

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

Representations and Agreements for Irish Tax to be included in DTC Letter of Representations for Debt Securities

Name of Issuer and Co-Issuer(s), if applicable

Security Description including series designation, if applicable

CUSIP number(s) of the securities

To induce DTC to accept Issuer's Securities as eligible for deposit at DTC:

1. Issuer hereby represents and warrants that the issuance of the Securities, the registration of the Securities in the name of Cede & Co., the transfer of the Securities to or from Cede & Co., the deposit and withdrawal of the Securities to or from DTC, the transfer of interests in the Securities on the books of DTC and, if the terms of the Securities so provide, the conversion or exchange of the Securities into other securities or obligations in accordance with the terms of the Securities, will not subject Cede & Co. or DTC to any Irish stamp duty pursuant to the Stamp Duties Consolidation Act, 1999 of Ireland (as the same may be amended or replaced from time to time, the "Stamp Act"), or any other stamp duty, stamp duty reserve tax, transfer or documentary tax, or similar tax, charge, duty or levy imposed from time to time (collectively, a "Tax").
2. Issuer hereby agrees to indemnify and hold harmless DTC and Cede & Co. and their respective affiliates from any Tax (and any interest, charge, penalty or the like payable in respect of any such Tax) and any and all losses, costs, expenses, liabilities or damages, including, without limitation, attorney's fees and costs, imposed upon or incurred by DTC or Cede & Co. in connection with any such Tax arising out of or based upon the issuance of the Securities, the registration of the Securities in the name of Cede & Co., the transfer of the Securities to or from Cede & Co., the deposit and withdrawal of the Securities to or from DTC, the transfer of interests in the Securities on the books of DTC, or the conversion or exchange of the Securities into other securities or obligations. If any principal amount of or interest on the Securities is converted into or exchanged for other securities or obligations, by means of a "bail-in" or otherwise (collectively, a "Conversion"), the provisions of this paragraph 2 shall apply equally with respect to such other securities and obligations. If there are Co-Issuers of the Securities, the obligations of the Issuer and such Co-Issuer(s) under this paragraph 2 shall be joint and several.
3. Issuer hereby represents that (check one and complete any applicable blank):

(a) the Securities qualify for the exemption from Irish stamp duty contained in Section 85(2)____ of the Stamp Act;

(b) the Securities qualify for the exemption from Irish stamp duty for a “foreign loan security” contained in Schedule 1 of the Stamp Act under the heading of “Conveyance or Transfer on sale of any stocks or marketable securities”; or

(c) the Securities do not qualify for the exemption from Irish stamp duty stated in (a) or (b) above, but the Issuer has a reasonable basis for making the representations and warranties set forth in paragraph 1 hereof because _____

4. Issuer hereby agrees that if any of the matters set forth in paragraph 1 or 3 hereof are not true and correct, Issuer shall immediately notify DTC of such fact, and that, without limiting DTC’s rights under paragraph 2 hereof, DTC may cease providing its services in connection with the Securities. Issuer hereby waives any right to appeal any such decision by DTC or any determination by DTC that the Securities cease to be eligible for deposit at DTC.
5. Issuer hereby agrees to notify DTC of any Conversion in accordance with the requirements of DTC’s Operational Arrangements, as they may be amended from time to time. Notwithstanding the preceding sentence, if the Issuer or the Securities are subject to any “bail-in” powers, Issuer hereby covenants that (a) it shall notify DTC as soon as possible upon becoming aware that any bail-in power is likely to be exercised or, if earlier, has been exercised, with the result that there may be or has been a Conversion, (b) following such notification, it shall provide such additional details to DTC as DTC may request and (c) without limiting DTC’s rights under paragraph 2 hereof, DTC may cease providing its services in connection with the Securities in the event that the bail-in power is likely to be exercised or has been exercised, with the result that there may be or has been a Conversion. Issuer hereby waives any right to appeal any such decision by DTC or any determination by DTC that the Securities cease to be eligible for deposit at DTC.
6. This Representations and Agreements for Irish Tax rider (this “Rider”) shall be governed by and construed in accordance with the laws of the State of New York. Issuer hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the Borough of Manhattan in the City of New York in any action or proceeding arising out of or relating to this Rider and agrees that any such action or proceeding shall be brought only in such courts. Issuer hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding brought in such courts or any claim that any such action or proceeding brought in such courts has been brought in an inconvenient forum.

Issuer

By: _____

Authorized Officer’s Signature

Print Name

Date



In signing this Rider, Co-Issuer agrees to and shall be bound by all “Issuer” representations, warranties, agreements, covenants, waivers and submissions.

Co-Issuer, if applicable

By:

Authorized Officer's Signature

Print Name

Date