. 13 (this "Amendment") amends and supplements the Schedule 13D filed on June 27, 2011 (the "Original Schedule 13D"), as amended by Amendment No. 1 filed on August 2, 2011, Amendment No. 2 filed on December 2, 2011 ("Amendment No. 2"), Amendment No. 3 filed on December 20, 2011, Amendment No. 4 filed on February 3, 2012 ("Amendment No. 4"), Amendment No. 5 filed on February 8, 2012, Amendment No. 6 filed on March 20, 2012, Amendment No. 7 filed on June 20, 2012, Amendment No. 8 filed on September 14, 2012, Amendment No. 9 filed on December 12, 2012, Amendment No. 10 filed on February 6, 2013, Amendment No. 11 filed on September 16, 2013 and Amendment No. 12 filed on January 2, 2014 (as so amended, the "Original Schedule 13D" and, as further amended and supplemented by this Amendment, the "Schedule 13D") by TPG Group Holdings (SBS) Advisors, Inc., Tarrant Capital Advisors, Inc. and Messrs. David Bonderman, James G. Coulter and Alan Waxman with respect to the common stock of the Issuer.

Item 4. Purpose of Transaction

This Amendment supplements Item 4 of the Original Schedule 13D by inserting the following paragraph after the second to last paragraph thereto:

"TSL Advisers entered into a purchase agreement with Goldman, Sachs & Co. as agent for TSL Advisers, dated as of March 11, 2014 (the "10b5-1 Plan"), pursuant to which Goldman, Sachs & Co. will buy up to \$25,000,000 in the aggregate of the Common Stock of the Issuer during the period beginning after four full calendar weeks after the closing of the Issuer's initial public offering and ending on the earlier of the date on which all the capital committed to the 10b5-1 Plan has been exhausted or December 31, 2014, subject to certain conditions.

The 10b5-1 Plan will require Goldman, Sachs & Co. to purchase for TSL Advisers shares of Common Stock of the Issuer (i) through the date the Issuer announces its earnings for the second quarter of 2014, when the market price per share is below the initial public offering price per share and, (ii) from and after that date, when the market price per share is below the Issuer's most recently reported net asset value per share (including any updates, corrections or adjustments publicly announced by the Issuer to any previously announced net asset value per share). The purchase of shares by Goldman, Sachs & Co. pursuant to the 10b5-1 Plan is intended to satisfy the conditions of Rules 10b5-1 and 10b-18 under the Act.

References to and descriptions of the 10b5-1 Plan set forth above in this Item 4 do not purport to be complete and are qualified in their entirety by reference to the full text of the 10b5-1 Plan attached as Exhibit 6 and incorporated herein by reference."

Item 5. Interest in Securities of the Issuer

This Amendment amends and restates the second paragraph of Item 5 of the Original Schedule 13D in its entirety as set forth below:

"(a)-(b) The following disclosure assumes that there are a total of 41,762,724 shares of Common Stock of the Issuer outstanding as of March 4, 2014 as reported on the Form 10-K filed by the Issuer with the Commission on March 4, 2014. Pursuant to Rule 13d-3 of the Act, (i) through TSL Advisers and Tarrant, Messrs. Bonderman and Coulter may be deemed to beneficially own 3,040,032 shares of Common Stock, which constitute approximately 7.3% of outstanding Common Stock; (ii) through TSL Advisers, Mr. Waxman may be deemed to beneficially own 2,604,620 shares of Common Stock, which constitute approximately 6.2% of the outstanding Common Stock; (iii) through TSL Advisers, Group Advisors may be deemed to beneficially own 2,604,620 shares of Common Stock, which constitute approximately 6.2% of the outstanding Common Stock; and (iv) through Tarrant, Tarrant Capital may be deemed to beneficially own 2,645,041 shares of Common Stock, which constitute approximately 6.3% of the outstanding Common Stock."

Item 7. Material to Be Filed as Exhibits

This Amendment amends and restates Item 7 of the Original Schedule 13D in its entirety as set forth below:

1. Agreement of Joint Filing, as required by Rule 13d-1(k)(1) under the Act, dated as of June 27, 2011, by and among TPG Group Holdings (SBS) Advisors, Inc., Tarrant Capital Advisors, Inc., David Bonderman, James G. Coulter and Alan Waxman (previously filed with the Original Schedule 13D).
2. Subscription Agreement, dated as of April 15, 2011, between TPG Specialty Lending, Inc. and TSL Advisers, LLC (previously filed with the Original Schedule 13D).
3. Amendment to the Subscription Agreement, dated as of January 31, 2012, between TPG Specialty Lending, Inc. and TSL Advisers, LLC (previously filed with Amendment No. 4).
4. Agreement to Tender, dated as of March 13, 2011, between TPG Specialty Lending, Inc. and Tarrant Advisors, Inc. (previously filed with the Original Schedule 13D).
5. Subscription Agreement, dated as of December 2, 2011 between TPG Specialty Lending, Inc., TSL FOF, L.P. and TSL Advisers, LLC (previously filed with Amendment No. 2).
6. Purchase Agreement, dated as of March 11, 2014 between TSL Advisers, LLC and Goldman, Sachs & Co.
7. Authorization and designation letter, dated March 10, 2014, by Alan Waxman.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 13, 2014

TPG Group Holdings (SBS) Advisors, Inc.

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

Tarrant Capital Advisors, Inc.

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

David Bonderman

By: /s/ Ronald Cami
Name: Ronald Cami on behalf of David Bonderman (1)

James G. Coulter

By: /s/ Ronald Cami
Name: Ronald Cami on behalf of James G. Coulter (2)

Alan Waxman

By: /s/ Ronald Cami
Name: Ronald Cami on behalf of Alan Waxman (3)

- (1) Ronald Cami is signing on behalf of Mr. Bonderman pursuant to an authorization and designation letter dated July 1, 2013, which was previously filed with the Securities and Exchange Commission as an exhibit to a Schedule 13D filed by Mr. Bonderman on August 14, 2013 (SEC File No.005-83906).
- (2) Ronald Cami is signing on behalf of Mr. Coulter pursuant to the authorization and designation letter dated July 1, 2013, which was previously filed with the Securities and Exchange Commission as an exhibit to a Schedule 13D filed by Mr. Coulter on August 14, 2013 (SEC File No. 005-83906).
- (3) Ronald Cami is signing on behalf of Mr. Waxman pursuant to the authorization and designation letter dated March 10, 2014, which is attached as an exhibit hereto.

Schedule II

All addresses are c/o TPG Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, TX 76102.

Name Title

David Bonderman President
James G. Coulter Senior Vice President
John E. Viola Vice President, Treasurer and Director
Ronald Cami Vice President, Secretary and Director
Avi Banyasz Vice President
Clive D. Bode Vice President and Assistant Treasurer
Richard W. Boyce Vice President
Kevin R. Burns Vice President
Fred Cohen Vice President
Jonathan J. Coslet Vice President
Timothy D. Dattels Vice President
Kelvin L. Davis Vice President
Geoff M. Duyk Vice President
Joshua Easterly Vice President
James R. Gates Vice President
Scott Gilbertson Vice President
Alex Gleser Vice President
Asiff Hirji Vice President
Matthew Hobart Vice President
Ransom Langford Vice President
Michael MacDougall Vice President
John W. Marren Vice President
Peter McMillan Vice President
William McGlashan Vice President
Douglas Paolillo Vice President
Richard P. Schifter Vice President
Jeffrey Smith Vice President
Todd Sisitsky Vice President
Bryan Taylor Vice President
David Trujillo Vice President
Jerome C. Vascellaro Vice President
Alan Waxman Vice President
Robert Weaver Vice President
Jack C. Weingart Vice President
Carrie A. Wheeler Vice President
James B. Williams Vice President
Nathan H. Wright Vice President
David C. Reintjes Chief Compliance Officer and Assistant Secretary
Steven A. Willmann Assistant Treasurer

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibits
1.	Agreement of Joint Filing, as required by Rule 13d-1(k)(1) under the Act, dated as of June 27, 2011, by and among TPG Group Holdings (SBS) Advisors, Inc., Tarrant Capital Advisors, Inc., David Bonderman, James G. Coulter and Alan Waxman (previously filed with the Original Schedule 13D).
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6.	Purchase Agreement, dated as of March 11, 2014 between TSL Advisers, LLC and Goldman, Sachs & Co.
7.	Authorization and designation letter, dated March 10, 2014, by Alan Waxman.

PURCHASE AGREEMENT

Purchase Agreement, dated March 11, 2014 (the “Purchase Agreement”), between TSL Advisers, LLC, a Delaware limited liability company (the “Purchaser”), and Goldman, Sachs & Co. (the “Broker”).

WHEREAS, the Purchaser desires to appoint the Broker to purchase on behalf of the Purchaser shares (“Shares”) of outstanding common stock, \$0.01 par value (the “Stock”), issued by TPG Specialty Lending, Inc., a Delaware corporation (“TSL”); and

WHEREAS, the parties intend that the purchases of Shares made pursuant to this Purchase Agreement shall comply with the requirements of subsection (c)(1)(i) of Rule 10b5-1 (“Rule 10b5-1”) and Rule 10b-18 (“Rule 10b-18”), each under the Securities Exchange Act of 1934, as amended (“Exchange Act”), and that this Purchase Agreement shall be interpreted to comply with the requirements of those rules.

NOW, THEREFORE, the Purchaser and the Broker hereby agree as follows:

1. The Broker shall effect one or more purchases of Shares (each, a “Purchase”) as set forth on Annex A. The share amounts and per share prices in Annex A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock that occurs during the period this Purchase Agreement remains in effect. The Broker’s sole compensation for services rendered under this Purchase Agreement shall be a commission of \$0.02 per Share purchased.
 2. Purchases may commence after the initial public offering (the “IPO”) of the Stock by TSL pursuant to a registration statement on Form N-2 (the “Registration Statement”) on the first Trading Day (as defined in Annex A) to occur after four full calendar weeks of trading in the Stock have occurred for purposes of determining ADTV as defined in Rule 10b-18 and shall terminate on the earliest of: (i) the date an aggregate purchase amount of \$25,000,000 of Shares (inclusive of commissions) has been purchased pursuant to this Purchase
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Agreement; (ii) the date that any person publicly announces a tender or exchange offer with respect to the Stock; (iii) the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Purchaser as a result of which the Stock is to be exchanged or converted into other securities or property; (iv) the date on which the Broker receives notice of the intended or actual commencement of any proceedings in respect of or triggered by the Purchaser's bankruptcy, insolvency or similar proceeding; (v) the date on which any event of termination described herein shall occur; (vi) promptly after the receipt of written notice of termination signed by a senior officer of the Purchaser and confirmed by telephone, it being understood that any such termination shall not cause Purchases previously effected pursuant to this Purchase Agreement to fail to be entitled to the benefits of Rule 10b5-1(c), and that any such termination notice shall not indicate the reasons for the termination or contain any material non-public information; and (vii) December 31, 2014. Notwithstanding the foregoing or any other provision herein, if (i) any court, arbitrator, governmental, regulatory or stock exchange authority objects to the transactions contemplated hereby and this Agreement cannot be appropriately amended in light of any such objections in a manner acceptable to the Purchaser, acting in its sole discretion, or (ii) the closing date of the IPO (the "Closing Date") shall not have occurred prior to or on April 11, 2014, then, in each case, this Purchase Agreement shall terminate automatically without any liability of the Purchaser or the Broker and be of no further force and effect.

3. The Broker may make Purchases pursuant to this Purchase Agreement solely in the open market. The Broker agrees to comply with the manner of purchase requirements of paragraphs (b)(2), (b)(3) and (b)(4) of Rule 10b-18 in effecting any Purchase pursuant to this Purchase Agreement. The Purchaser agrees that the Broker shall have full discretion with respect to the execution of all Purchases and the Purchaser agrees not to take any action that would cause any Purchase not to comply with Rule 10b-18, nor to attempt to influence how, when or whether Purchases are made by the Broker.

4. The Purchaser represents, warrants and covenants that:

(i) the Board of Managers of the Purchaser has authorized the Purchase of the Shares in compliance with Rule 10b-18 and Rule 10b5-1;

(ii) the Registration Statement contains a description of the Purchases to be made on behalf of the Purchaser pursuant to this Agreement;

(iii) as of the date hereof, the Purchaser is not aware of material nonpublic information concerning TSL except for any such information as will be disclosed in the Registration Statement on or prior to the Closing Date, and is entering into this Purchase Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1;

(iv) the Purchaser will not, during the period this Purchase Agreement is in effect, enter into any comparable agreement with any other broker if the period of such comparable agreement shall overlap with the period of this Purchase Agreement;

(v) Purchases are not prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser;

(vi) the Purchaser will not, during the period this Purchase Agreement is in effect, enter into or alter any corresponding or hedging transaction or position with respect to any Shares, or, except as permitted hereunder, alter or deviate from the Purchases contemplated hereby; and

(vi) the Purchaser will not, during the period this Purchase Agreement is in effect, enter into any transaction to Purchase any Shares that is inconsistent with Rule 10b-18 or applicable law;

and

(viii) the Purchaser shall immediately notify the Broker if any of the statements contained in paragraphs 4(iv) or 4(v) above become inaccurate prior to the termination of this Purchase Agreement.

5. Payment for Shares purchased under this Purchase Agreement shall be made in accordance with normal settlement procedures. The Broker shall establish a purchase account for the Purchaser into which Purchased Shares will be deposited against payment to the Broker of the purchase price and the Broker's compensation. These Shares will be placed into transfer on a weekly basis. The Purchaser agrees that the obligation of the Broker to make Purchases on any day on which Purchases are to occur pursuant to this Purchase Agreement is conditioned upon the Purchaser maintaining compliance with normal settlement procedures. Any failure by the Purchaser to maintain such compliance, as reasonably determined by the Broker, shall be deemed an event of termination, and no further Purchases shall thereafter be made pursuant to this Purchase Agreement.

6. The Broker shall provide the Purchaser with written confirmation of Purchases executed on behalf of the Purchaser on a daily basis (showing the date of the transactions, the number of shares purchased, the price paid, the Broker's compensation for the Purchases, and settlement dates), as well as other market data or account reports that the Purchaser may reasonably request. Unless otherwise directed by the Purchaser, such confirmation shall be delivered to Joshua Easterly, Alan Kirshenbaum, Steve Willmann, Justin Meagher and the TSL Accounting Group through electronic mail sent to jeasterly@tpg.com, akirshenbaum@tpg.com, SWillmann@tpg.com, jmeagher@tpg.com and TSLAccounting@tpg.com, with a paper copy addressed to the attention of Alan Kirshenbaum, Chief Financial Officer, c/o TPG Specialty Lending, 888 Seventh Ave., 38th Floor, New York, NY 10019, and a copy to Adam Fleisher, Rebecca Tabb, Cameron Wood and Jessica Fan through electronic mail sent to afleisher@cgsh.com, rtabb@cgsh.com, cwood@cgsh.com, jfan@cgsh.com, with a paper copy to the attention of Cameron Wood, c/o Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10007.

7. The Purchaser understands that the Broker may not be able to effect a Purchase due to a market disruption or a legal or regulatory restriction or a restriction under the terms of any contract applicable to the Broker (including any restriction, whether pursuant to a contract, internal policy or otherwise, applicable to the Broker when it is involved in a distribution of Stock on behalf of the Purchaser or another party) (a "Blackout"). The Purchaser also understands that even in the absence of a Blackout, the Broker may be unable to effect

Purchases consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Stock to reach and sustain a limit order price, or other market factors in effect on the date of a Purchase set forth in Annex A (“Unfilled Purchases”).

8. The Broker agrees that if the Purchaser enters into a transaction that results, in Purchaser’s good faith determination, in the imposition of trading restrictions on the Purchaser (each, a “Purchaser Restriction”), and if the Purchaser shall provide the Broker prior notice, then the Broker will cease effecting Purchases under this Purchase Agreement until notified by the Purchaser that such restrictions have terminated and the Purchaser authorizes the resumption of Purchases; provided that the Purchaser shall authorize such a resumption only if done in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, and at a time when the Purchaser is not aware of material nonpublic information concerning TSL or its securities. All required notifications to the Broker under this paragraph 8 shall be made in writing (signed by Purchaser) and confirmed by telephone as follows: (Attn: Corporate Repurchase Desk, c/o Neil Kearns; Fax No. (212) 493-9487; Tel: (212) 902-5281; or Matthew Chellgren; Fax No. (212) 428-1353; Tel: (212) 902-3198). The Broker shall resume effecting Purchases in accordance with this Purchase Agreement as soon as practicable after the cessation or termination of a Blackout or, subject to resumption being authorized by the Purchaser, a Purchaser Restriction. Any Unfilled Purchase, and any Purchases that would have been executed in accordance with the terms of Annex A but are not executed due to the existence of a Blackout or a Purchaser Restriction, shall be deemed to be cancelled and shall not be effected pursuant to this Purchase Agreement.

9. The Purchaser agrees that it shall not, directly or indirectly, communicate any information relating either to the Stock or to TSL to any employee of the Broker or its affiliates who is involved, directly or indirectly, in executing this Purchase Agreement at any time while this Purchase Agreement is in effect. The Purchaser shall be solely responsible for complying with all reporting or filing requirements, or with any laws not mentioned herein, that may apply to Purchases under this Purchase Agreement.

10. The Purchaser agrees that, in the absence of gross negligence, willful misconduct, bad faith or material breach of this Purchase Agreement by the Broker or any of its

affiliates, directors, officers, employees and agents (collectively, “Broker Persons”), the Broker Persons shall not have any liability whatsoever to the Purchaser for any action taken or omitted to be taken in connection with this Purchase Agreement or the making of any Purchase. The Purchaser further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys’ fees and costs) incurred or sustained by such Broker Person in connection with or arising out of any suit, action or proceeding relating to this Purchase Agreement (each, an “Action”) and to reimburse each Broker Person for such Broker Person’s expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is determined in a non-appealable order of a court of competent jurisdiction to be the result of such the Broker Person’s gross negligence, willful misconduct, bad faith or material breach of this Purchase Agreement. This paragraph 10 shall survive termination of this Purchase Agreement.

11. This Purchase Agreement is not assignable or transferable, and constitutes the entire agreement between the parties, superseding any prior written or oral agreements or understandings with regard to this Purchase Agreement. This Purchase Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall constitute a single, binding instrument.

12. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York and may be modified or amended only by a writing signed by the parties hereto and provided that any such modification or amendment shall only be permitted if made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, and at a time when the Purchaser is not aware of material nonpublic information concerning TSL or its securities. In the event of a modification or amendment to this Purchase Agreement, no Purchases shall be effected during the ten business days immediately following such modification or amendment (other than Purchases already provided for in this Purchase Agreement prior to modification or amendment).

13. The Purchaser understands that the Broker may use an automated trading system, known as Cipher, to transmit orders in the Stock. Cipher uses an algorithm that tracks a stock's volume weighted average price ("VWAP"). When used for stock purchase programs, Cipher is programmed to generate purchase orders only at prices conforming to the timing, price and volume requirements of Rule 10b-18. If the last sale price reported in the consolidated system changes after Cipher generates the purchase order, Cipher will automatically send a cancel/correct order when the execution price on the original purchase order, if executed, would have exceeded the price of the intervening last sale. During the course of a trading day, due to rapid changes in market conditions, there may be insufficient time for the cancel/correct order to reach the specialist, market maker or electronic communications network, or to be acted upon by such venues. In those instances, and in any other instance where the purchase would not comply with the provisions of Rule 10b-18, Cipher will not book such executions to the Purchaser's account. Rather, any such executions will be automatically booked to a Broker error account for subsequent handling as an error trade. The Purchaser agrees that this provision shall serve as notice that such executions may occur and that, absent a specific request from the Purchaser to receive notice thereof, any such executions will be handled in the manner described above. The Broker reserves the right to discontinue use of Cipher at any time.

The Purchaser further understands that, due to the manual process involved in executing and reporting trades on the floor of the New York Stock Exchange, a trade that is otherwise compliant with the price restrictions of Rule 10b-18 may appear to have been effected outside of the price restriction. Such a condition typically occurs as a result of the delays inherent in the New York Stock Exchange ("NYSE") specialist process of reporting a trade to the Consolidated Tape. In those instances where there is a delay between the execution and reporting of a trade by the specialist on the NYSE floor, a trade reported to the Consolidated Tape by another market may cause the NYSE trade report to appear as an "uptick", *i.e.*, a trade executed at a price higher than the highest independent bid or last sale price. These conditions are more likely to occur in actively traded stocks.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Purchase Agreement as of the date first written above.

TSL ADVISERS, LLC

/s/ Joshua Easterly

Name: Joshua Easterly

Title: Vice President

GOLDMAN, SACHS & CO.

/s/ Neil Kearns

Name: Neil Kearns

Title: Managing Director



March 10, 2014

Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

This letter confirms that Ronald Cami and David Reintjes are authorized and designated to sign all securities related filings under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended, with the Securities and Exchange Commission, including Form ID Acknowledgements, on my behalf. This authorization and designation shall be valid until July 1, 2016.

Very truly yours,

/s/ Alan Waxman
Alan Waxman