

**FINANCE IRELAND RMBS No. 3 DESIGNATED ACTIVITY  
COMPANY**  
as Issuer

- and -

**U.S. BANK GLOBAL CORPORATE TRUST LIMITED**  
as Cash Manager

- and -

**ELAVON FINANCIAL SERVICES DAC**  
as Issuer Account Bank

- and -

**U.S. BANK TRUSTEES LIMITED**  
as Security Trustee

**BANK ACCOUNT AGREEMENT**



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**THIS AGREEMENT** (this **Agreement**) is made on 24 June 2021

**BETWEEN:**

- (1) **FINANCE IRELAND RMBS NO. 3 DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated under the laws of Ireland (registered number 694163) with its registered office at 1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland, acting in its capacity as the issuer (the "**Issuer**");
- (2) **U.S. BANK GLOBAL CORPORATE TRUST LIMITED**, a limited company registered in England and Wales having the registration number 05521133 and a registered address of 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, acting in its capacity as cash manager (the "**Cash Manager**");
- (3) **ELAVON FINANCIAL SERVICES DESIGNATED ACTIVITY COMPANY**, a designated activity company registered in Ireland with the Companies Registration Office, registered number 418442, with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin, Ireland acting in its capacity as issuer account bank (the "**Issuer Account Bank**"); and
- (4) **U.S. BANK TRUSTEES LIMITED**, a limited liability company incorporated under the laws of England and Wales and with registration number 02379632 with its office at Fifth Floor, 125 Old Broad Street, London, EC2N 1AR, acting in its capacity as the security trustee (the "**Security Trustee**"),

(together, the "**Parties**" and each a "**Party**").

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The master definitions and construction schedule made between, amongst others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the "**Master Definitions and Construction Schedule**") is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 3 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule.

**1.2 Common terms in the Master Definitions and Construction Schedule**

The provisions set out in clauses 2 (*Notice of Security under the Deeds of Charge*) to 8 (*Law and Jurisdiction*) of the Master Definitions and Construction Schedule shall apply to this Agreement as if the same were set out in this Agreement. If there is any conflict between the provisions of the Master Definitions and Construction Schedule and the provisions of this Agreement, the provisions of this Agreement shall prevail, save that (for the avoidance of doubt) nothing in this Agreement shall be construed as to prevail over or otherwise alter the provisions of clause 4 (*No Recourse, Non-Petition and Limited Recourse*) of the Master Definitions and Construction Schedule, the provisions of which will survive the termination of this Agreement.

**2. APPOINTMENT**

**2.1 Appointment**

- (a) The Issuer hereby appoints Elavon Financial Services DAC, whose registered office is at Block E, Cherrywood Business Park, Loughlinstown, Dublin, Ireland, to be the Issuer

Account Bank with respect to the Deposit Account, the Swap Collateral Account and (subject to Clause 3.6 (*Further Accounts*) below) any additional Issuer Account and as its lawful agent, in its name and on its behalf, to perform the services of the Issuer Account Bank under this Agreement.

- (b) Elavon Financial Services DAC hereby accepts such appointment on the terms and subject to the conditions of this Agreement.

## **2.2 Duration**

The appointment of the Issuer Account Bank under this Agreement will continue until termination under Clause 9 (*Termination*).

## **2.3 Power and Authority**

The Issuer Account Bank will, subject to the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things which the Issuer Account Bank reasonably considers necessary, convenient or incidental to the performance of its services under this Agreement or any other Transaction Document unless it receives written notice to the contrary from the Issuer or the Security Trustee, as appropriate, in accordance with the terms of this Agreement.

## **2.4 Agent of the Issuer only**

Subject to Clause 7.4 (*Consequences of Enforcement Notice or termination of the appointment of the Cash Manager*), in acting under this Agreement, the Issuer Account Bank shall act solely as an agent of the Issuer and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the Noteholders or any other third party.

## **2.5 Opening of Issuer Accounts**

The Issuer Account Bank confirms that the Deposit Account and the Swap Collateral Account have been opened in the name of the Issuer on or prior to the Closing Date.

# **3. THE ISSUER ACCOUNTS**

## **3.1 Instructions**

- (a) Subject to Clauses 3.6 (*Further Accounts*), 3.7 (*No Negative Balance*), 7.4 (*Consequences of Enforcement Notice or termination of the appointment of the Cash Manager*) and 7.6 (*Force Majeure*), prior to the service of an Enforcement Notice on the Issuer, the Issuer Account Bank shall comply with any payment instruction of the Issuer (or the Cash Manager on behalf of the Issuer) or, following the delivery of an Enforcement Notice, the Security Trustee, given on a Business Day to effect a payment on the date specified in such instruction by debiting any one of the Issuer Accounts if such payment instruction:
  - (i) is in respect of a specified sum of money;
  - (ii) is in writing or, in case of a transfer of funds by electronic transmission, evidenced in accordance with normal banking practice for such transfers;
  - (iii) complies with the relevant Account Mandate or in the case of an electronic instruction the relevant procedures of the Issuer Account Bank applicable from time to time; and

- (iv) (except in the case of an instruction to transfer by electronic transmission) certifies that the payment specified in the relevant instructions is permitted to be made pursuant to the Cash Management Agreement or, following service of an Enforcement Notice, the Deeds of Charge.
- (b) The Issuer Account Bank may in connection with its acting as such under this Agreement:
  - (i) assume that no Enforcement Notice has been given and that no other party to this Agreement is in breach of or default under its obligations hereunder, unless it has actual notice to the contrary; and
  - (ii) assume that all conditions for the making of any payment out of the amount standing to the credit of the Issuer Accounts held with it which are specified in any instruction from the Originator, the Cash Manager or the Security Trustee have been satisfied, unless it has actual notice to the contrary.

### 3.2 Custody Accounts

- (a) If the Issuer wishes to open a custody account with a custodian, the Issuer with the consent of the Security Trustee, will give the Issuer Account Bank no less than 12 Business Days' notice of its intention.
- (b) The Issuer Account Bank will open the relevant custody account as soon as reasonably possible following receipt of the duly correctly completed account opening forms and Custody Agreement (in a form to be agreed between the Issuer and the Issuer Account Bank) signed by the Issuer.

### 3.3 Timing of Payment

Without prejudice to the provisions of Clause 4 (*Payments*), the Issuer Account Bank agrees that, prior to the service of an Enforcement Notice on the Issuer, if directed by the Issuer or following the delivery of an Enforcement Notice, if directed by the Security Trustee, pursuant to Clause 3.1 (*Instructions*) to make any payment then, subject to Clauses 3.6 (*Further Accounts*), 3.7 (*No Negative Balance*) and 7.4 (*Consequences of Enforcement Notice or termination of the appointment of the Cash Manager*), it will effect the payment specified in such direction not later than the day specified for payment therein and for value on the day specified therein provided that, if any direction specifying that payment be made on the same day as the direction is given is received later than 11 a.m. (London time) on any Business Day or is received on any day that is not a Business Day, the Issuer Account Bank shall make such payment on a best efforts basis but no later than the commencement of business on the following Business Day for value that day.

### 3.4 Credits and Debits

Any debit from or credit to an Issuer Account shall be made by the Issuer Account Bank in accordance with its usual practice and, in the case of credits made 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 Issuer Account Bank may debit the relevant Issuer Account with an amount representing:

- (a) funds which are not actually received for value at such later date; or
- (b) the reversed payment.

### 3.5 Bank Charges

- (a) In consideration of the performance of its role under this Agreement, the Issuer shall pay to the Issuer Account Bank the fees and commissions (including any applicable VAT subject to the receipt of a valid VAT invoice), if any, as may be agreed in writing between the Issuer and the Issuer Account Bank. The Issuer shall also pay to the Issuer Account Bank all properly incurred expenses incurred by the Issuer Account Bank in connection with its services under this Agreement.
- (b) The fees and charges of the Issuer Account Bank shall be paid by the Issuer subject to and in accordance with the Priority of Payments.
- (c) The fees, commissions and expenses payable to the Issuer Account Bank for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Issuer Account Bank (or to its knowledge by any of its associates) in connection with any transaction effected by the Issuer Account Bank with or for the Issuer.

### 3.6 Further Accounts

In the event that any further Issuer Accounts are required to be opened by the Issuer, the Issuer shall instruct the Cash Manager to open such Issuer Accounts. If it is determined at such time that such Issuer Accounts will be held with the Issuer Account Bank, subject to the Issuer Account Bank's agreement, then the Issuer shall deliver an Account Mandate to the Issuer Account Bank relating to each such Issuer Account in accordance with the Issuer's obligations under this Agreement, the Cash Management Agreement and the Irish Deed of Charge.

### 3.7 No Negative Balance

Notwithstanding the provisions of Clause 3.1 (*Instructions*), amounts shall only be withdrawn from any Issuer Account to the extent that such withdrawal does not cause the relevant Issuer Account to have a negative balance and for the avoidance of doubt, the Issuer Account Bank shall be under no obligation to monitor the Issuer Accounts for this purpose. No liability shall attach to the Issuer Account Bank if there are insufficient funds to make a payment in whole or part. Where any withdrawal requested under this Agreement cannot by virtue of this Clause 3.7 (*No Negative Balance*) be made in its entirety, the Issuer Account Bank shall promptly notify each of the Issuer and the Cash Manager or (following receipt by the Issuer Account Bank of an Enforcement Notice) the Security Trustee of that fact and provide details of the payment not made, the date on which it should have been made and the amount of the unpaid amount.

### 3.8 Authorisation and regulation

- (a) The Issuer Account Bank is authorised and regulated by the CBI.
- (b) In connection with the worldwide effort against the funding of terrorism and money laundering activities, the Issuer Account Bank may be required under various national laws and regulations to which it is subject to obtain, verify and record information that identifies each person who opens an account with the Issuer Account Bank. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Issuer Account Bank shall be entitled to ask for documentation to verify such entity's formation and legal existence as well as financial statements, licenses, identification and authorisation documents from individuals claiming authority to represent the entity or other relevant documentation.

- (c) The parties to this Agreement acknowledge and agree that the obligations of the Issuer Account Bank under this Agreement are limited by and subject to compliance by the Issuer Account Bank with EU and US Federal anti-money laundering statutes and regulations. If the Issuer Account Bank or any of its directors know or suspect that a payment is the proceeds of criminal conduct, such person is required to report such information pursuant to the applicable authorities and such report shall not be treated as a breach by such person of any confidentiality covenant or other restriction imposed on such person under this Agreement, by law or otherwise on the disclosure of information. The Issuer Account Bank shall be indemnified and held harmless by the Issuer from and against all losses suffered by the Issuer Account Bank or any other transaction party that may arise as a result of the Issuer Account Bank being prevented from fulfilling its obligations hereunder due to the extent doing so would not be consistent with applicable statutory anti-money laundering requirements.

### **3.9 No implied duties**

The Issuer Account Bank shall be obliged to perform only such duties as are expressly set out in this Agreement or otherwise as set out in the Transaction Documents and no implied duties or obligations of any kind (including duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement in respect of the Issuer Account Bank.

### **3.10 No additional liability or expense**

The Issuer Account Bank shall not be under any obligation to take any action, and shall have no liability for any liability or loss resulting from taking or refusing to take action, under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

### **3.11 Reliance on advisers**

The Issuer Account Bank may consult with legal counsel or other professional advisers of its selection (subject to Clause 12 (*Costs*), at the expense of the Issuer) in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or in connection with the performance of its duties hereunder. The Issuer Account Bank shall incur no liability and shall be fully protected as against the Issuer in acting in accordance with and relying upon the opinion and advice of such legal counsel or professional advisers.

### **3.12 Compliance**

The Issuer Account Bank shall be entitled to take any action or to refuse to take any action, and shall have no liability for any liability or loss resulting from taking or refusing to take action, which the Issuer Account Bank regards as necessary for the Issuer Account Bank to comply with any Applicable Law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market, payment or clearing system.

### **3.13 Reliance on communication from authorised representatives**

The Issuer Account Bank shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any telephone, facsimile, e-mail communication, instruction or document which it reasonably believes to be genuine and is from a person purporting to be (and whom the Issuer Account Bank believes in good faith to be) the authorised representative of the Issuer or the Cash Manager as sufficient instructions and authority of the Issuer or the Cash Manager for the Issuer Account Bank to act (and shall have no duty to ensure that any such instruction is accurate, correct, or in accordance with this Agreement). Without

prejudice to its rights under the foregoing, the Issuer Account Bank may implement call back procedures at any time for the purpose of verifying Instructions or any other communication.

### **3.14 Provision of Information by the Issuer**

The Issuer undertakes to the Issuer Account Bank that it will provide to the Issuer Account Bank all documentation and other information reasonably required by the Issuer Account Bank from time to time to comply with all Applicable Laws in relation to the Deposit Account forthwith upon request by the Issuer Account Bank and it will notify the Issuer Account Bank in writing within 30 days upon becoming aware or being notified of any material change in, or in the validity of, any documentation or other information previously provided to the Issuer Account Bank that affects its tax status pursuant to any Applicable Law.

### **3.15 Personal or Sensitive Information**

- (a) The Issuer undertakes not to supply to the Issuer 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 is required to provide such information in order to comply with requests for information made by the Issuer Account Bank pursuant to its "know your customer" procedures or for the purposes of compliance with any Applicable Law. The Issuer Account Bank undertakes to process such information for the purpose of carrying out its "know your customer" procedures and will keep it secure and confidential subject to Clause 11 (*Confidentiality*).
- (b) For the purposes of this Clause 3.15, "data subject", "personal data" and "sensitive data" each have the meanings given to them in the GDPR.
- (c) The Issuer Account Bank is under no duty to ensure that funds withdrawn from any Issuer Account are actually applied for the purpose for which they were withdrawn or that any instruction is accurate, correct or in accordance with the terms of any other agreement or arrangement.
- (d) The Issuer expressly acknowledges that it is fully aware of and agrees to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting instructions through any means requiring manual intervention.

### **3.16 No greater duty of care**

The Issuer agrees that the Issuer Account Bank shall not be under any duty to give the amounts in the Issuer Accounts held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers.

### **3.17 Determinations of fact**

Whenever in the performance of its duties under this Agreement the Issuer Account Bank shall deem it necessary or desirable that any fact or matter be proved or established by the Issuer prior to taking or suffering any action hereunder, such fact or matter may be deemed to be conclusively proved and established by a certificate signed by an authorised person of the Issuer and delivered to the Issuer Account Bank and such certificate shall be full authorisation to the Issuer Account Bank, in its capacity as such, for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.



## **4. PAYMENTS**

### **4.1 Instructions from the Cash Manager**

The Issuer Account Bank shall comply with the instructions described in Clauses 3.1 (*Instructions*) and 3.3 (*Timing of Payment*) and shall effect the payments specified in such instructions not later than the time specified for payment therein (provided that the Issuer Account Bank shall not have any liability to any person if it fails to effect timely payment due to insufficient funds standing to the credit of any relevant Issuer Accounts to which an instruction relates on the relevant date). The Issuer Account Bank shall be under no obligation to check the compliance of the Cash Manager with the provisions of Clauses 3.1 (*Instructions*) and 3.3 (*Timing of Payment*) following receipt by the Issuer Account Bank of instructions for any payment from any Issuer Account.

### **4.2 Authorised Representatives for payments**

- (a) Each of the Cash Manager and the Security Trustee shall provide the Issuer Account Bank with a list of its authorised representatives as set out at Schedule 2 (*Authorised Representatives*) hereto on or prior to the Closing Date. Each of the Cash Manager and the Security Trustee undertakes to give the Issuer Account Bank 5 Business Days' notice in writing of any amendment to their authorised representatives. Any amendment of the authorised representatives set out in Schedule 2 (*Authorised Representatives*) hereto shall take effect upon the expiry of 5 Business Days' notice (or such shorter period as agreed by the Issuer Account Bank in its absolute discretion).
- (b) The Issuer Account Bank shall not be obliged to make any payment or otherwise to act on any payment instruction notified to it under this Agreement if it is unable to verify any signature pursuant to any payment instruction against the specimen signature provided for the relevant authorised representative.

## **5. MANDATE**

### **5.1 Signing and Delivery of the Account Mandates**

The Issuer confirms that it has delivered to the Issuer Account Bank prior to the Closing Date the duly executed Account Mandates (in or substantially in the form set out in Schedule 1 (*Form of Account Mandate*)) relating to the Deposit Account and the Swap Collateral Account, and the Issuer Account Bank hereby confirms to the Security Trustee that each of the Deposit Account Mandate and the Swap Collateral Account Mandate has been provided to it and that each of the Deposit Account Mandate and the Swap Collateral Account Mandate is operative and supersedes any previous mandates or arrangements relating to the relevant Issuer Accounts. The Issuer Account Bank acknowledges that the Deposit Account Mandate, the Swap Collateral Account Mandate and any other mandates delivered from time to time pursuant to the terms of this Agreement shall be subject to the terms of the Irish Deed of Charge and this Agreement.

### **5.2 Amendment or Revocation**

The Issuer Account Bank agrees that it shall notify the Security Trustee and the Issuer (and the Issuer shall thereby notify the Rating Agencies) as soon as is reasonably practicable and in accordance with Clause 5 (*Notices and Service of Process*) of the Master Definitions and Construction Schedule if it receives any amendment to or revocation of any Account Mandate relating to the Issuer Accounts (other than a change of authorised representative) and any such amendment or revocation (other than a change of authorised representative) shall require the prior written consent of the Issuer and the Security Trustee. Unless such Account Mandate is revoked, the Issuer Account Bank may continue to comply with such Account Mandate (as it may from time to time be amended in accordance with the provisions of this Clause 5.2) unless it

receives notice in writing (i) from the Issuer or, as the case may be, the Security Trustee to the effect that the appointment of U.S. Bank Global Corporate Trust Limited as Cash Manager under the Cash Management Agreement has been terminated or (ii) from the Security Trustee to the extent that an Enforcement Notice has been served and that it shall, thereafter, act solely on the instructions of the Security Trustee. The Cash Manager shall, prior to seeking any amendments to any Account Mandate which would require the consent of the Security Trustee in accordance with this Clause 5.2, confirm to the Issuer Account Bank whether the consent of the Security Trustee has been obtained.

## **6. ACKNOWLEDGEMENT BY THE ISSUER ACCOUNT BANK**

### **6.1 Restriction on Issuer Account Bank's Rights**

Notwithstanding anything to the contrary in the Deposit Account Mandate, the Issuer Account Bank hereby:

- (a) waives any right it has or may hereafter acquire to combine, consolidate or merge any Issuer Account with any other Issuer Account or any other bank account of the Cash Manager, the Issuer, the Originator, the Security Trustee or any other person or any liabilities of the Cash Manager, the Issuer, the Originator, the Security Trustee or any other person to it;
- (b) agrees that it holds any amounts deposited in any Issuer Account as banker except (i) that it may 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 any Issuer Account in or towards satisfaction of any liabilities to it of the Cash Manager, the Issuer, the Security Trustee or any other person owing to it and (ii) subject to Clause 14 (*Interest*), it shall not be liable to account to the Issuer for any interest or other amounts in respect of the amounts deposited;
- (c) agrees that it shall have recourse only to sums paid to or received by (or on behalf of) the Issuer pursuant to this Agreement or any other Transaction Document; and
- (d) acknowledges that the Issuer has, pursuant to the Deeds of Charge, *inter alia*, assigned by way of security (and, to the extent not assigned, charged by way of first fixed charge) all of its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than the Trust Deed and the Deeds of Charge) to which it is a party including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder and all amounts standing to the credit of the Issuer Accounts to the Security Trustee.

### **6.2 Client Money Rules**

The Issuer Account Bank holds all money standing to the credit of any Issuer Account as banker and not as trustee and as a result such money will not be held in accordance with the CBI Client Asset Requirements or the FCA Client Money Rules and, in the event the Issuer Account Bank becomes insolvent, the client money distribution rules will not apply and the Issuer will not be entitled to share in any distribution under the client money distribution rules. In particular, the Issuer Account Bank will not segregate any monies from its own and shall not be liable to account to the Issuer for any profits made by the Issuer Account Bank's use as banker of such funds.

### **6.3 Account Statement**

Unless and until directed otherwise by the Security Trustee in accordance with Clause 5 (*Notices and Service of Process*) of the Master Definitions Schedule, the Issuer Account Bank shall provide

each of the Issuer, the Cash Manager and the Security Trustee with a written account transaction statement on a monthly basis in respect of each Issuer Account which is held with the Issuer Account Bank. The Issuer Account Bank is hereby authorised by the Issuer to provide account transaction statements in respect of each Issuer Account to the Cash Manager and the Security Trustee.

## **7. CERTIFICATION, INDEMNITY AND TERMINATION OF CASH MANAGER APPOINTMENT**

### **7.1 Issuer Account Bank to Comply with Cash Manager's instructions**

Unless otherwise directed in writing by the Security Trustee pursuant to Clause 7.4 (*Consequences of Enforcement Notice or termination of the appointment of the Cash Manager*), in making any transfer or payment from any Issuer Accounts in accordance with this Agreement, the Issuer Account Bank shall be entitled to act as directed by the Cash Manager pursuant to Clauses 3.1 (*Instructions*) and 3.3 (*Timing of Payment*) and to rely as to the amount of any such transfer or payment on the Cash Manager's instructions in accordance:

- (a) in the case of the Deposit Account, with the Deposit Account Mandate;
- (b) in the case of the Swap Collateral Account, with the Swap Collateral Account Mandate; and
- (c) in the case of any other Issuer Accounts, with the Account Mandate provided in respect thereof,

and the Issuer Account Bank shall not have any liability to the Cash Manager, the Issuer or the Security Trustee for having acted on such instructions except in the case of its wilful default, fraud or gross negligence.

### **7.2 Issuer Indemnity**

Subject to the Priorities of Payments and the Deeds of Charge, the Issuer shall indemnify the Issuer Account Bank against all losses, liabilities, costs, claims, actions, damages, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) or demands (together, "**Losses**") (including, but not limited to, all properly incurred costs, legal fees, charges and expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) (together, "**Expenses**") paid or incurred in disputing or defending any Losses) which the Issuer Account Bank may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement except to the extent that any Losses or Expenses directly result from the Issuer Account Bank's own wilful default, gross negligence or fraud or that of its officers, directors or employees, save that this indemnity shall not extend to any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration of the Issuer Account Bank or any such fees, charges, commissions or other remuneration (if any) of the Issuer Account Bank for the operation of the Issuer Accounts or to Taxes on income, profits or gains of the Issuer Account Bank. This Clause 7.2 shall survive the termination (whether by resignation or removal of the Issuer Account Bank) or expiry of this Agreement. For the avoidance of doubt, neither the Issuer nor Security Trustee (as applicable) shall be liable for any loss arising as a result of the wilful default, gross negligence or fraud of the Issuer Account Bank.

### **7.3 Liability of Issuer Account Bank**

The Issuer Account Bank will only be liable to the Issuer and/or the Security Trustee for losses, liabilities, costs, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) and demands arising directly from the performance of its obligations under this

Agreement suffered by or occasioned to the Issuer and/or the Security Trustee ("**Liabilities**") to the extent that the Issuer Account Bank or any of its officers and employees has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. The Issuer Account Bank shall not otherwise be responsible for any Liabilities which may result from anything done or omitted to be done by it in connection with this Agreement.

#### **7.4 Consequences of Enforcement Notice or termination of the appointment of the Cash Manager**

The Issuer Account Bank acknowledges that, if it receives notice in writing from the Security Trustee to the effect that:

- (a) the Note Trustee has served an Enforcement Notice on the Issuer; or
- (b) that the appointment of U.S. Bank Global Corporate Trust Limited as Cash Manager under the Cash Management Agreement has been terminated (but without prejudice to Clause 7.1 (*Issuer Account Bank to Comply with Cash Manager's instructions*)),

all right, authority and power of the Cash Manager in respect of the Issuer Accounts shall be terminated and be of no further effect and the Issuer Account Bank agrees that it shall comply solely with the directions of:

- (i) upon receipt of a notice from the Security Trustee to the effect that the Note Trustee has served an Enforcement Notice on the Issuer, the Security Trustee; or
- (ii) upon receipt of a notice from the Security Trustee that the appointment of U.S. Bank Global Corporate Trust Limited as Cash Manager has been terminated, any successor cash manager appointed by the Issuer (subject to such successor cash manager having entered into an agreement with the Issuer Account Bank on substantially the same terms as this Agreement) in relation to the operation of each of the Issuer Accounts.

#### **7.5 Issuer Account Bank not liable for consequential losses**

Liabilities arising under Clauses 7.3 (*Liability of Issuer Account Bank*) shall be limited to the amount of the actual loss of the Issuer or Security Trustee, as applicable. Such actual loss shall be determined (i) as at the date of default of the Issuer Account Bank or, if later, the date on which the loss arises as a result of such default and (ii) without reference to any special conditions or circumstances whether or not known to the Issuer or the Security Trustee at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Issuer Account Bank be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, indirect or consequential loss or damage, whether or not the Issuer or the Security Trustee has been advised of the possibility of such loss or damages and regardless of whether any claim for loss or damage is made in negligence, for breach of contract, or otherwise.

#### **7.6 Force Majeure**

The liability of the Issuer Account Bank under Clause 7.3 (*Liability of Issuer Account Bank*) will not extend to any claims, loss, liability, costs, expenses and damages arising through any acts, events or circumstances not reasonably within its control including (without limitation):

- (a) Liabilities arising from nationalisation, expropriation or other governmental actions;
- (b) any Applicable Law, order or regulation of a governmental, supranational or regulatory body;

- (c) market conditions which prevent or materially adversely affect the execution or settlement of transactions or the value of assets;
- (d) breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems;
- (e) natural disasters or acts of God;
- (f) war, terrorism, insurrection or revolution; and
- (g) strikes, lock-outs, sit-ins or industrial action (other than strikes, lock-outs, sit-ins and industrial disturbances which are specific to the Issuer Account Bank and over which the Issuer Account Bank could reasonably exercise control).

#### **7.7 Investments and holding of assets**

Notwithstanding any other term of this Agreement, the Issuer Account Bank shall not be liable for any claim, loss, liability, costs, expenses and/or damages arising as a result of the general risk of investment in or solely by virtue the holding of assets in any jurisdiction.

### **8. CHANGE OF SECURITY TRUSTEE OR ISSUER ACCOUNT BANK**

#### **8.1 Change of Security Trustee**

- (a) If there is any change in the identity of the Security Trustee in accordance with the Irish Deed of Charge, the Issuer Account Bank, the Cash Manager and the Issuer shall execute such documents and take such action as the successor security trustee and the outgoing Security Trustee may require for the purpose of vesting in the successor security trustee the rights and powers of the outgoing Security Trustee under this Agreement and releasing the outgoing Security Trustee from its future obligations under this Agreement.
- (b) It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities to the Issuer Account Bank, the Cash Manager or the Issuer under this Agreement notwithstanding any provision herein and that the Security Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Clause 23 (*Amendments*). Any liberty or right which may be exercised (or not exercised, as the case may be) or determination which may be made under this Agreement by the Security Trustee may be exercised (or not exercised, as the case may be) or made in the Security Trustee's absolute discretion or as directed by the Note Trustee pursuant to the Deeds of Charge without any obligation to give reasons therefor and the Security Trustee shall not be responsible for any Liability occasioned by so acting but subject always to the provisions of the Irish Deed of Charge. Without prejudice to the obligations of the Issuer, neither the Security Trustee nor any Receiver appointed pursuant to the Irish Deed of Charge shall be liable to pay any amounts due under this Agreement, subject as provided in Clause 6.3 (*Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement*) of the Irish Deed of Charge.

#### **8.2 Change of Issuer Account Bank**

If there is any change in the identity of the Issuer Account Bank, the other parties to this Agreement shall execute such documents and take such actions as the successor issuer account bank and the outgoing Issuer Account Bank and the Security Trustee may require for the purpose of vesting in the successor issuer account bank the rights and obligations of the outgoing Issuer

Account Bank and releasing the outgoing Issuer Account Bank from its future obligations under this Agreement.

### 8.3 **Change of Cash Manager**

If there is any change in the identity of the Cash Manager, the other parties to this Agreement shall execute such documents and take such actions as the successor cash manager and the outgoing Cash Manager and the Security Trustee may require for the purpose of vesting in the successor cash manager the rights and obligations of the outgoing Cash Manager and releasing the outgoing Cash Manager from its future obligations under this Agreement.

## 9. **TERMINATION**

### 9.1 **Termination Events**

The Issuer (with the operational assistance of the Cash Manager):

- (a) may (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts in the event that the matters specified in paragraphs (i) to (iii) (inclusive) below occur; and
- (b) shall (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts in the event that any of the matters specified in paragraphs (iv) to (v) (inclusive) below occur,

in each case by serving a written notice of termination on the Issuer Account Bank (with a copy to the Cash Manager and the Security Trustee) (such termination to be effective on the third Business Day following service of such notice subject as provided below) in any of the following circumstances (each an "**Issuer Account Bank Termination Event**"):

- (i) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any Issuer Accounts; or
- (ii) default by the Issuer Account Bank in the performance of its material obligations under this Agreement which continues unremedied for a period of 20 Business Days after receiving notice or becoming aware of such default; or
- (iii) if the Issuer Account Bank materially breaches its obligations under this Agreement, any of the Deeds of Charge or any other Transaction Document to which the Issuer Account Bank is a party provided the Issuer acting reasonably and following receipt of a Rating Agency Confirmation from each Rating Agency determines that termination of this Agreement following such breach would not adversely affect the then ratings of the Notes; or
- (iv) if the Issuer Account Bank fails to maintain the Account Bank Rating and the Issuer does not, within 60 calendar days of such occurrence, take, or procure to be taken, any of the actions referred to in Clause 4.5 of the Cash Management Agreement; or
- (v) if an Insolvency Event occurs in respect of the Issuer Account Bank.

### 9.2 **Notification of Termination Event**

Each of the Issuer, the Cash Manager and the Issuer Account Bank undertakes and agrees to notify the Security Trustee in accordance with Clause 5 (*Notices and Service of Process*) of the

Master Definitions and Construction Schedule promptly upon becoming aware of any Issuer Account Bank Termination Event or any event which with the giving of notice or lapse of time or certification would constitute the same pursuant to Clause 9.3 (*Termination by Security Trustee*).

### 9.3 **Termination by Security Trustee**

Following the delivery of an Enforcement Notice on the Issuer, the Security Trustee may serve a notice of termination on the Issuer Account Bank at any time.

### 9.4 **Automatic Termination**

This Agreement shall automatically terminate (if not terminated earlier pursuant to this Clause 9) on the date falling 90 days after all Secured Obligations have been irrevocably discharged in full and the balance of amounts standing to the credit of all Issuer Accounts has been reduced to zero. The Cash Manager shall as soon as is reasonably practicable send notice to the Issuer Account Bank if termination has or will occur in accordance with this Clause 9.4.

### 9.5 **Termination by Issuer Account Bank**

(a) The Issuer Account Bank may terminate this Agreement and cease to operate any of the Issuer Accounts at any time:

- (i) on giving not less than 30 days' prior written notice (or such shorter period as may be reasonable in the circumstances where termination is due to fraud, material non-compliance with the Issuer Account Bank's terms and conditions relating to the relevant Issuer Accounts or material default by the Issuer under this Agreement) thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date to each of the other parties hereto without assigning any reason therefor other than to specify that such termination is in accordance with this Clause 9.5(a)(i); and
- (ii) on giving not less than 30 days' prior written notice thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date to each of the other parties hereto if the Issuer Account Bank shall have demanded payment of its due charges or any interest and the same shall have remained unpaid for a period of one month provided that if the relevant amounts have been paid on or before the date six weeks after the date of delivery of such notice then the notice shall have no effect,

provided that in each case, such termination shall not take effect until a replacement financial institution or institutions (i) fulfilling the Account Bank Rating; and (ii) which is a bank which is capable of paying interest without withholding or deduction on account of tax to the Issuer shall have entered into an agreement on terms commercially acceptable in the market, pursuant to which the substitute account bank agrees to assume and perform all the material duties and obligations of the Issuer Account Bank under this Agreement, subject to the prior written consent of the Security Trustee. If, by the day falling 10 days before the expiry of any notice, such a successor replacement financial institution has not been selected, the Issuer Account Bank shall be entitled, on behalf of the Issuer, to appoint in its place a successor complying with the requirements set out in this paragraph which the Issuer and Security Trustee shall approve.

(b) In the event of a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement, the Issuer Account Bank shall use reasonable efforts to assist the other parties hereto to effect an orderly transition of the banking arrangements

documented hereby or thereby, except where termination is a result of fraud or material default by the Issuer under this Agreement, in which case, the Issuer Account Bank may but shall not be obligated to assist the parties hereto to effect an orderly transition and termination of the banking arrangements and termination of the banking arrangements.

- (c) In all cases, the Issuer Account Bank shall not be responsible for any costs or expenses occasioned by a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement.
- (d) In all cases, the Issuer Account Bank shall not be bound to supervise or be responsible in any way for any loss incurred by reason of misconduct or default on the part of the successor Issuer Account Bank appointed in accordance with this Agreement.

#### **9.6 Loss of Account Bank Ratings**

If the Issuer Account Bank no longer has the Account Bank Ratings, the Issuer shall (with the operational assistance of the Cash Manager), within 30 calendar days following the first day on which such downgrade occurred, either:

- (a) close the relevant Issuer Accounts held with the Issuer Account Bank (including, for the avoidance of doubt, the Deposit Account) and use all reasonable endeavours to open replacement accounts with a financial institution (i) having all of the Account Bank Ratings; and (ii) which is a bank which is capable of paying interest without withholding or deduction on account of tax to the Issuer; or
- (b) use all reasonable endeavours to obtain a guarantee of the obligations of such Issuer Account Bank under this Agreement from a financial institution (i) having all of the Account Bank Ratings; and (ii) which is a bank which is capable of paying interest without withholding or deduction on account of tax to the Issuer; or
- (c) take such other reasonable actions as may be required to ensure that the then current rating of the Notes are not adversely affected by the Issuer Account Bank ceasing to have all of the Account Bank Ratings.

#### **9.7 Merger**

Any corporation into which the Issuer Account Bank may be merged or converted, or any corporation with which the Issuer Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Issuer Account Bank shall be a party, or any corporation to which the Issuer 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 and subject to any credit rating requirements set out in this Agreement, become the successor issuer 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, unless otherwise required by the Issuer or the Security Trustee, and after the said effective date all references in this Agreement to the Issuer Account Bank shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer and (following delivery of an Enforcement Notice) the Security Trustee by the Issuer Account Bank.

#### **10. FURTHER ASSURANCE**

The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or reasonably desirable to give full effect to the arrangements contemplated by this Agreement.



## 11. CONFIDENTIALITY

### 11.1 Confidentiality of Information

Each party to this Agreement agrees that during the term of this Agreement and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may have obtained as a result of the execution of this Agreement or of which it may otherwise have come into the possession of as a result of the performance of its obligations in respect of the Transaction.

### 11.2 Disapplication of confidentiality provisions

The parties to this Agreement shall use all reasonable endeavours to prevent any such disclosure referred to in Clause 11.1 (*Confidentiality of Information*), provided that Clause 11.1 (*Confidentiality of Information*) shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 11;
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 11 or as a result of the unauthorised or improper conduct of the recipient;
- (e) to the disclosure of any information:
  - (i) to any of the Rating Agencies;
  - (ii) in order to obtain the admission of the Offered Notes to the Official List;
  - (iii) in connection with the admission of the Offered Notes to trading on the regulated market of Euronext Dublin;
  - (iv) in connection with the listing and admission to trading of the Class R1 Notes and the Class R2 Notes on the Vienna MTF; or
  - (v) which is necessary or desirable to provide to prospective investors in the Notes;
- (f) to the extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including any official bank examiners or regulators or Euronext Dublin or the Vienna MTF or the CBI or the Financial Conduct Authority or the Prudential Regulation Authority);
- (g) to the extent that the recipient needs to disclose any information to any of its employees, provided that before any such disclosure, the relevant party shall make the relevant employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees;

- (h) to the extent that the recipient needs or wishes to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes including, without prejudice to any Secured Creditor or, in the case of the Security Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee;
- (i) to the disclosure of any information to an affiliate, prospective affiliate, prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 11; or
- (j) to the disclosure of any information to professional advisers to, or agents of, any party to this Agreement who receive the same under a duty of confidentiality.

### 11.3 Forms of monitoring or recording

The Issuer agrees to the use of any form of telephonic or electronic monitoring or recording by the Issuer Account Bank according to the Issuer Account Bank's standard operating procedures or as the Issuer Account Bank deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Agreement.

## 12. COSTS

The Issuer agrees to pay the properly incurred costs (including properly incurred legal costs and expenses and any amounts representing Irrecoverable VAT in respect thereof) of the Issuer Account Bank in connection with the negotiation and execution of any further documents and the taking of any further action to be executed or taken pursuant to Clause 8 (*Change of Security Trustee or Issuer Account Bank*), Clause 9 (*Termination*) (other than Clauses 9.1(b)(iii) to (v) (*Termination Events*)), Clause 9.4 (*Automatic Termination*) and Clause 10 (*Further Assurance*) and otherwise in connection with this Agreement (including under Clause 3.11 (*Reliance on advisers*)) or any amendment thereof. All amounts payable under this Clause 12 will be made in accordance with the Pre-Enforcement Priority of Payments or as the case may be, the Post-Enforcement Priority of Payments. The Issuer agrees to pay any and all stamp, registration and other similar documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Issuer Account Bank.

## 13. LANGUAGE

13.1 Any notice given in connection with this Agreement must be in English.

13.2 Any other document provided in connection with this Agreement must be:

- (a) in English; or
- (b) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

## 14. INTEREST

14.1 Each of the Issuer Accounts held with the Issuer Account Bank shall bear interest at the standard rate applied by the Issuer Account Bank to its customer accounts or such other rate as may be

agreed from time to time between the Issuer (or following the delivery of an Enforcement Notice, the Security Trustee) and the Issuer Account Bank.

14.2 The Issuer Account Bank may from time to time vary the rate of interest specified in clause 14.1 above:

- (a) to such other rate of interest as may be agreed between the Issuer (or following the delivery of an Enforcement Notice, the Security Trustee) and the Issuer Account Bank; or
- (b) in the event of the Issuer (or following the delivery of an Enforcement Notice, the Security Trustee) and the Issuer Account Bank failing to agree a rate of interest pursuant to (a) above, to such rate of interest as is then offered by the Issuer Account Bank to its clients for similar accounts.

14.3 Interest shall be credited to or debited from the relevant Issuer Account in accordance with the Issuer Account Bank's usual procedures for crediting or debiting interest to such amount.

14.4 To the extent the rate of interest applied to an Issuer Account is a negative number, the amount of negative interest due to the Issuer Account Bank shall be deemed a cost of the Issuer Account Bank that is payable to the Issuer Account Bank in accordance with the applicable Priority of Payments.

## 15. **WITHHOLDING**

15.1 All payments by the Issuer Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, in which event the Issuer Account Bank shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) pay to the relevant taxation or other authorities within the period for payment permitted by Applicable Law the full amount of the deduction or withholding. The Issuer acknowledges and agrees that the Issuer Account Bank may debit any amount held for it in satisfaction of such deduction or withholding;
- (c) furnish to the Issuer or the Security Trustee (as the case may be) within the period for payment permitted by the relevant law, either:
  - (i) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
  - (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- (d) account to the Issuer in full by credit to the relevant Issuer Account for an amount equal to the amount of any relief, rebate, repayment or reimbursement of any deduction or withholding which the Issuer Account Bank has made pursuant to this Clause 15 and which is subsequently received by the Issuer Account Bank.

15.2 If the Issuer Account Bank is required to make a deduction or withholding pursuant to Clause 15.1 above, without prejudice to Clause 15.1(d), it shall not pay an additional amount in respect of that deduction or withholding to the Issuer.

**16. REPRESENTATIONS**

16.1 The Issuer Account Bank makes the following representations and warranties to the Issuer and the Security Trustee:

- (a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and is not subject to any Insolvency Event;
- (b) it has full power and all necessary authority has been obtained and action taken for it to perform its obligations under this Agreement and this Agreement constitutes its legal, valid, binding and enforceable obligation;
- (c) on the Closing Date, it has at least the Account Bank Ratings; and
- (d) it is a bank which is capable of paying interest without withholding or deduction on account of tax to the Issuer.

16.2 The Issuer Account Bank will procure that any of its successors or assigns will provide the same representation and undertaking as to its tax status as is provided by the Issuer Account Bank in Clause 16.1 above.

**17. OTHER INTERESTS**

Any of the Issuer Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes with the same rights that it or he would have had if the Issuer Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, and may act on, or as depositary, trustee or agent for, any committee or body of Noteholders or other obligations of the Issuer, as freely as if the Issuer Account Bank were not appointed under this Agreement without regard to the interests of the Issuer 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.

**18. ENTIRE AGREEMENT**

This Agreement, the schedules hereto, the Deeds of Charge and the Master Definitions and Construction Schedule together constitute the entire agreement and understanding between the parties in relation to the subject matter hereof and cancel and replace any other agreement or understanding in relation thereto. The Issuer acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

**19. PARTIAL INVALIDITY**

The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

**20. AGENCY**

20.1 The Issuer Account Bank agrees and confirms that, unless otherwise notified by the Issuer or the Security Trustee, the Cash Manager, as agent of the Issuer, may act on behalf of the Issuer under this Agreement.

20.2 The Issuer Account Bank shall be entitled to rely upon any order, judgement, award, decision, decree, certification, demand, notice, or other written instrument including any requirement and/or request for information delivered by a person or Authority delivered to it hereunder without being

required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof. The Issuer Account Bank may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so.

21. **WAIVER**

No waiver of this Agreement or any provision(s) of this Agreement shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

22. **ASSIGNMENT**

Subject as provided in or contemplated by Clauses 6.1(d) (*Restriction on Issuer Account Bank's Rights*), 8.2 (*Change of Issuer Account Bank*) and 9.5 (*Termination by Issuer Account Bank*):

- (a) the Issuer Account Bank may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Issuer and the Security Trustee; and
- (b) the Issuer may not assign or transfer any of its rights or obligations hereunder (other than by way of security pursuant to the Deeds of Charge) without the prior written consent of the Issuer Account Bank and the Security Trustee.

23. **AMENDMENTS**

Subject to Clause 23 (*Modification*) of the Trust Deed, any amendment, modification or variation to this Agreement may only be made with the prior written consent of each party to this Agreement.

24. **SECURITY TRUSTEE**

- (a) The Security Trustee has agreed to become a party to this Agreement only for the purpose of taking the benefit of contractual provisions expressed to be given in its favour, enabling better preservation and enforcement of its rights under this Agreement and the Deeds of Charge and for administrative ease associated with matters where its consent is required. The Security Trustee shall not assume any Liabilities or obligations under this Agreement unless such obligation or Liability is expressly assumed by the Security Trustee in this Agreement.
- (b) All the provisions of the Deeds of Charge and the Trust Deed relating to the exercise by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

25. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

26. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts (including by facsimile), all of which, taken together, shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart (including by facsimile).

27. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

28. **SUBMISSION TO JURISDICTION**

Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first before written.

**SCHEDULE 1**

**Form of Account Mandate**

## **SCHEDULE 2**

### **Authorised Representatives**

#### **Cash Manager:**

Those individuals listed in the payment instruction signatory list dated on or about the date of this Agreement as provided by the Cash Manager to the Issuer Account Bank on or about the date of this Agreement.

#### **Security Trustee:**

Those individuals appointed under the power of attorney made by U.S. Bank Trustees Limited on or about the date of this Agreement as provided by the Security Trustee to the Issuer Account Bank on or about the date of this Agreement.



**SIGNATORIES**

**ISSUER**

**SIGNED** for and on behalf of  
**FINANCE IRELAND RMBS NO. 3 DESIGNATED ACTIVITY COMPANY**  
as Issuer

By: \_\_\_\_\_

Name: Gustavo Nicolosi

Title: Attorney

**CASH MANAGER**

\_\_\_\_\_  
**SIGNED FOR AND ON BEHALF OF** )  
**U.S. BANK GLOBAL CORPORATE TRUST LIMITED** )  
in its role as Cash Manager )  
acting by a duly authorised Signatory: )  
)

By: \_\_\_\_\_

Name:

Title:

**SIGNATORIES**

**ISSUER**

**SIGNED** for and on behalf of  
**FINANCE IRELAND RMBS NO. 3 DESIGNATED ACTIVITY COMPANY**  
as Issuer


By: \_\_\_\_\_

Name:

Title: Attorney

**CASH MANAGER**

\_\_\_\_\_  
**SIGNED FOR AND ON BEHALF OF** )  
**U.S. BANK GLOBAL CORPORATE TRUST LIMITED** )  
in its role as Cash Manager )  
acting by a duly authorised Signatory: )  
 )

By:  \_\_\_\_\_

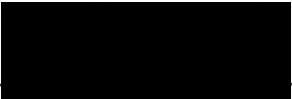
Name:

**John Collins**  
Authorised Signatory

Title:

**ISSUER ACCOUNT BANK**

\_\_\_\_\_  
**SIGNED FOR AND ON BEHALF OF** )  
**ELAVON FINANCIAL SERVICES DAC** )  
In its role as Issuer Account Bank )  
acting by a duly authorised Signatory: )  
 )

By: \_\_\_\_\_

Name:

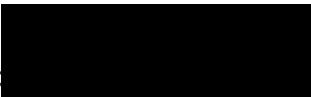
**John Collins**

Title:

**Authorised Signatory**

**SECURITY TRUSTEE**

\_\_\_\_\_  
**SIGNED FOR AND ON BEHALF OF** )  
**U.S. BANK TRUSTEES LIMITED** )  
In its role as Security Trustee )  
acting by a duly authorised Signatory: )  
 )

By: \_\_\_\_\_

Name:

**John Collins**

Title:

**Authorised Signatory**