

EXECUTION VERSION

Account Bank Agreement

between

Dunmore Securities No. 1 Designated Activity Company
as Issuer

National Westminster Bank Plc
as Cash Manager

The Bank of New York Mellon SA/NV, Dublin Branch
as Account Bank

and

BNY Mellon Corporate Trustee Services Limited
as Trustee

Simmons & Simmons

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THIS AGREEMENT is dated

and made

BETWEEN:

- (1) **DUNMORE SECURITIES NO. 1 DESIGNATED ACTIVITY COMPANY**, (the “Issuer”), a designated activity company limited by shares, organised under the laws of Ireland and having its registered office at 28 Fitzwilliam Place, Dublin 2, Ireland, (registered company number 634368); and
- (2) **NATIONAL WESTMINSTER BANK PLC**, (the “Cash Manager”), registered in England and Wales as company number 00929027 and having its registered office at 250 Bishopsgate, London EC2M 4AA; and
- (3) **THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH**, (the “Account Bank”), a banking corporation organised under the laws of the State of New York and operating through its branch in Dublin at 4th Floor, Hanover Building, Windmill Lane, Dublin 2; and
- (4) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, (the “Trustee”), registered in England and Wales as company number 02631386 and having its registered office at One Canada Square, Canary Wharf, London, E14 5AL.

each hereinafter individually referred to as a “Party” and collectively as the “Parties”.

BACKGROUND:

- (A) The Issuer has opened the Accounts with the Account Bank, and the Issuer has agreed to maintain the Accounts with the Account Bank subject to and in accordance with the terms of this Agreement.
- (B) The Issuer will grant certain security interests over the Accounts held with the Account Bank in favour of the Trustee pursuant to the Irish Deed of Charge.
- (C) The parties to this Agreement have agreed that the Accounts shall be operated on the terms and subject to the conditions contained in this Agreement, the Cash Management Agreement, the Irish Deed of Charge and the English Deed of Charge.

IT IS HEREBY AGREED as follows:

1. **Interpretation**

Unless otherwise defined in this Agreement or the context requires otherwise, words and expressions used in this Agreement have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in Schedule 1 of the draft Incorporated Terms Memorandum which will be executed and dated on or about the date of this Agreement and signed for the purpose of identification by the parties to this Agreement and others (as the same may be amended, varied and supplemented from time to time with the consent of the parties to this Agreement, the “Incorporated Terms Memorandum”). This Agreement shall be construed in accordance with the principles of construction and interpretation set out in such Master Definitions Schedule.

The Parties acknowledge and agree that, for technical reasons, this Agreement is being entered into in advance of the other Transaction Documents and, for the purposes of this Agreement, the words and expression used in this Agreement have the meanings and

constructions ascribed to them in the Master Definitions Schedule set out in Schedule 1 of the draft Incorporated Terms Memorandum.

2. Common Terms

2.1 Incorporation of Common Terms

The Common Terms apply to this Agreement and shall be binding on the parties to this Agreement as if set out in full in this Agreement.

2.2 Conflict with Common Terms

If there is any conflict between the provisions of the Common Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail, save for where any provision of this Agreement relates to VAT, in which case the VAT provisions of the Common Terms shall prevail.

2.3 Obligor/Obligee

For the purposes of this Agreement, Paragraph 1 (*Further Assurance*) of Part 1 (*General Legal Terms*) of the Common Terms applies to this Agreement as if set out in full in this Agreement and as if each of the Issuer and the Cash Manager were the Obligor and each of the Trustee and the Account Bank were an Obligee for the purposes of such Paragraph.

2.4 Governing Law and Jurisdiction

This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by the laws of Ireland in accordance with Paragraph 3 (*Governing Law of Irish Law Transaction Documents*) of Part 3 (*Governing Law Provisions*) of the Common Terms as if set out in full in this Agreement. Paragraph 4 (*Jurisdiction of Irish Law Transaction Documents*) of Part 3 (*Governing Law Provisions*) of the Common Terms applies to this Agreement as if set out in full in this Agreement.

2.5 Whenever used in this Agreement, the following terms shall have the meaning set out below:

“Authorised Person” means any person or company who is designated in writing by the Issuer, the Cash Manager or the Trustee, as the case may be, to give Instructions to the Account Bank on behalf of the Issuer or the Trustee, as the case may be, for the purposes of this Agreement;

“BNYM Affiliate” means any direct or indirect subsidiary of The Bank of New York Mellon Corporation (a Delaware corporation with registered office at 225 Liberty Street, New York, NY 10286, U.S.A.);

“Callback Contact” means any person who is designated in writing by the Issuer, the Cash Manager or the Trustee, as the case may be, to be an Authorised Person or an additional callback contact for the purposes of authenticating Instructions given pursuant to this Agreement in accordance with Clause 4.2;

“Cash” means the money and currency of any jurisdiction which the Account Bank accepts for deposit in the Accounts;

“Cut-off Time” means 2.30 p.m. or such other time(s) advised from time to time by the Account Bank to the Issuer, the Cash Manager and/or the Trustee, as the case may be, as

the cut-off time(s) for receipt of Instructions (in or substantially in the form set out in Schedule 3);

“Instructions” means any written instructions or directions received by the Account Bank in connection with this Agreement from an Authorised Person;

“Issuer Profit Account” means the account so named held in the name of the Issuer at the Account Bank;

“Notice of Exclusive Control” means a letter from the Trustee to the Account Bank in or substantially in the form set out in Schedule 1 (*Notice of Exclusive Control*); and

“Transaction Account” means the account in the name of the Issuer held at the Account Bank.

2.6 The headings in this Agreement are only for convenience and do not affect its meaning. The Schedules are part of this Agreement. Any reference to any provision of statute, enactment, order, regulation or other legislation refers to the provision as it is amended or re-enacted from time to time. Any reference to a Clause or Schedule, unless the context requires otherwise, is a reference to a Clause of, or Schedule to, this Agreement.

2.7 BNY Mellon Corporate Trustee Services Limited is not as of the date of this Agreement appointed as Trustee under the terms of the Trust Documents in relation to the Transaction. The Parties acknowledge and agree that:

- (A) unless and until the Trust Documents are executed on the Closing Date, BNY Mellon Corporate Trustee Services Limited shall not assume the role of Trustee in relation to this Agreement and shall not have or be construed as having any obligations, duties or functions, or any liability whatsoever, in relation to this Agreement; and
- (B) if the Notes are not issued on or before the date falling 30 days from the date of this Agreement, the parties shall use reasonable endeavours to close the Accounts and this Agreement will automatically terminate.

3. **The Account**

3.1 **Appointment**

The Issuer hereby appoints The Bank of New York Mellon SA/NV, Dublin Branch to be the Account Bank and instructs the Account Bank to open and maintain the Accounts on the terms and subject to the conditions of this Agreement. The Account Bank hereby accepts its appointment and shall perform the duties required by it under this Agreement.

3.2 **Establishment**

The Account Bank has opened the Accounts in the name of the Issuer and will operate the Accounts in accordance with this Agreement.

3.3 **Transfers, Withdrawals and Payments**

- (A) If the Account Bank receives an Instruction in respect of a transfer of funds, in or substantially in the form set out in Schedule 3 (*Form of Instruction*), it shall make the transfer referred to in such Instruction for value on the Business Day specified in such Instruction (the “Transfer Day”), provided that (i) the Transfer Day must be no earlier than the day such Instruction is received by the Account Bank and (ii) if such

Instruction is received by the Account Bank after the Cut-off Time on the Transfer Day and the Account Bank determines that it is unable to make the transfer requested in such Instruction for value on that Business Day in accordance with the provisions of this Clause 3.3, then the Account Bank shall make such transfer for value on the following Business Day.

- (B) If the Account Bank receives an Instruction on a day that is not a Business Day, then it shall, subject to the provisions of this Agreement, process such Instruction on the following Business Day.
- (C) Without prejudice to Clause 3.3(E), credits are only required to be made to the Accounts when the Account Bank is satisfied that it has no later than one Business Day prior to the day on which such credit is due to be made received cleared funds and the Account Bank shall have no obligation whatsoever to extend any credit or to make advance of any cash to the Issuer to facilitate the execution of any Instruction.
- (D) None of the Accounts may go into overdraft and amounts withdrawn in accordance with this Agreement may only be withdrawn to the extent such withdrawal would not result in a negative balance on any of the Accounts.
- (E) Any debit from or credit to the Accounts shall be made by the Account Bank in accordance with its usual practice (except that all fees and charges shall be payable in accordance with the relevant Priority of Payments) and, in the case of credits made by the Account Bank in its sole discretion in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or payment is reversed, the Account Bank may debit the Accounts with an amount representing (i) funds which are not actually received for value at such later date or (ii) the reversed payment.
- (F) In making any transfer or payment from the Accounts, the Account Bank shall be entitled to rely as to the amount of such payment or transfer on the relevant Instructions (and shall have no duty to ensure that such amount is accurate, correct or in accordance with this Agreement, nor shall the Account Bank have any obligation to verify or investigate such amount), and the Account Bank shall have no liability to the Issuer, the Cash Manager, the Trustee or any other person for so acting, nor shall the Account Bank have any duty to ensure that withdrawn funds are applied for the purpose for which they were withdrawn.
- (G) In making any transfer or payment from the Accounts, the Account Bank may in its sole discretion use (and its performance will be subject to the rules of) any communications, clearing or payment system or other system and any correspondent banks.
- (H) The Account Bank and the Issuer may agree from time to time to use electronic banking arrangements to effect transfers, withdrawals and payments. Any Instructions received in accordance with such arrangements shall be deemed to be valid Instructions for the purpose of this Agreement.

3.4 Fees

- (A) The fees and charges of the Account Bank if any for the operation of the Accounts shall be payable by the Issuer in the amounts agreed separately between the Issuer and the Account Bank in accordance with the Priority of Payments.

- (B) Except where the Transaction Documents provide otherwise, the fees charged by the Account Bank to the Issuer will be charged on the same basis and at the same rates as are generally applicable to the Account Bank's business customers.
- (C) The Account Bank acknowledges that it will have no recourse against any funds standing to the credit of the Accounts or any Party other than the Issuer in respect of its fees or expenses.

3.5 Interest

- (A) The Account Bank may hold Cash in the Accounts subject to and in accordance with applicable local law, rule or practices. Where Cash is on deposit with the Account Bank, it will be subject to the terms of this Agreement and such deposit terms and conditions as may be issued by the Account Bank from time to time, including rates of interest including negative interest where applicable) and deposit account access. If for any currency:

- (1) any recognised overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or
- (2) any market counterpart or other institution applies a negative interest rate or any related charge to any account or balance of the Account Bank or any Account or balance opened for the Issuer by the Account Bank,

the Account Bank may apply a charge as a fee to any such Account or balances. The Account Bank will give the Issuer prompt written notice of the application of any such charges and of the methodology by which they are applied. Such charges are payable as a fee in accordance with the applicable Priority of Payments.

- (B) The Issuer and the Trustee each acknowledges and agrees that the application of a charge by the Account Bank, including as referred to in Clause 3.5(A), may cause the effective interest rate applicable to an Account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in Clauses 3.5(A)(1) and 3.5(A)(2) may be zero.

4. **Notices, Instructions and Other Communications**

- 4.1 In no event shall the Account Bank be liable for any Losses arising from the Account Bank receiving or transmitting any data to the Issuer and/or the Trustee (or any Authorised Person) via any non-secure method of transmission or communication, such as, without limitation, by facsimile or email. The Issuer and the Trustee accept that some methods of communication are not secure and the Account Bank shall incur no liability for acting upon any notice, Instructions or other communications received by any such non-secure method. The Issuer and the Trustee agree that the security procedures, if any, to be followed in connection with a transmission of any such notice, Instructions or other communications, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.
- 4.2 Prior to giving any Instructions to the Account Bank, the Issuer, the Cash Manager and the Trustee shall provide the Account Bank with a certificate in the form set out in Schedule 2 containing (i) the names, specimen signatures and contact telephone numbers of each Authorised Person and (ii) the names and telephone numbers of each Callback Contact that the Account Bank is authorised to contact to authenticate Instructions. The Account Bank is authorised to comply with and rely upon any such notices, Instructions or other communications believed by it to have been sent or given by the Issuer, the Cash Manager

or the Trustee (or any Authorised Person) in accordance with the terms of this Agreement without being under any obligation to verify or ascertain its truthfulness, genuineness, correctness or adequacy. The Issuer, the Cash Manager and the Trustee may amend such certificate or add any person to or delete any person from such certificate by delivering a replacement certificate to the Account Bank. However, until the Account Bank actually receives such replacement certificate, the Account Bank may rely upon, and shall incur no liability for relying upon, the original certificate. The Issuer, the Cash Manager and the Trustee shall be responsible for ensuring that only Authorised Persons transmit such Instructions to the Account Bank and that all Authorised Persons treat applicable user and authorisation codes, passwords and authentication keys with extreme care.

4.3 The Issuer, the Cash Manager and (where applicable) the Trustee shall use all reasonable endeavours to ensure that Instructions transmitted to the Account Bank pursuant to this Agreement are correct and complete. Any Instructions shall be conclusively deemed to be valid Instructions to the Account Bank for the purposes of this Agreement. The Account Bank may in its sole discretion decline to make any payment or otherwise act upon any Instructions which are insufficient, incomplete, not permissible or in line with internal or regulatory requirements, do not comply with any callback or other procedures required by the Account Bank from time to time, or are not received by the Account Bank in sufficient time for the Account Bank to act upon such Instructions or it is unable to verify any signature on an Instruction against the specimen signature provided for the relevant Authorised Person. When legally able to do so, the Account Bank shall inform the Issuer in such case as soon as reasonably practicable. For the avoidance of doubt, where the Account Bank has callback procedures in relation to Instructions, the Account Bank may at its sole discretion, but shall have no obligation to, apply such procedures.

4.4 The Issuer, the Cash Manager and the Trustee each undertake to provide the Account Bank with all the information and documentation that it may require in sufficient time to allow the Account Bank to perform its duties and the Account Bank is hereby authorised to rely and act upon such information and documentation as it shall receive from such Parties.

5. **Security over the Transaction Account**

5.1 The Issuer hereby gives the Account Bank notice that the Issuer has charged and/or assigned all of its right, title, benefit and interest present and future in, to and under this Agreement and the Transaction Account in favour of the Trustee pursuant to Irish Deed of Charge.

5.2 By executing this Agreement, the Account Bank acknowledges the charge and/or assignment referred to in Clause 5.1 and confirms that as of the date of this Agreement it has not received from any other person notice of any prior assignment or charge of this Agreement or the Transaction Account.

5.3 Notwithstanding anything to the contrary contained herein, (i) prior to receipt by the Account Bank of a Notice of Exclusive Control, the Account Bank shall comply with, and be entitled to act upon, any Instruction jointly given by the Issuer, the Cash Manager and the Trustee and (ii) upon and following the receipt by the Account Bank of a Notice of Exclusive Control (which the Trustee shall copy to the Issuer and the Cash Manager although the failure of the Trustee to do so shall not affect the validity of such notice to the Account Bank, and the Account Bank shall have no obligation to provide a copy to the Issuer), the Account Bank shall:

(A) cease to act upon any Instructions of the Issuer or the Cash Manager (or any agent of the Issuer) in relation to the Transaction Account, and act in respect of any action

to be taken in connection with the Transaction Account upon the Trustee's Instructions only (subject to the terms of this Agreement);

- (B) procure payment or delivery, as the case may be, of all sums, documents and records held by it in respect of the Transaction Account to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any documents or records which the Account Bank is obliged by any law, applicable policy, or regulation not so to release;
- (C) as soon as reasonably practicable, take all necessary steps to hold the Transaction Account and all sums, documents and records in respect thereof on behalf of the Trustee; and
- (D) act as Account Bank of the Trustee in relation to any action to be taken in connection with the Transaction Account, and all terms of this Agreement shall apply, as if all references in this Agreement to the Issuer (other than this Clause 5.3) were references to the Trustee, subject to and in accordance with the provisions of this Agreement.

6. **Information**

The Account Bank shall make available to the Issuer, the Cash Manager and the Trustee on a periodic basis as agreed from time to time between the Parties, but not less than annually, statements of all transfers to or from the Accounts and statements of all holdings in the Accounts as of the last Business Day of each month. The Issuer, the Cash Manager and/or the Trustee may elect to receive certain information electronically through the internet to email addresses specified by them for such a purpose. Where the Issuer, the Cash Manager and/or the Trustee elects to use the internet for this purpose, both such Parties acknowledge that such transmissions are not encrypted and therefore are not secure. Each of the Issuer, the Cash Manager and the Trustee further acknowledges that there are other risks inherent in communicating through the internet such as the possibility of virus contamination and disruptions in service, and agrees that the Account Bank shall not be responsible for any Losses suffered or incurred by the Issuer, the Cash Manager, the Trustee, or any person claiming by or through the Issuer, the Cash Manager or the Trustee as a result of the use of such methods.

If, within thirty (30) days after the Account Bank makes available to the Issuer, the Cash Manager and the Trustee a statement with respect to the Accounts, neither such Party has given the Account Bank written notice of any exception or objection thereto, the statement shall be deemed to have been approved. In case of an exception or objection being raised, the Account Bank shall address with reasonable efforts such exception or objection.

7. **Representations and Warranties; Acknowledgements**

7.1 The Account Bank represents and warrants that:

- (A) it is duly incorporated, organised and validly existing under the laws of its jurisdiction of incorporation;
- (B) it satisfies the Minimum Account Bank Rating;
- (C) it has full corporate power and authority to enter into and perform its obligations under this Agreement;

- (D) it has been duly authorised to sign and deliver this Agreement and to perform the transactions contemplated herein; and
- (E) the execution and delivery by it of this Agreement and the performance by it of the obligations and transactions contemplated hereunder do not conflict with, or result in a breach of the terms of, or constitute a default under, its constitutive documents.

7.2 The Issuer makes the Issuer Warranties on the Closing Date and in addition the Issuer further warrants that:

- (A) the Cash is and will remain during the term of this Agreement free and clear of all liens, pledges, charges, security interests and encumbrances (except for those granted in this Agreement or the Irish Deed of Charge);
- (B) in relation to data disclosed to the Account Bank by or on behalf of the Issuer in connection with this Agreement, it has complied with, and shall continue to comply with, the provisions of all relevant data protection laws and regulations and shall not do anything, or permit anything to be done, which might lead to a breach of such laws or regulations by the Account Bank;
- (C) it is fully authorised and empowered and has the capacity to engage in the transactions contemplated by this Agreement and to grant the rights of set-off set out in this Agreement; and
- (D) it is acting on its own behalf and not on behalf of others.

7.3 Notwithstanding anything to the contrary, the Account Bank:

- (A) waives any right it has or may hereafter acquire to combine, consolidate or merge any of the Accounts held with it, with each other or with any other account or liability of any of the parties to this Agreement or of any other person; and
- (B) shall not exercise any lien or, to the extent permitted by law, any set off or transfer any sum standing to the credit of or to be credited to the Accounts held with it in or towards satisfaction of any liabilities of the Issuer, the Cash Manager, the Trustee or any other person to the Account Bank.

8. **Indemnity, Expenses, Set-off and Withholding**

8.1 **Indemnity**

Subject to the applicable Priority of Payments, the Issuer shall indemnify and keep the Account Bank indemnified against any loss, cost, damage, charge, expense, action, proceeding, claim, demand or other liability suffered or incurred by or made or brought against the Account Bank in connection with the performance of its role under this Agreement, including, without limitation, by reason of its complying with or relying upon any such notice, Instruction or other communication given by the Issuer, the Cash Manager or the Trustee pursuant to with this Agreement, save that this indemnity shall not extend to any loss, cost, damage, charge, expense, action, proceeding, claim, demand or other liability to the extent that the same arises solely from the fraud, wilful misconduct or negligence of the Account Bank.

8.2 Expenses

Subject to the applicable Priority of Payments, the Issuer will promptly reimburse the Account Bank for all out-of-pocket expenses properly incurred by the Account Bank in the performance of its role under this Agreement (including, but not limited to, all legal fees, stamp and other documentary duties or taxes and expenses incurred in connection with the preparation and negotiation of this Agreement).

8.3 Set Off and Withholding

In order to comply with applicable tax laws (inclusive of any current and future laws, rules, regulations, intergovernmental agreements and interpretations thereof promulgated by competent authorities) related to this Agreement in effect from time to time ("Applicable Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer, the Cash Manager and the Trustee each agrees (i) to provide to the Account Bank sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Account Bank can determine whether it has tax-related obligations under Applicable Law, (ii) that the Account Bank shall be entitled to make any withholding or deduction from payments in order to comply with Applicable Law for which the Account Bank shall not have any liability, and (iii) to hold harmless the Account Bank for any losses it may suffer due to the actions it takes to comply with Applicable Law.

8.4 Survival

Clause 2.7, Clause 8, Clause 9, Clause 10.2 and Clause 12 shall survive any termination of this Agreement or the resignation or replacement of the Account Bank, provided that the obligations under Clause 12 will expire 12 months after the termination of this Agreement.

9. Liability of the Account Bank

- 9.1 The Account Bank shall be entitled to comply with or rely upon any certificate, consent, notice, direction or other written communication which is or is reasonably believed by the Account Bank (without any duty on the Account Bank to investigate or verify) to be genuine and to have been signed by the Issuer, the Cash Manager or the Trustee and the Account Bank shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by the Issuer, the Cash Manager and/or the Trustee as a result of the Account Bank relying on any such certification, consent, notice, direction or other communication except in the case where such loss, liability, claim, expense or damage is suffered or incurred as a result of any wilful misconduct, fraud or negligence of the Account Bank.
- 9.2 The Account Bank shall not otherwise be liable or responsible for any loss, liability, claim, expense or damage or inconvenience which may result from anything done or omitted to be done by it in connection with this Agreement, save in relation to its own wilful misconduct, fraud or negligence. Under no circumstances shall the Account Bank have any liability to any person other than the Issuer, the Cash Manager and/or the Trustee.
- 9.3 In no event, whether for negligence, breach of contract, misrepresentation or otherwise, shall the Account Bank (other than to the extent specified in this Agreement) be liable for:
- (A) any loss of profits, business or opportunity or any indirect, special or consequential Losses, any loss of business, goodwill, opportunity or profit, or any special or punitive damages of any kind whatsoever; in each case however caused or arising and whether or not such liability is foreseeable and even if the Account Bank has been advised or was aware of the possibility of such Losses and regardless of whether

the claim for loss or damage is made in negligence, for breach of contract or otherwise;

- (B) any Losses, delay or failure to perform under this Agreement due, in whole or in part, to forces beyond the control of the Account Bank, including without limitation strikes, work stoppages, acts of war, terrorism, acts of God, governmental actions, exchange or currency controls or restrictions, devaluations or fluctuations, interruption, loss or malfunction of utilities, communications or any other computer (software or hardware) services, the application of any law or regulation in effect now or in the future, or any event in the country in which the relevant Account is held, (including, but not limited to, nationalisation, expropriation or other governmental actions, regulation of the banking or securities industry, sanctions imposed at national or international level or market conditions) which may affect, limit, prohibit or prevent the transferability, convertibility, availability, payment or repayment of any Cash or sums until such time as such law, regulation or event shall no longer affect, limit, prohibit or prevent such transferability, convertibility, availability, payment or repayment and in no event shall the Account Bank be obliged to substitute another currency for a currency whose transferability, convertibility or availability has been affected, limited, prohibited or prevented by such law, regulation or event;
- (C) any Losses arising from a delay or failure to perform by the Account Bank to act subject to and in accordance with an Instruction where such delay or failure is solely due to any procedure or process to be performed by the Account Bank and such delay is required in accordance with local laws and regulations, court or regulatory order;
- (D) any Losses arising from the use of any third party appointed by the Issuer or the Trustee or by the Account Bank at the express request of the Issuer or the Trustee;
- (E) any Losses arising due to the Account Bank receiving or transmitting any data to or from the Issuer and/or the Trustee or any Authorised Person via any non-secure method of transmission or communication; or
- (F) any Losses arising where the Account Bank executes an Instruction in accordance with the unique numeric or alpha-numeric identifier of the beneficiary, the beneficiary's bank or any intermediary bank included in the Instruction or with any other unique identifier specified by the Account Bank to the Issuer, the Trustee or the Cash Manager (as the case may be), given by the Issuer, the Trustee or the Cash Manager (as the case may be) in that Instruction.

9.4 The Account Bank may in connection with its acting under this Agreement:

- (A) (at the expense of the Issuer) consult with legal advisers or other professional advisers with respect to any questions relating to its duties and responsibilities and the advice or opinion of such advisers shall constitute full and complete authorisation and protection in respect of any action taken, suffered or omitted to be taken by the Account Bank under this Agreement in accordance with the advice or opinion of such advisers;
- (B) rely on any instruction, communication, notice or document reasonably believed by it to be genuine under the terms of this Agreement (without having carried out any investigation or verification);

- (C) assume that the security constituted by the Relevant Security Document has not become enforceable, and that no other Party is in breach of or default under its obligations hereunder, unless it has written notice to the contrary; and
- (D) assume that all conditions for the making of any payment out of the amount standing to the credit of the Account which are specified in any Instruction from the Issuer, the Cash Manager or the Trustee have been satisfied, unless it has written notice to the contrary.

9.5 Notwithstanding anything to the contrary express or implied herein, the Account Bank shall not:

- (A) unless required by law, be bound by or recognise any lien, pledge or security interest (or similar entitlement to any Cash held for the Issuer) for the benefit of any person, other than the Issuer's entitlement under this Agreement and the Trustee's entitlement pursuant to the Deeds of Charge. For the avoidance of doubt, the Account Bank shall in no circumstances have any obligation to, and shall not: (i) review, or monitor compliance by the Issuer or the Trustee with, any term of the Deeds of Charge or any other Transaction Document; (ii) take or omit any action by reference to any terms of the Deeds of Charge or any other Transaction Document; (iii) have any responsibility for the perfection, preservation or accuracy of any filing which may be required in connection with the Deeds of Charge; or (iv) have any responsibility for the adequacy, sufficiency or efficacy of any security granted under the Deeds of Charge;
- (B) be bound to account to any other Party for any sum or the profit element of any sum received by it for its own account;
- (C) have any responsibility to ensure that the information set out and any Instructions received by it hereunder is correct or to check or to enquire as to or otherwise be affected by whether any condition has been or will be met or fulfilled or any Instruction is properly given on behalf of the person from whom it purports to be given or any Instruction is given properly; or
- (D) have any responsibility to any Party if any Instruction which should be given by the Issuer, the Cash Manager or the Trustee to the Account Bank under and in connection with this Agreement or any other agreement or document (as applicable) is for any reason not received by the Account Bank or is not made at the time it should be made for a reason out of the Account Bank's control.

9.6 The Account Bank shall be obliged to perform such duties and only such duties as are set out in this Agreement and no implied duties or obligations shall be read into this Agreement.

9.7 Each of the Parties agrees that it will not assert or seek to assert against any director, officer or employee of any other Party any claim it might have against that Party in respect of this Agreement.

9.8 The Account Bank shall have no duty or responsibility in the case of any default by the Issuer or any other Transaction Party in the performance of its obligations under the Irish Deed of Charge or any other Transaction Document.

9.9 The Account Bank shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it unless the payment of such expense or liability within a reasonable time is assured to the Account Bank to its satisfaction.

- 9.10 The Account Bank shall be entitled to take any action or to refuse to take any action, and shall have no liability for any Losses resulting from taking or refusing to take action, which the Account Bank regards as necessary for the Account Bank to comply with any applicable policy (including internal policies relating to Know Your Customer and the prevention of money laundering and the financing of terrorism), law, regulation or requirement (whether or not having the force of law) affecting it, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.
- 9.11 In acting under this Agreement, the Account Bank shall act solely as a banker of the Issuer and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any third party.
- 9.12 Notwithstanding any other provision of this Agreement, the Account Bank may make a payment out of the Account in accordance with a final, non-appealable decision of a court of competent jurisdiction.

10. **General Authorisations**

10.1 **Services Provided to Others**

- (A) The Account Bank or any associate may provide services which are ancillary to the Account Bank's functions under this Agreement, or carry out other business and activities (including but not limited to acting as agent for, placing or negotiating orders to buy or sell securities for, buying or selling securities for, providing banking, investment advisory, investment management and other services to, or generally engaging in any kind of business with, others) to the same extent as if the Account Bank did not provide the services contemplated by this Agreement. Nothing in this Agreement shall be deemed to restrict the right of the Account Bank or any associate to perform such services for any other person or entity, and the performance of such services for others will not be deemed to violate or give rise to any duty or obligation to the Issuer, the Cash Manager or the Trustee not specifically undertaken by the Account Bank under this Agreement. The Account Bank or the relevant associate, as appropriate, may receive and retain any fee, commissions, spreads or other compensation in relation to any service, business or activity described in this paragraph or similar service, business or activity. The Account Bank undertakes to disclose to the Issuer, the Cash Manager and the Trustee upon request further details of any such fee, commission or non-monetary benefit paid or provided by a third party to the Account Bank in relation to the services contemplated by this Agreement.
- (B) Any of the Account Bank or any associate, or their officers, directors and employees, may engage or be interested in any other financial or other transaction with the Issuer, the Cash Manager or the Trustee as freely as if the Account Bank were not appointed under this Agreement without regard to the interests of the Issuer, the Cash Manager or the Trustee and shall be entitled to retain and shall not in any way be liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

10.2 **Data Protection**

- (A) Each of the Cash Manager, the Trustee and the Issuer undertakes not to supply to the Account Bank any personal data or sensitive data, whether relating to such party, its personnel, customers or other data subjects, except to the extent that the Issuer, the Cash Manager or the Trustee is required to provide such information in order to

comply with requests for information made by the Account Bank pursuant to its KYC Procedures or for the purposes of compliance with Applicable Law.

- (B) For the purposes of Clause 10.2(A) “data subject”, “personal data” and “sensitive data” each have the meaning given to them in the Data Protection Legislation.

11. **Change of Account Bank and Termination**

11.1 **Resignation of Account Bank**

The Account Bank may resign its appointment hereunder by giving not less than 30 days' prior written notice to the Issuer, the Cash Manager and the Trustee and shall not be obliged to provide any reason for such resignation and shall have no responsibility for any liability incurred by such resignation. The Issuer will use all reasonable endeavours to appoint a new Account Bank within 15 days of receipt of notice of resignation from the Account Bank. In the event of any such notice, the Account Bank shall (at the expense of the Issuer) assist the Issuer and the Trustee to effect an orderly transition of the Issuer's banking arrangements hereunder, provided that no such resignation shall take effect until a replacement bank has been appointed. If no replacement bank has been appointed within 30 days of the expiry of such notice period, the Account Bank may (at the expense of the Issuer) itself, following such consultation with the Issuer as is practicable in the circumstances and with the prior written approval of the Trustee, appoint, subject to the provisions of Clause 11.3, as its successor any reputable and experienced financial institution and such successor shall enter into an agreement on terms substantially similar to those set out in this Agreement.

11.2 **Termination of Appointment**

- (A) The Issuer may (prior to the delivery of an Enforcement Notice), and (following the delivery of an Enforcement Notice) the Trustee may, at any time terminate the appointment of the Account Bank by giving to that Account Bank at least 30 days' prior written notice to that effect, provided always that no such notice shall take effect until a new Account Bank has been appointed on terms similar to this Agreement, including ensuring that new account mandates are in place such that the Cash Manager is of the opinion that it can continue to perform its functions under the Cash Management Agreement.

- (B) If the Account Bank ceases to hold the Minimum Account Bank Rating:

- (1) the Account Bank and the Issuer shall, within 30 calendar days, use reasonable endeavours to (i) transfer the Accounts to a new bank that satisfies the Rating Agencies' criteria or (ii) procure a third party guarantee or a third party pledge, in each case in accordance with the Rating Agencies' criteria; and
- (2) each Party to this Agreement shall co-operate with the transfer of the Accounts to the replacement Account Bank,

provided always that no such termination shall take effect until a new Account Bank has been appointed by the Issuer on terms similar to this Agreement, including ensuring that new account mandates are in place such that the Cash Manager is of the opinion that it can continue to perform its functions under the Cash Management Agreement.

- (C) If at any time an Insolvency Event occurs or Insolvency Proceedings are initiated in relation to the Account Bank, the Issuer shall terminate the appointment of the Account Bank forthwith upon giving written notice (with a copy sent to the Trustee and to the Cash Manager) and without regard to the provisions of (a) above. The Issuer shall use commercially reasonable efforts to appoint a new Account Bank on terms similar to this Agreement, including that new account mandates are in place such that the Cash Manager is of the opinion that it can continue to perform its functions under the Cash Management Agreement.
- (D) On termination of the appointment of the Account Bank hereunder, the Account Bank shall be entitled in accordance with the Priorities of Payment to receive all fees and other moneys accrued up to the date of termination but shall not be entitled to any other or further compensation.
- (E) The Account Bank will be responsible for any of its costs in relation to the termination of the appointment of the Account Bank if such termination is made pursuant to Clause 11.2(B) or (C) or (only where the Account Bank is in breach of this Agreement by it) as a result of its own gross negligence, wilful default or fraud. In all other cases, the Issuer will be responsible for any costs in relation to the termination of the appointment of the Account Bank.
- (F) The Account Bank shall have no responsibility for any costs incurred by any other party as a result of any termination under this Clause 11.2.
- (G) Termination of this Agreement will not affect accrued rights or existing commitments under this Agreement and will be without prejudice to the completion of any transactions already initiated.

11.3 Replacement of the Account Bank

- (A) Any replacement or successor account bank pursuant to this Clause 11 (*Change of Account Bank and Termination*) must be a reputable and experienced financial institution which:
 - (1) is rated at least the Minimum Account Bank Rating;
 - (2) is willing to accept its appointment as replacement Account Bank on the same, or substantially the same, terms as apply to the outgoing Account Bank;
 - (3) agrees to act as Account Bank in return for a rate of remuneration which does not exceed the rate then commonly charged by providers of services similar to those provided by the Account Bank hereunder; and
 - (4) agrees to be bound by the terms of this Agreement, the English Deed of Charge, the Irish Deed of Charge and the Cash Management Agreement and any obligations set forth in the Transaction Documents.
- (B) The Issuer shall notify the Rating Agencies of any such successor account bank appointed pursuant to this Clause 11 (*Change of Account Bank and Termination*).

11.4 Merger of the Account Bank

Any corporation into which the Account Bank may be merged or converted, or any corporation with which the Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Account Bank shall be a party,

or any corporation to which the Account Bank shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Account Bank under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement and without any appointment or other action by the Issuer or the Trustee, and after the said effective date all references in this Agreement to the Account Bank shall be deemed to be references to such successor corporation.

12. **Miscellaneous**

- 12.1 No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “The Bank of New York Mellon” by name or the rights, powers, or duties of the Account Bank under this Agreement shall be issued by any other Parties, or on any other Party's behalf, without the prior written consent of the Account Bank.

SCHEDULE 1
NOTICE OF EXCLUSIVE CONTROL

To: The Bank of New York Mellon SA/NV, Dublin Branch

4th Floor, Hanover Building, Windmill Lane, Dublin 2

Copy to: Dunmore Securities No. 1 Designated Activity Company

Date:

We refer to the Account Bank Agreement dated [•] and made between Dunmore Securities No. 1 Designated Activity Company, BNY Mellon Corporate Trustee Services Limited, National Westminster Bank Plc and The Bank of New York Mellon SA/NV, Dublin Branch, as the Account Bank (the "Account Bank Agreement"). Terms defined in the Account Bank Agreement shall have the same meaning when used in this notice.

Pursuant to Clause 5.3 of the Account Bank Agreement, this is a Notice of Exclusive Control which takes effect immediately. We hereby irrevocably authorise and instruct you to accept Instructions solely from us in relation to the Transaction Account on and from the date of this Notice.

Yours faithfully

Authorised Signatory of BNY Mellon Corporate Trustee Services Limited

By: _____

Name: _____

Title: _____

SCHEDULE 2
AUTHORISED PERSONS AND CALLBACK CONTACTS

ISSUER AUTHORISED PERSONS

Name	Specimen signature	Telephone Number
Jonathan Hanly		+ 353 1 566 8893
Siobhan Hallissey		+ 353 1 566 8898
Ian Garvan		+ 353 1 566 8892
Mary Murphy		+ 353 1 566 8894

ISSUER ADDITIONAL CALLBACK CONTACTS

Name	Telephone Number
Gerard Brennan	+ 353 1 566 8891

TRUSTEE AUTHORISED PERSONS

Name	Specimen signature	Telephone Number

TRUSTEE ADDITIONAL CALLBACK CONTACTS

Name	Telephone Number

CASH MANAGER AUTHORISED PERSONS

Name	Specimen signature	Telephone Number

CASH MANAGER ADDITIONAL CALLBACK CONTACTS

Name	Telephone Number

**SCHEDULE 3
FORM OF INSTRUCTION
[ON HEADED PAPER OF INSTRUCTING PARTY]**

The Bank of New York Mellon SA/NV, Dublin Branch

4th Floor, Hanover Building, Windmill Lane, Dublin 2
For the attention of: Corporate Trust Administration – Project Sugarloaf
Fax number: +353 19006999
Email: Co.Sec.Dublin@bnymellon.com

[•] 20[•]

Account Bank Agreement by and between the Issuer, the Trustee, the Cash Manager and The Bank of New York Mellon SA/NV, Dublin Branch (as Account Bank) dated [•] (the “Agreement”)

Dear Sirs,

This Instruction is being given to you pursuant to Clause [•] of the Agreement. Capitalised terms not otherwise defined herein shall have the meanings given thereto in the Agreement.

You are hereby instructed to pay the following amount[s] from the Account specified below:

- | | |
|--------------------------|---|
| (a) payment from: | Cash Account [•] |
| (b) transfer to: | [SWIFT code/sort code]
[account name]
[account number/IBAN] |
| (c) beneficiary bank: | [SWIFT code/sort code] |
| (d) account name: | [•] |
| (e) account number: | [•] |
| (f) IBAN: | [•] |
| (g) amount and currency: | [•] |
| (h) reference: | [•] |
| (i) value date: | [•] |

The governing law of the Agreement shall apply equally to this Instruction

Yours faithfully,

Issuer

By: _____

Name: _____

Title: _____

Trustee

By: _____

Name: _____

Title: _____

SIGNATORIES

This Agreement has been entered into on the date stated at the beginning.

The Issuer

Signed for and on behalf of
DUNMORE SECURITIES NO.1 DESIGNATED ACTIVITY COMPANY
by its duly authorised attorney

Name:

Title: Authorised Attorney

The Account Bank

Signed for and on behalf of
THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH

By _____
Name:
Title:

The Trustee

Signed for and on behalf of
BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

By _____
Name:
Title:

The Cash Manager

Signed for and on behalf of
NATIONAL WESTMINSTER BANK PLC

By

Name:
Title