

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED) OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the Prospectus attached to this electronic transmission (the "**Prospectus**"), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In accessing the Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE NOTES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) ("**U.S. PERSONS**") EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**").

THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY RULE 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), THE NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S UNDER THE SECURITIES ACT. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON, (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES.

AN INVESTMENT IN THE NOTES IS NOT SUBJECT TO RESTRICTION UNDER THE U.S. VOLCKER RULE AS AN INVESTMENT IN AN OWNERSHIP INTEREST IN A COVERED FUND.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

In order to be eligible to make an investment decision with respect to the Notes, investors must not be U.S. persons. By accessing the Prospectus, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the Prospectus by electronic transmission, (c) you are not a U.S. person or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and (d) if you are a person in the United Kingdom, then you are a person who (i) is an investment professional within the meaning of Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**FPO**") or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer nor the Transaction Parties or any person who controls any such person or any director, officer, employee or agent of any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Issuer and Citigroup Global Markets Limited.

MULCAIR SECURITIES NO.2 DESIGNATED ACTIVITY COMPANY

Note Class	Initial Principal Amount	Issue Price	Interest Rate/ Reference Rate	Margin / Step-Up Margin	Additional Note Payment	Pre-enforcement Redemption Profile	Step-Up Date/ Additional Note Payment Date	Final Maturity Date	Ratings DBRS / S&P
A	€233,972,000	100.00%	3 month EURIBOR	0.85% / 1.50%	N/A	Pass through amortisation	24 April 2024	24 April 2072	AAA (sf) / AAA (sf)
B	€22,906,000	100.00%	3 month EURIBOR	1.35% / 2.00%	N/A	Pass through amortisation	24 April 2024	24 April 2072	AA (sf) / AA (sf)
C	€15,544,000	98.87%	3 month EURIBOR	1.50% / 2.50%	N/A	Pass through amortisation	24 April 2024	24 April 2072	A (low) (sf) / A (sf)
D	€13,907,000	97.18%	3 month EURIBOR	1.50% / 1.50%	2.00%	Pass through amortisation	24 April 2024	24 April 2072	BBB (low) (sf) / BBB (sf)
E	€8,181,000	93.68%	3 month EURIBOR	1.50% / 1.50%	3.00%	Pass through amortisation	24 April 2024	24 April 2072	BB (sf) / BB+ (sf)
F	€4,909,000	90.56%	3 month EURIBOR	1.50% / 1.50%	4.00%	Pass through amortisation	24 April 2024	24 April 2072	BB (low) (sf) / B+ (sf)
Z	€27,815,000	65.91%	Class Z Note Interest Amount	N/A	N/A	Pass through amortisation	24 April 2024	24 April 2072	N/A
VRR Loan	€17,222,000	N/A	VRR Payment Amounts	N/A	N/A	N/A	N/A	24 April 2072	N/A

Notes

*The margin on the Class A Notes, the Class B Notes and the Class C Notes will increase to the Step-Up Margin on and from the Step-Up Date.**Additional Note Payments can be paid in respect of the Class D Notes, the Class E Notes and the Class F Notes on and from the Interest Payment Date immediately following the Step-Up Date. Payments of Additional Note Payments are subordinated to payments of interest on the Notes. Payments of Additional Note Payments are not rated and may be deferred and non-payment thereof shall not be an Event of Default in any circumstances.

ARRANGER and LEAD MANAGER

Citigroup Global Markets Limited

The date of this Prospectus is 23 June 2021

Issue Date:

Mulcair Securities No. 2 Designated Activity Company (the "**Issuer**") will issue €233,972,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class A Notes**"), €22,906,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class B Notes**"), €15,544,000 Class C Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class C Notes**"), €13,907,000 Class D Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class D Notes**"), €8,181,000 Class E Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class E Notes**"), €4,909,000 Class F Residential Mortgage Backed Floating Rate Notes due 2072 (the "**Class F Notes**") and €27,815,000 Class Z Residential Mortgage Backed Notes due 2072 (the "**Class Z Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the "**Notes**") on or about 25 June 2021 (the "**Closing Date**").

The Margin for the Class A Notes, the Class B Notes and the Class C Notes will be increased to the Step-Up Margin on and from the Step-Up Date. Additional Note Payments will be due on the Class D Notes, the Class E Notes and the Class F Notes on and from the Interest Payment Date immediately following the Step-Up Date.

Stand-alone/programme issuance:

Stand-alone issuance

Step-Up Date

The Step-Up Date is the Interest Payment Date falling on 24 April 2024.

Underlying Assets:

The Issuer will make payments on the Notes and in respect of the VRR Loan from, *inter alia*, payments of principal and interest on a portfolio of loans (the "**Mortgage Portfolio**") comprising Secured Mortgage Loans and Unsecured Loans. In this Prospectus, the Secured Mortgage Loans and the Unsecured Loans are together referred to as the "**Mortgage Loans**".

"**Secured Mortgage Loan**" means a loan, secured by a Mortgage and its Related Security, sold or to be sold to the Issuer on the Closing Date but excluding (for the avoidance of doubt) a Secured Mortgage Loan and its Related Security which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

The Secured Mortgage Loans in the Mortgage Portfolio are non-performing exposures from a regulatory perspective as at the Cut-Off Date.

"**Unsecured Loan**" means a loan which represents residual debt owed by a borrower to an Original Lender in circumstances where the underlying property collateral has been sold as at the Cut-Off Date, with such loan sold or to be sold to the Issuer on the Closing Date but excluding (for the avoidance of doubt) an Unsecured Loan which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

As at the Cut-Off Date, the aggregate balance of Unsecured Loans in the Mortgage Portfolio is €6,884,328. The Unsecured Loans are included in the Mortgage Portfolio as the relevant borrower in respect of the Unsecured Loans is also a borrower in respect of certain of the Secured Mortgage Loans.

The Mortgage Loans were originated by The Governor and Company of the Bank of Ireland ("**Bank of Ireland**" or "**BOI**"), Bank of Ireland Mortgage Bank ("**BOIMB**") and ICS Building Society ("**ICS**") (together the "**Original Lenders**" and each an "**Original Lender**").

In September 2014, the business of ICS was transferred to Bank of Ireland by way of a statutory transfer scheme under Part III of the Central Bank Act 1971. Accordingly, Bank of Ireland is the legal and beneficial owner of loans in the Mortgage Portfolio originated by ICS. Certain loans in the Mortgage Portfolio originated by Bank of Ireland prior to 5 July 2004 were transferred by Bank of Ireland to BOIMB by way of a statutory transfer scheme under section 58 of the Asset Covered Securities Act 2001 (as amended) (the "**2001 ACS Act**"). BOIMB holds legal title to these loans and to all loans in the Mortgage Portfolio originated by BOIMB (together, the "**BOIMB Loans**"). BOIMB sold the beneficial interest in the BOIMB Loans to Bank of Ireland under a mortgage sale agreement dated on or immediately prior to the Closing Date. Accordingly, the beneficial interest in all of the loans in the Mortgage Portfolio is held by Bank of Ireland, while the legal title to the loans in the Mortgage Portfolio is held by either Bank of Ireland (these loans, the "**BOI Loans**") or, in respect of the BOIMB Loans, BOIMB.

The Mortgage Loans comprise owner occupier (including primary dwelling houses ("**PDH**")) mortgage loans (the "**Owner Occupier Mortgage Loans**") and buy-to-let mortgage loans (the "**Buy-to-Let Mortgage Loans**").

Bank of Ireland (the "**Seller**") will sell its beneficial interest in the Mortgage Portfolio to the Issuer on the Closing Date.

Please refer to the sections entitled "*The Mortgage Portfolio*" and "*Sale of Mortgage Portfolio*" below for further information.

Credit Enhancement:

Credit enhancement features:

- (a) Subordination of junior ranking Notes;
- (b) Senior Reserve Fund;
- (c) General Reserve Fund; and
- (d) excess Available Revenue Receipts.

Please refer to sections entitled "*Key Structural Features*" and "*Cashflows and Cash Management*" for further information.

Liquidity Support:

Liquidity support features:

- (a) Senior Reserve Fund;
- (b) General Reserve Fund; and
- (c) Principal Receipts may be applied to make up any Remaining Senior Revenue Shortfall and any Remaining Revenue Shortfall.

Please refer to the section entitled "*Key Structural Features*" for further information.

Redemption Provisions:

Information on any optional and mandatory redemption of the Notes is summarised on page 68 (*Transaction Overview – Overview of Terms and Conditions of the Notes*) and is set out in full in Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation*).

Credit Rating Agencies:

In this Prospectus, (a) "**Rating Agencies**" means each of DBRS and S&P (each a "**Rating Agency**"); (b) "**DBRS**" means (i) for the purpose of identifying which DBRS entity has assigned the relevant credit rating (if any) to the Rated Notes (as further described below), DBRS Ratings GmbH (and any successor to this rating activity), and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the EU CRA Regulation (as defined below), as it appears from the latest available list published by the European Securities and Markets Authority ("**ESMA**") on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>)(the "**ESMA**

Website"), or any other applicable regulation; and (c) **"S&P"** means S&P Global Ratings, a division of S&P Global Inc. (and, for the purpose of identifying which S&P entity has assigned the relevant credit rating (if any) to the Rated Notes (as further described below), S&P Global Ratings Europe Limited).

As of the date hereof, each of DBRS and S&P is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended, of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the **"EU CRA Regulation"**).

As such, each of the Rating Agencies is included in the list of credit rating agencies published by ESMA on the ESMA Website in accordance with the EU CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the EU CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the EU CRA Regulation and such registration is not refused.

The rating S&P has given to the Rated Notes is endorsed by S&P Global Ratings UK Limited, which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law in the United Kingdom by virtue of the European (Withdrawal) Act 2018 (the **"UK CRA Regulation"**).

The rating DBRS has given to the Rated Notes is endorsed by DBRS Ratings Limited, which is established in the UK and registered under the UK CRA Regulation.

Credit Ratings:

Ratings are expected to be assigned to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (the **"Rated Notes"**) as set out above on or before the Closing Date. The Class Z Notes will not be rated.

The ratings reflect the views of the Rating Agencies and are based on the Mortgage Loans, the Related Security and the freehold or leasehold residential properties which are subject to the relevant Mortgages (each a **"Property"** and together the **"Properties"**) and the structural features of the transaction.

The ratings assigned by DBRS and S&P respectively address (a) in respect of the Class A Notes, the timely receipt of interest and ultimate repayment of principal; and (b) in respect of each of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the ultimate payment of interest and principal. The ratings assigned by DBRS to the Class B Notes also address timely payment of interest when the Class B Notes are the Most Senior Class of Notes.

Payments of Additional Note Payments in respect of the Class D Notes, the Class E Notes and the Class F Notes are not rated and the ratings assigned by the Rating Agencies in respect of the Class D Notes, the Class E Notes and the Class F Notes do not address the likelihood of receipt of any amounts in respect of the Additional Note Payments.

The assignment of ratings to the Rated Notes is not a recommendation to invest in the Rated Notes. Any credit rating assigned to the Rated Notes may be revised, suspended or withdrawn at any time.

Listing:

This document comprises a prospectus for the purpose of Article 3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the **"Prospectus Regulation"**).

The Central Bank of Ireland (the "**Central Bank**") has approved this Prospectus as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to The Irish Stock Exchange plc (trading as Euronext Dublin ("**Euronext Dublin**")) for the Notes to be admitted to the official list of Euronext Dublin (the "**Official List**") and to trading on the regulated market of Euronext Dublin. Euronext Dublin is a regulated market for the purposes of Directive 2014/65/EU (as amended) ("**MIFID II**").

References in this Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to the Official List and to trading on Euronext Dublin's regulated market.

This Prospectus is valid for a period of 12 months from the date of approval. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when the Notes are admitted to the Official List and trading on the regulated market of Euronext Dublin.

Obligations:

The Notes and the VRR Loan will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be guaranteed by, or be the responsibility of, Bank of Ireland Group plc ("**BOIG**"), Bank of Ireland, BOIMB or any company within the same group of companies as the foregoing (the "**Group**"). The Notes will not be obligations of any Transaction Party other than the Issuer.

Benchmark:

Amounts payable under Notes will be calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**"). As at the date of this Prospectus, the European Money Markets Institute ("**EMMI**"), as the administrator of EURIBOR, is included in the ESMA public register of administrators and benchmarks in accordance with Article 36 of Regulation (EU) No. 2016/1011 (the "**Benchmark Regulation**").

Retention Undertaking:

On the Closing Date and until all the Notes have been redeemed in full, Bank of Ireland as originator (the "**Retention Holder**"), will retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6 of each of (i) Regulation (EU) 2017/2402, as amended, varied or substituted from time to time (the "**EU Securitisation Regulation**") together with any technical standards (which does not take into account any corresponding national measures) (the "**EU Retention**") and (ii) the EU Securitisation Regulation as it forms part of the domestic law of the United Kingdom pursuant to section 3 of the European Union (Withdrawal) Act 2018 of the United Kingdom (the "**EUWA**"), and as amended by the Securitisation Regulations 2018 (SI 2018/1288) and the Securitisation (Amendment) (EU Exit) Regulations 2019 (SI 2019/660) (the "**UK Securitisation Exit Regulations**") together with any technical standards, as amended, varied or substituted from time to time in the UK (the "**UK Securitisation Regulation**" and, together with the EU Securitisation Regulation, the "**Securitisation Regulations**") (the "**UK Retention**", and together with the EU Retention, the "**Retention**").

As at the Closing Date, the Retention will comprise the Retention Holder holding not less than 5 per cent. of the nominal value of each of the tranches sold or transferred to investors for the purposes of the securitisation in accordance with

Article 6 of each of the Securitisation Regulations. At the Closing Date, the Retention will consist of the Retention Holder making available the VRR Loan.

Any change to the manner in which such interest is held will be notified to the Noteholders. Please refer to the Section entitled "*Regulatory Disclosures*" for further information.

The transaction detailed in this Prospectus is not intended to involve the retention by a sponsor for purposes of compliance with the U.S. Risk Retention Rules, but rather it is intended to rely on an exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Except where such sale falls within the exemption provided by Rule 20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any Risk Retention U.S. Person. See the section entitled "*U.S. Risk Retention*" for further details.

Volcker Rule

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". Although other exclusions may be available to the Issuer, this conclusion is based on the exemption from the definition of "investment company" in the Investment Company Act provided by Section 3(c)(5)(C) thereunder.

VRR Loan

For the purposes of, *inter alia*, satisfying EU and UK risk retention requirements, the Retention Holder (the "**VRR Lender**") will, pursuant to the VRR Loan Agreement, make available the VRR Loan. As at the Closing Date, the principal amount of the VRR Loan will be equal to €17,222,000, being an amount equal to no less than 5 per cent. of (100/95) (the "**VRR Proportion**") of the aggregate principal amount of the Notes.

The VRR Loan will be made at a discount to its principal amount. The VRR Lender shall deduct the discount from the principal amount on advancing the VRR Loan to the Issuer.

Under the terms of the VRR Loan Agreement, the VRR Lender will be entitled to receive the VRR Proportion of interest, principal and other amounts received by the Issuer under the underlying assets (after taking account of amounts used to pay certain costs and expenses) (see the section entitled "*Description of the VRR Loan*" for more information).

This Prospectus therefore contains information relating to the VRR Loan to enable prospective Noteholders to understand the liabilities of the Issuer to the VRR Lender. All references in this Prospectus to the VRR Loan are included for information purposes only and in order to describe the VRR Loan insofar as it is relevant to the issue of the Notes. For the avoidance of doubt, the VRR Loan is not being offered under or pursuant to this Prospectus.

Significant Investor:

It is expected that on the Closing Date an investor (or related investors) will acquire all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes.

On the Closing Date, the VRR Lender will make available to the Issuer the VRR Loan pursuant to the VRR Loan Agreement in compliance with its risk retention requirements as described above.

Please refer to the section entitled "*Subscription and Sale*" for further information.

A "RISK FACTORS" SECTION BEGINNING ON PAGE 17 OF THIS PROSPECTUS CONTAINS DETAILS OF CERTAIN RISKS AND OTHER FACTORS THAT SHOULD BE GIVEN PARTICULAR CONSIDERATION

**BEFORE INVESTING IN THE NOTES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE RISKS
SUMMARISED WITHIN THAT SECTION.**

UNITED STATES DISTRIBUTION RESTRICTIONS

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE NOTES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS. THE NOTES WILL ONLY BE OFFERED AND SOLD OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS PURSUANT TO THE REQUIREMENTS OF REGULATIONS UNDER THE SECURITIES ACT. THERE IS NO UNDERTAKING TO REGISTER THE NOTES UNDER STATE OR FEDERAL SECURITIES LAW. THE NOTES CANNOT BE SOLD IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR ANY OTHER U.S. REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY RULE 20 OF THE U.S. RISK RETENTION RULES, THE NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY RISK RETENTION U.S. PERSONS. PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATIONS UNDER THE SECURITIES ACT. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON (UNLESS IT HAS OBTAINED A PRIOR WRITTEN CONSENT OF THE SELLER), (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE; AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES.

IMPORTANT NOTICES

THE NOTES AND THE VRR LOAN WILL BE OBLIGATIONS OF THE ISSUER ONLY. THE NOTES AND THE VRR LOAN WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES AND THE VRR LOAN WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE SELLER, THE LEGAL TITLE HOLDERS, THE VRR LENDER, THE ARRANGER, THE LEAD MANAGER, THE ADMINISTRATOR, THE REPLACEMENT ADMINISTRATOR FACILITATOR, THE DEPOSIT ACCOUNT BANK, THE COLLECTION ACCOUNT BANK, THE CORPORATE SERVICES PROVIDER, THE REGISTRAR, THE TRUSTEE, THE CASH MANAGER OR THE INTEREST RATE CAP PROVIDER (EACH AS DEFINED HEREIN), ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY SUCH ENTITIES OR ANY OTHER PARTY TO THE TRANSACTION DOCUMENTS (TOGETHER, THE "RELEVANT PARTIES"). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES OR THE VRR LOAN SHALL BE ACCEPTED BY ANY OF THE RELEVANT PARTIES OR BY ANY PERSON OTHER THAN THE ISSUER.

The distribution of this Prospectus, or any part thereof, and the offering of the Notes in certain jurisdictions may be restricted by law. No representation is made by the Issuer or by any Relevant Party that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering. In particular, save for obtaining the approval of this Prospectus as a prospectus for the purposes of the Prospectus Regulation by the Central Bank, no action has been or will be taken by the Issuer or any Relevant Party which would permit a public offering of the Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material

may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer, the Arranger and the Lead Manager to inform themselves about and to observe any such restriction. For a further description of certain restrictions on offers and sales of the Notes and distribution of this Prospectus (or any part hereof), see the section entitled "*Subscription and Sale*" below.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

THE VRR LOAN IS NOT BEING OFFERED PURSUANT TO THIS PROSPECTUS

Bank of Ireland, acting solely in its capacity as Seller, an Original Lender and a Legal Title Holder accepts responsibility for the information set out in the sections headed "*Regulatory Disclosures*", "*The Seller*", "*The Mortgage Portfolio*", "*Statistical Information on the Provisional Mortgage Portfolio*". To the best of the knowledge and belief of Bank of Ireland (having taken all reasonable care to ensure that such is the case), the information contained in such sections is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Bank of Ireland as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above, or any other information supplied in connection with the Notes or their distribution).

BOIMB, acting solely in its capacity as an Original Lender and a Legal Title Holder, accepts responsibility for the information set out in the section headed "*Bank of Ireland Mortgage Bank*". To the best of the knowledge and belief of BOIMB (having taken all reasonable care to ensure that such is the case), the information contained in such section is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by BOIMB as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes or their distribution.

Natixis (the "**Interest Rate Cap Provider**") accepts responsibility for the information set out in the section headed "*The Interest Rate Cap Provider*". To the best of the knowledge and belief of Interest Rate Cap Provider (having taken all reasonable care to ensure that such is the case), the information contained in such section is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Interest Rate Cap Provider as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes or their distribution.

CSC Capital Markets (Ireland) Limited solely acting in its capacity as Replacement Administrator Facilitator accepts responsibility for the information set out in the section headed "*Replacement Administrator Facilitator*". To the best of the knowledge and belief of the Replacement Administrator Facilitator (having taken all reasonable care to ensure that such is the case), the information contained in such section is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Replacement Administrator Facilitator as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes or their distribution.

The Bank of New York Mellon, London Branch solely acting in its capacity as Deposit Account Bank accepts responsibility for the information set out in the section headed "*The Deposit Account Bank and the Deposit Account Bank Agreement*". To the best of the knowledge and belief of the Deposit Account Bank (having taken all reasonable care to ensure that such is the case), the information contained in such section is in accordance with the facts and

does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Deposit Account Bank as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes or their distribution.

Neither the delivery of this Prospectus nor any sale or allotment made in connection with any offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the information contained in this Prospectus since the date of this Prospectus.

None of the Arranger, the Lead Manager or the Trustee makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or part thereof or any other information provided by the Issuer in connection with the Notes. None of the Arranger, the Lead Manager or the Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the Notes. Each potential purchaser of Notes should determine the relevance of the information contained in this Prospectus or part hereof and the purchase of Notes should be based upon such investigation as each purchaser deems necessary. None of the Arranger, the Lead Manager or the Trustee undertakes or shall undertake to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Notes of any information coming to the attention of the Arranger.

None of the Issuer, the Arranger, the Lead Manager or the Trustee makes any representation to any prospective investor or purchaser of the Notes regarding the legality of investment therein by such prospective investor or purchaser under applicable legal investment or similar laws or regulations.

No person has been authorised to give any information or to make any representation other than as contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Trustee, the directors of the Issuer, the Arranger or the Lead Manager.

None of the Arranger, the Lead Manager or the Trustee shall be responsible for any matter which is the subject of any statement, representation, warranty or covenant of the Issuer contained in the Notes or any Transaction Documents, or any other agreement or document relating to the Notes or any Transaction Document, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof. Each person receiving this Prospectus acknowledges that such person has not relied on the Arranger, the Lead Manager or the Trustee or on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

In connection with the issuance of the Notes as described in this Prospectus (the "**Transaction**"), the Arranger and the Lead Manager is acting exclusively for the Issuer and no one else. Accordingly, in connection with the Transaction, the Arranger and the Lead Manager will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients or for the giving of advice in relation to the Transaction. The Lead Manager will be paid a fee by the Issuer in respect of the placement of the Notes.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. No action has been taken by the Issuer, the Arranger or the Lead Manager other than as set out in the section entitled "*Listing and General Information*" of this Prospectus that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required.

The Notes will be represented by Global Notes which are expected to be deposited with a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank S.A. /N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and registered in the name of a nominee of the Common Safekeeper on the Closing Date.

The Global Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Global Notes are intended upon issue to be deposited with a Common Safekeeper for Euroclear and Clearstream,

Luxembourg and registered in the name of a nominee of the common safekeeper, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem (Eurosystem eligible collateral) either upon issue or at any or all times during their life. Such recognition will depend upon the satisfaction of Eurosystem eligibility criteria.

In this Prospectus all references to "euro", "€" or "EUR" are to the lawful currency of the Member States of the European Union that have adopted a single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty of European Union. References in this Prospectus to "Ireland" mean Ireland (excluding Northern Ireland).

Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank. The Issuer is not regulated by the Central Bank by virtue of the issue of the Notes.

IMPORTANT – EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II Product Governance / Professional Investor and ECP only Target Market Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

IMPORTANT – UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the UK by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

UK MiFIR product governance / Professional investors only target market Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the Financial Conduct Authority ("FCA") Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("UK MiFIR"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes should take into consideration the manufacturers'

target market assessment; however, a Distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Forward-Looking Statements and Statistical Information

Certain matters contained in this Prospectus are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on prepayment and certain other characteristics of the mortgage loans, and reflect significant assumptions and subjective judgments by the Issuer that may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "may", "will", "could", "believes", "expects", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and regulatory changes in the residential mortgage industry in Ireland.

This Prospectus also contains certain tables and other statistical analyses (the "**Statistical Information**"). Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which they are based reflect present market conditions or future market performance. The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice.

The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic.

None of the Arranger, the Lead Manager, the Trustee, the Legal Title Holders or the Seller has attempted to verify any forward-looking statements or Statistical Information, nor does it make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements or Statistical Information. None of the Issuer, the Arranger, the Lead Manager, the Trustee, the Legal Title Holders or the Seller or their respective affiliates assumes any obligation to update these forward-looking statements or Statistical Information or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements or Statistical Information, as applicable.

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RISK FACTORS

The following is a description of the principal risks associated with an investment in the Notes. These risk factors are material to an investment in the Notes. Prospective Noteholders should carefully read and consider all the information contained in this Prospectus, including the risk factors set out in this section, prior to making any investment decision.

An investment in the Notes is only suitable for investors experienced in financial matters who are in a position to fully assess the risks relating to such an investment and who have sufficient financial means to suffer any potential loss stemming therefrom.

The Issuer believes that the risks described below are the material risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks relating to the Notes are exhaustive. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers immaterial may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Notes. Prospective Noteholders should read the detailed information set out in this Prospectus and reach their own views, together with their own professional advisers, prior to making any investment decision. Prospective Noteholders should read the sections of this Prospectus entitled "Transaction Overview" to "Triggers Tables" (inclusive) before reading and considering the risks described below.

The purchase of the Notes involves substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of the Notes should (i) ensure that they understand the nature of the Notes and the extent of their exposure to risk, (ii) consider carefully, in the light of their own financial circumstances and investment objectives (and those of any accounts for which they are acting) and in consultation with such legal, financial, regulatory and tax advisers as they deem appropriate, all the information set out in this Prospectus so as to arrive at their own independent evaluation of the investment and (iii) confirm that an investment in the Notes is fully consistent with their respective financial needs, objectives and any applicable investment restrictions and is suitable for them. The Notes are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in them. In particular, an investment in the Notes involves the risk of a partial or total loss of investment.

A. RISKS RELATING TO THE AVAILABILITY OF FUNDS TO PAY INTEREST AND PRINCIPAL ON THE NOTES

1 No reliance may be placed on any person other than the Issuer, which has a limited set of resources applicable to it, to make payments on the Notes and the VRR Loan

The Notes and the VRR Loan will be obligations solely of the Issuer and will not be the responsibility of, or guaranteed by, any of the Transaction Parties (other than the Issuer). In particular, none of the Notes or the VRR Loan will be obligations of, or will be guaranteed by or be the responsibility of any of the Arranger, the Lead Manager, the Trustee, the Seller, the Legal Title Holders, any company which is in the same group of companies as the Seller or any other party. No person other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes or the VRR Loan.

The ability of the Issuer to meet its obligations to pay principal and interest and Additional Note Payments on the Notes, the VRR Loan and its operating and administrative expenses will be dependent solely on Revenue Receipts and Principal Receipts in respect of the Mortgage Loans in the Mortgage Portfolio, any enforcement of the Mortgage Loans, interest earned on the Deposit Account, income from any Authorised Investments, amounts standing to the credit of the General Reserve Fund and the Senior Reserve Fund and any net amounts received under the Interest Rate Cap Agreement. Other than the foregoing, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and/or any other payment obligation ranking in priority to, or *pari passu* with, or below, the Notes under the applicable Priority of Payments. If such funds are insufficient, any such insufficiency will be borne by the Noteholders and the other Secured Creditors, subject to the applicable Priority of Payments. The

Issuer will have no recourse to the Seller or any other entity, save as provided in the Mortgage Sale Agreement (see further the section entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*").

Without prejudice to the generality of the foregoing, the amounts paid in respect of payments of the Class Z Note Interest Amount are uncertain and may vary considerably depending on the performance of the underlying Mortgage Portfolio. The ability of the Issuer to make repayments of principal on the Class Z Notes is also uncertain and heavily dependent on the performance of the underlying Mortgage Portfolio.

2 *The Issuer is subject to credit risk with respect to borrowers of the Mortgage Loans in the Mortgage Portfolio which may affect the timing and amount of payment on the Mortgage Loans which may adversely impact payment on the Notes and the VRR Loan*

The Issuer is subject to the risk of payment default by the Borrowers and, upon such payment default, the failure by the Administrator, on behalf of the Issuer, to realise or recover sufficient funds from the Borrowers under the arrears and default procedures in respect of the Mortgage Loans and the Related Security in order to discharge all amounts due and owing by the relevant Borrower(s) under the Mortgage Loans. This risk may adversely affect the Issuer's ability to make payments on the Notes and the VRR Loan but is mitigated to some extent by certain credit enhancement features which are described in the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*". However, no assurance can be made as to the effectiveness of such credit enhancement features or that such alternative sources of liquidity will protect the Noteholders from all risk of delayed payment and/or loss. Should there be credit losses arising in respect of the Mortgage Loans, this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes and the VRR Loan.

The collectability of amounts due under the Mortgage Loans is subject to credit, liquidity and interest rate risks and rental yield will generally fluctuate in response to, among other things, market interest rates, general economic conditions, the financial standing of Borrowers and other similar factors.

The Covid-19 pandemic has taken a heavy toll on the Irish economy (please see "*The Covid-19 pandemic may negatively affect the timing and amount of payments on the Mortgage Loans or enforcement or repossession of the Related Security and may adversely impact the Issuer's ability to make payments on the Notes*" below). While the resilience of the country's exporting pharma-chemicals and information and communications technology sectors contributed to an increase in GDP in 2020, this masked an unprecedented contraction in many domestic sectors of the economy. Tighter public health restrictions re-imposed in response to a renewed surge in the virus late last year are also weighing on the economy in 2021.

Unemployment has risen sharply from its pre-pandemic level and a significant number of workers and businesses are reliant on government income support schemes. While the roll-out of vaccines holds out the prospect of a pick-up in economic activity later in 2021 and into 2022, the outlook is still highly uncertain and any obstacles to the vaccination programme and/or renewed waves/new variants of the virus would be a setback for the economy.

The risk of permanently higher unemployment and/or an increase in business failures as Covid-19 support schemes are withdrawn could also weigh on the performance of the Irish economy post the pandemic. The sizeable increase in public debt as a consequence of the supports provided by government also poses a potential risk and any future measures taken to ensure the debt is sustainable over the medium- to longer- term could dampen the pace of economic activity for a time. In addition, potential international tax changes (e.g. corporate taxes), perhaps to help fund post-pandemic recovery programmes, could adversely impact Ireland's highly globalised economy.

No assurance can be given that such developments in the Irish economy would not adversely affect the ability of Borrowers to make payments on their Mortgage Loans, residential property values in Ireland and/or the Issuer's ability to make payments on the Notes and the VRR Loan.

Although interest rates are currently at a historical low, this may change in the future and an increase in interest rates may adversely affect Borrowers' ability to pay interest or repay principal on their Mortgage Loans. Other factors (which may not affect real estate values, such as Borrowers' personal or financial circumstances) may have an impact on the ability of Borrowers to repay Mortgage Loans. Loss of earnings, redundancy, illness, divorce, taxation of rental income, taxes and fees for which a Borrower may be liable and other similar factors may lead to an increase

in delinquencies and bankruptcy filings by Borrowers, or by creditors of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Mortgage Loans. The level of protections afforded to Borrowers under the Code of Conduct on Mortgage Arrears 2013 (the "**Arrears Code**") and the general legislative framework including, in particular, the provisions concerning personal insolvency arrangements in the Personal Insolvency Act 2012 (as amended) (the "**Personal Insolvency Act**") may result in a reduction in the amounts collected under the Mortgage Loans. See further "*Certain Legal and Regulatory matters affecting the Mortgage Loans, the Notes and the VRR Loan*", "*There may be delays in Enforcement in respect of the Mortgage Loans*" and "*Code of Conduct on Mortgage Arrears and Consumer Protection Code*" below.

If the timing of the payments, as well as the quantum of such payments, in respect of the Mortgage Loans is adversely affected by any of the risks described above, then payments on the Notes could be reduced and/or delayed and this could ultimately result in losses on the Notes and the VRR Loan.

3 ***The Notes and the VRR Loan will be limited recourse obligations of the Issuer***

Other than the sources of funds referred to above, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and the VRR Loan. If at any time following:

(a) the occurrence of either:

- (i) the Final Maturity Date or any earlier date upon which all of the Notes of each class are due and payable; or
- (ii) the service of an Enforcement Notice; and

(b) realisation of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes and the VRR Loan in accordance with the applicable Priority of Payments,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any class of Notes, then the amount remaining to be paid (after such application in full of the amounts first referred to in (b) above) under such class of Notes (and any class of Notes junior to that class of Notes) shall, on the day following such application in full of the amounts referred to in (b) above, cease to be due and payable by the Issuer. The Issuer will not be obliged to pay any amounts representing a shortfall and any claims in respect of such shortfall shall be extinguished. "Realisation" is defined in Condition 10 (*Limited Recourse*).

None of the Secured Creditors shall be entitled to institute against the Issuer any bankruptcy, reorganisation, arrangement, examination, insolvency or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligation relating to the Notes, the VRR Loan or the other Transaction Documents, save for lodging a claim in the winding-up of the Issuer which is initiated by any other party.

Each Secured Creditor (other than the Trustee) will agree that if any amount is received by it (including by way of set-off) in respect of any secured obligation owed to it other than in accordance with the provisions of the Deed of Charge, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of the Deed of Charge and shall be received and held by it as trustee for the Trustee and shall be paid over to the Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of the Deed of Charge.

No Noteholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Noteholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer in any circumstances.

B. RISKS RELATING TO THE UNDERLYING ASSETS

4 ***The Covid-19 pandemic may negatively affect the timing and amount of payments on the Mortgage Loans or enforcement or repossession of the Related Security and may adversely impact the Issuer's ability to make payments on the Notes and the VRR Loan***

In March 2020, the World Health Organisation declared the outbreak of a new infectious disease known as Covid-19, caused by the severe acute respiratory syndrome coronavirus 2 (commonly known as SARS-CoV-2), to be a global pandemic.

Measures initially adopted by governments and national regulators with a view to containing the spread of Covid-19, including travel bans, closure of businesses and workplaces, quarantine and elective self-isolation led to many economies, including the Irish economy, effectively shutting down. Some restrictions are continuing in Ireland (and in many other countries) and, depending on the path of the virus, there remains the risk that restrictions will need to continue for some time.

The economic impact of Covid-19 in Ireland and globally has been severe, notwithstanding material monetary policy support, government support measures and regulatory intervention. Though vaccines have been developed and are currently being rolled out (albeit unevenly) across countries, including Ireland, the timing of a return to more normalised economic activity and its form and extent are uncertain. There is also uncertainty in respect of a range of matters, including the extent and intensity of the financial consequences, potential customer behaviour and societal implications.

Schemes have been initiated by national governments including Ireland to provide financial support to parts of the economy most impacted by the Covid-19 pandemic. On 19 March 2020, the Central Bank announced it had agreed with the Banking & Payments Federation Ireland that there should be no impediments to Irish situate banks introducing a three-month Covid-19 payment break ("**Covid-19 Payment Breaks**") for those affected by the pandemic together with a deferral of court proceedings and receiverships for three months. The initial three-month period for such Covid-19 Payment Breaks was then extended to six months. In September 2020, the Irish Government announced that Irish situate banks will not accept new applications for Covid-19 Payment Breaks after 30 September 2020. Where a borrower, after the end of a Covid-19 Payment Break period, is unable to meet their repayment obligations, the provision of other payment breaks as well as other forbearance options, will be considered on a case-by-case basis by the retail banks. Please see further "*Statistical Information on the Provisional Mortgage Portfolio*".

There can be no assurance that the Central Bank will not take further steps in response to the Covid-19 outbreak in Ireland which may result in the further granting of payment breaks in the future or otherwise impact the performance of the Mortgage Portfolio. The granting of payment breaks and/or the deferral of court proceedings and receiverships in the future could impact the timing of the payments or quantum of such payments in respect of the Mortgage Portfolio and the Administrator's ability to repossess Properties. Further, Borrowers may experience financial difficulties in recommencing loan payments after a payment break period. In such a scenario, payments on the Notes and the VRR Loan could be reduced and/or delayed which could ultimately result in losses on the Notes and the VRR Loan. The total number of Borrowers who may seek to avail themselves of these measures (should they be re-introduced in the future), and therefore the impact on the performance of the Mortgage Portfolio is not known as at the date of this Prospectus.

In addition to the schemes outlined above, legislation has been enacted in Ireland to provide additional protections for tenants who have lost income due to Covid-19, including the Residential Tenancies and Valuation Act 2020, the Planning and Development and Residential Tenancies Act 2020, the Residential Tenancies Act 2020 and the Residential Tenancies Act 2021. The protections provided by such legislative measures include: (i) increased notice periods in relation to notices of termination served on tenants up to 12 July 2021 for failure to pay rent due; (ii) prohibitions on increases in rents on tenancies of dwellings up to 12 July 2021; and (iii) temporary moratoriums on evictions during any period for which there is an imposed restriction on travel outside a 5km radius of a person's place of residence, subject to certain limited exceptions (the "**Emergency Period**"). An Emergency Period is not

currently in place in Ireland. However, any such time an Emergency Period comes into force, the restrictions on evictions will apply.

The extension of such protections or the introduction of similar measures, could affect the enforcement of mortgages over residential properties including the Secured Mortgage Loans and so could have an adverse impact on the ability of the Issuer to fully recover amounts due under the Mortgage Loans, which in turn may adversely affect its ability to make payments under the Notes and the VRR Loan.

There can be no guarantee that any similar pandemics or outbreaks will not occur in the future, or that the effects of the current global pandemic will not deteriorate further. If such pandemics or outbreaks occur in the future, similar or more adverse effects might occur and no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and the VRR Loan.

These factors, as well as market conditions generally and any future actions, guidance or legislation issued in connection with the Covid-19 outbreak could materially affect cashflows related to the Mortgage Portfolio and the performance of the Notes.

If the timing of the payments, as well as the quantum of such payments, in respect of the Mortgage Loans is adversely affected by any of the risks described above, then payments on the Notes and the VRR Loan could be reduced and/or delayed and this could ultimately result in losses on the Notes and the VRR Loan.

5 *The UK's withdrawal from the EU may have a significant adverse effect on the Irish economy*

On 31 January 2020 at 11pm local time, the UK left the EU. The UK and the EU Commission announced on 24 December 2020 that they had reached agreement on a draft EU-UK Trade and Cooperation Agreement (the "**Trade and Cooperation Agreement**"). The Trade and Cooperation Agreement was approved by the European Parliament and the Council of the European Union in April 2021, completing the ratification process.

There are a number of areas of uncertainty in connection with the future of the UK and its relationship with the European Union notwithstanding the ratification of the Trade and Cooperation Agreement. Given this, it is not currently possible to determine the impact that the UK's departure from the European Union and/or any related matters may have on future economic conditions in Ireland, including the performance of the Irish housing market. It is also not possible to determine the impact that these matters will have on the business of Bank of Ireland and the Issuer (including the performance of the underlying Mortgage Loans), any other party to the Transaction Documents and/or any Borrower in respect of the underlying Mortgage Loans, or on the regulatory position of any such entity or of the transactions contemplated by the Transaction Documents under EU regulation or more generally.

The UK's withdrawal from the EU could have a significant adverse effect on the economies of Ireland, Northern Ireland and the UK which could include, but may not be limited to reductions in trade, adverse effects on employment, consumer and business confidence and associated spending and investment, the ability of the Borrowers to meet their contractual obligations under the Mortgage Loans and the value of the Related Security.

No assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Notes and/or Irish economic conditions and the ability of the Issuer to satisfy its obligations under the Notes and the VRR Loan.

6 *The value of the Related Security in respect of the Mortgage Loans may be affected by a decline in the residential property values in Ireland*

The value of the Related Security in respect of the Mortgage Loans may be affected by, among other things, a decline in the residential property values in Ireland. If the residential property market in Ireland should experience an overall decline in property values, such a decline could in certain circumstances result in the value of the Related

Security being significantly reduced and, in the event that the Related Security is required to be enforced, may result in an adverse effect on payments on the Notes and the VRR Loan.

The Issuer cannot guarantee that the value of a Property will remain at least at the same level as on the date of origination of the related Mortgage Loan or on the Closing Date. The residential property market in Ireland experienced a severe decline in property values between 2007 and March 2013 from which residential property prices are still recovering. Since 2015, the residential property market in Ireland has been subject to Central Bank imposed residential mortgage restrictions on Irish residential mortgage lending, under the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Housing Loan Requirements) Regulations 2015 (the "**Housing Loan Regulations 2015**"). These macro-prudential measures are subject to annual review by the Central Bank, and any further changes could create further lending restrictions, increasing existing financing thresholds for borrowers and negatively affect the value of house prices.

The ability of the Borrower or, as the case may be, the Issuer or the Trustee to dispose of a Property given as security for a Mortgage Loan at a price sufficient to repay the amounts outstanding under the relevant Mortgage Loan will depend upon a number of factors including the availability of buyers for the Property, the value of the Property and property values in general at the time. If a Borrower fails to repay its Mortgage Loan and the related Property is repossessed, the likelihood of there being a net loss on disposal of the Property is increased by a higher "loan to value" ratio.

It is unclear what overall effect the Covid-19 pandemic has had (or will have) on the housing market in Ireland (see "*The Covid-19 pandemic may negatively affect the timing and amount of payments on the Mortgage Loans or enforcement or repossession of the Related Security and may adversely impact the Issuer's ability to make payments on the Notes and the VRR Loan*" above). If the residential property market in Ireland should experience another decline in property values, such a decline could result in the value of the Related Security being significantly reduced and in the event that the Related Security is required to be enforced, may result in the net recovery proceeds being insufficient to redeem the outstanding Mortgage Loans, which could have an adverse effect on payments on the Notes and the VRR Loan. This may ultimately result in losses to Noteholders if the resulting proceeds are insufficient to make payments on all Notes.

7 *Mortgage Loans and related Properties in the Mortgage Portfolio may be subject to geographic concentration risks within certain regions of Ireland*

Mortgage Loans in the Mortgage Portfolio may be subject to geographic concentration risks within certain regions of Ireland. To the extent that specific geographic regions within Ireland have experienced or may experience in the future weaker regional economic conditions and residential property markets than other regions in Ireland, a concentration of the Mortgage Loans in such a region may be expected to exacerbate the risks relating to the Mortgage Loans described in this section. Certain geographic regions within Ireland rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Borrowers in that region or the region that relies most heavily on that industry. Covid-19 has accelerated the trend towards remote working, which over time could impact where people choose to live and in turn affect regional property demand and prices. Any natural disasters in a particular region may reduce the value of affected Properties. This may result in a loss being incurred upon sale of the Property. These circumstances could affect receipts on the Mortgage Loans and ultimately result in losses on the Notes and the VRR Loan. For an overview of the geographical distribution of the Mortgage Loans as at the Cut-off Date, see "*Characteristics of the Mortgage Portfolio — Geographical Distribution of Property*".

8 *Risks associated with rising mortgage interest rates*

The Mortgage Portfolio will include Mortgage Loans subject to variable rates of interest set by the Administrator in accordance with the Administrator Policies (the "**Variable Rates**") or set by reference to the ECB Rate (the "**Tracker Rates**") from time to time. The Variable Rates and the Tracker Rates are subject to fluctuation and consequently the Issuer could be subject to a higher risk of default in payment by a Borrower under such Mortgage Loans as a result of an increase in the Variable Rates or the Tracker Rates.

Borrowers with a Mortgage Loan subject to a variable rate of interest will be exposed to increased monthly payments if the related mortgage interest rate adjusts upward. Any increase in the Variable Rates or the Tracker Rates would increase the possibility of loan defaults.

These events, alone or in combination, may contribute to higher delinquency rates and losses on the Mortgage Portfolio, which in turn may affect the ability of the Issuer to make payments of interest and principal on the Notes and the VRR Loan.

9 Risks associated with non-owner occupied Properties

Approximately 26.7 per cent. of Mortgage Loans in the Provisional Mortgage Pool are Buy-to-Let Mortgage Loans, where the relevant Properties are not owner-occupied. A Borrower's ability to service payment obligations in respect of a Mortgage Loan secured on a non-owner occupied Property is likely to depend on the Borrower's ability to lease the Properties on appropriate terms. This dependency on leasing income increases the likelihood, during difficult market conditions that the rate of delinquencies and losses on Mortgage Loans secured by such non-owner occupied Properties will be higher than for Mortgage Loans secured on the primary residence of a Borrower.

There can be no guarantee that each Property will be tenanted throughout the life of the Mortgage Loan, that the rental income achievable from the tenancies of the relevant Property will be sufficient to provide the Borrower with sufficient income to meet the Borrower's obligations in respect of the Mortgage Loan during the life of such Mortgage Loan, that the tenancies will be on market terms, that a tenant will always be able to pay their rent and that a Borrower will always respect the terms of such tenancy relating to the maintenance of the relevant Property. The obligations of a Borrower to make payments under a Mortgage Loan are without regard to whether the relevant Property is let and without regard to the amount of rent received from the relevant tenant; however, these factors may affect the Borrower's ability to satisfy its obligations under the Mortgage Loans. In addition, legislation has been enacted in Ireland to provide additional protections for tenants who have lost income due to Covid-19. Such protections, extensions thereof or the introduction of similar measures could affect a Borrower's ability to service payment obligations in respect of a Mortgage Loan secured on a non-owner occupied property and could also affect the enforcement of mortgages over such properties. In each case, this could have an adverse impact on the ability of the Issuer to fully recover amounts due under the Mortgage Loans, which in turn may adversely affect its ability to make payments under the Notes and the VRR Loan. For further information see "*Covid-19 may affect the timing and amount of payment on the Mortgage Loans or enforcement or repossession of the Related Security*" above.

Upon enforcement of a Mortgage Loan in respect of a property which is the subject of an existing tenancy, the Administrator may not be able to obtain vacant possession of that property, in which case the Administrator will only be able to sell the property as an investment property with one or more sitting tenants. This may affect (i) the amount that the Administrator could realise upon enforcement of the mortgage and a sale of the relevant property and (ii) the speed at which such a sale can be achieved. However, the Administrator will have the ability to appoint a receiver of rent to collect any rent payable in respect of such property and apply this in payment of any interest and arrears accruing under that Mortgage Loan. For further information see "*The Administrator – Arrears and Default Procedures*" below.

A Borrower may occupy a Property that is secured by a Buy-to-Let Mortgage Loan, thereby potentially converting the Property into a PDH, which may afford the Borrower with all of the protections available to Owner Occupier Mortgage Loans, (including without limitation the Arrears Code, the Land and Conveyancing Law Reform Act 2009 (as amended) (the "**2009 Act**") and other recent regulatory proposals in respect of enforcement of Owner Occupier Mortgage Loans. Furthermore, the Arrears Code will also apply where the Property is the only residential property in Ireland owned by the Borrower. See further "*Certain Legal and Regulatory Matters affecting the Mortgage Loans, the Notes and the VRR Loan – There may be delays in Enforcement in respect of the Mortgage Loans*" below.

If any of the risks described above were to occur then the realisable value of the Mortgage Portfolio or any part thereof may be affected.

10 Risks associated with interest only Mortgage Loans

Approximately 35.7 per cent. by value of the Mortgage Loans in the Provisional Mortgage Portfolio constitute interest only Mortgage Loans. Certain interest only Mortgage Loans are originated with a requirement that the borrower pay scheduled interest payments only. There is no scheduled amortisation of principal. Consequently, upon the maturity of such interest-only Mortgage Loans, the Borrower will be required to make a "bullet" payment that will represent the entirety of the principal amount outstanding.

Alternatively, a Mortgage Loan may be originated with an initial interest-only period meaning that there is no scheduled amortisation of principal for the duration of the interest-only period, with a step-up to capital and interest payments on expiry of the interest-only period.

The ability of such a Borrower to repay an interest only Mortgage Loan at maturity frequently may depend on such Borrower's ability to sell the Property, refinance or obtain funds from another source such as individual savings accounts, a pension policy, personal equity plans or an endowment policy. Neither the Issuer, the Seller nor the Trustee have verified that a Borrower has any such other source of funds and none of them have obtained security over the Borrower's right in respect of any such other source of funds (albeit that, in certain circumstances, the relevant Original Lender may have taken an assignment by way of security over a life insurance policy). The ability of a Borrower to sell or refinance the Property will be affected by a number of factors, including the value of the Property, the Borrower's equity in the Property, the financial condition of the borrower, tax laws and general economic conditions at the time. Moreover, the Mortgage Conditions in respect of Interest-only Mortgages do not require a Borrower to put in place alternative funding arrangements.

Interest-only Mortgage Loans may also result from alternative payment arrangements offered to Borrowers who are in arrears or pre-arrears or from the application of a treatment to a Mortgage Loan in pre-arrears, arrears or default in accordance with Bank of Ireland's Arrears Policy (as defined below in "*The Administrator and the Administration Agreement*") See further "*Certain Legal and Regulatory Matters affecting the Mortgage Loans, the Notes and the VRR Loan - Code of Conduct on Mortgage Arrears and Consumer Protection Code*" and "*The Administrator and the Administration Agreement – Arrears and Default Procedure*" below.

Should residential property values decline, Borrowers may have insufficient equity to refinance their Mortgage Loans with lenders other than the Seller or BOIMB and may have insufficient resources to pay amounts in respect of their Mortgage Loans as and when they fall due. This could lead to higher delinquency rates and losses on the Mortgage Portfolio, which in turn may adversely affect payments on the Notes and the VRR Loan.

11 **Tracker Mortgage Examination**

The Central Bank has directed all mortgage lenders in the Irish market to conduct an examination as to whether they have complied with their contractual obligations and consumer protection regulations in dealings with customers with tracker mortgages (the "**Tracker Mortgage Examination**"). A tracker mortgage is a loan secured on a private dwelling house or a buy to let property where the interest rate is expressed to track a defined benchmark – usually the ECB main refinancing operations rate, or similar benchmark - or which has an option to convert to such mortgage. As part of the Tracker Mortgage Examination process, a number of tracker mortgages were identified that were impacted by the Tracker Mortgage Examination, and redress and compensation arrangements have been completed or are in progress with respect to such impacted tracker mortgages. The Mortgage Portfolio contains Mortgage Loans which were within the scope of the Tracker Mortgage Examination and which were determined to be impacted. However, the remediation process in respect of any such Mortgage Loans has now been fully completed and any relevant redress actions have been implemented, and any compensation payments have been fully and finally paid, by the Seller (the "**Remediated Tracker Mortgage Loans**"). Mortgage loans which are within the scope of the Tracker Mortgage Examination and which have not yet been remediated have been excluded from the Mortgage Portfolio.

The Group participated fully in the Tracker Mortgage Examination. The Group has undertaken the review required under the Tracker Mortgage Examination and provided the requisite report to the Central Bank on 30 September 2016. The Central Bank published its final report on the Tracker Review on 16 July 2019 and confirmed that while the supervisory phase of the Tracker Mortgage Examination had closed, the Central Bank would continue its ongoing enforcement investigations in relation to tracker mortgage related issues.

As announced by the Central Bank in its update on the Tracker Mortgage Examination for April 2018, enforcement investigations under the Central Bank's administrative sanctions regime were commenced against six lenders, including the Group, in relation to tracker mortgage related issues. The enforcement investigations into certain of these in-scope lenders under the Tracker Mortgage Examination have now completed with fines imposed by the Central Bank under its administrative sanctions regime. The extent to which the outcome of the Central Bank's interaction with such lenders may impact the outcome in its interactions with other lenders is as yet unknown. The Group is cooperating fully with the Central Bank in relation to the enforcement investigations however the timing and nature of the ultimate conclusion of the enforcement investigation and the potential implications for the Group's business are as yet unknown

The Central Bank requires lenders to provide redress to impacted customers. That redress may include moving customers on to an appropriate rate of interest and/or paying compensation. If the Central Bank, as part of the Tracker Mortgage Examination process, determines that the relevant lender did not comply with applicable contractual obligations and consumer protection regulations, it may require the relevant lender to provide redress to impacted customers, which may include modifying an impacted mortgage loan to reflect an appropriate rate of interest and/or to reflect any compensation.

As part of the Tracker Mortgage Examination, the Central Bank required that lenders "stop the harm", including putting in place measures to ensure that steps in the legal process are not taken against potentially impacted customers. As a result, no enforcement action, except in certain limited circumstances, is being taken in respect of Mortgage Loans identified to be in scope and which have not yet been remediated. Although no such loans have been identified in the Mortgage Portfolio as at the date of this Prospectus, the same suspension of enforcement action arising out of the "stop the harm" requirement may apply to any Mortgage Loans which are determined after the Closing Date to be within the scope of the Tracker Mortgage Examination and which have not yet been remediated.

Under the terms of the Mortgage Sale Agreement, where the Seller is notified by the Issuer and/or the Administrator that any Mortgage Loan has become a Tracker Remediation Mortgage Loan within the Loan Warranty Period, the Seller will be required to either:

- (a) repurchase such Mortgage Loan and Related Security (and any other Mortgage Loans (i) secured or intended to be secured by the same Related Security or any part of it or (ii) at the Seller's election, advanced to the same Borrower) within 30 days (subject to any minimum notice periods to be given to Borrowers under the Consumer Protection Code 2012 (the "**Consumer Protection Code**"), if applicable) of the day on which the Seller received the relevant notice or on such later date as the Issuer may direct in the relevant notice, in consideration of the payment by the Seller to the Issuer of the Repurchase Consideration; or
- (b) indemnify the Issuer on demand in respect of any losses that the Issuer suffers as a result of such Mortgage Loan becoming a Tracker Remediation Mortgage Loan.

Such repurchase or indemnification (whichever the Seller chooses) will be in full satisfaction of the liabilities of the Seller to the Issuer in respect of such Tracker Remediation Mortgage Loan.

12 ***There is no assurance that the Issuer will receive the benefit of any insurance claims***

The practice of the Seller in relation to buildings insurance is described under the section entitled "*The Mortgage Portfolio — The Mortgages*" below. A Borrower may make his own insurance arrangements in relation to any Mortgage and its Related Security, or where such arrangements are dictated by the existence of a lease, the Administrator will have taken all reasonable steps to ensure that the relevant Property is insured under a policy, however, the Seller cannot be certain that a Borrower has maintained such building insurance or that any such cover would be sufficient to cover any loss and/or that the Seller's interest has been advised to the insurer. No assurance can therefore be given that the Issuer will always receive the benefit of any claims made under any applicable buildings insurance contracts. This could adversely affect the Issuer's ability to redeem the Notes and to repay the VRR Loan.

C. RISKS RELATING TO THE STRUCTURE AND THE DOCUMENTS

13 *There is no assurance as to the accuracy of the Mortgage Loan Warranties*

The Seller will give certain warranties to each of the Issuer and the Trustee regarding the Mortgage Loans and the Related Security to be sold to the Issuer on the Closing Date. See "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Mortgage Loan Warranties*" below for a summary of these.

None of the Issuer, the Trustee, the Arranger or the Lead Manager has undertaken, or will undertake any investigations, searches or other actions in respect of the Mortgage Loans and the Related Security. In the case of the Issuer and the Trustee, they will rely instead on the warranties given by the Seller in the Mortgage Sale Agreement. Mortgage Loans which have undergone such a limited investigation or no investigation may be subject to matters which would have been revealed by a full investigation of title and which may have been remedied or, if incapable of remedy, may have resulted in the Related Security not being accepted as security for a Mortgage Loan had such matters been revealed.

If any Secured Mortgage Loans are identified which may be in breach of Mortgage Loan Warranty (f), the Seller is required to use reasonable endeavours to promptly take all steps to remediate the issue in accordance with its policies and procedures and to the same extent as if the relevant Secured Mortgage Loan(s) had not been sold by the Seller and had instead been retained by it.

However, the Seller shall have no obligation to ensure that a relevant Property is subject to a valid, subsisting and first ranking legal mortgage where it can demonstrate to the Issuer and the Administrator that:

- (i) the security provided by the relevant Borrower over the relevant Property was never intended to be a first ranking legal mortgage and had been provided to the Seller by the Borrower as part of additional security arrangements in connection with an arrears resolution process and the relevant Secured Mortgage Loan is secured by a valid, subsisting and first ranking legal mortgage over the relevant Property or other Property in favour of the relevant Original Lender which is registered or pending registration in the Land Registry or Registry of Deeds; or
- (ii) the Seller or the Issuer has the benefit of a Certificate of Title or a solicitor's undertaking in respect of the relevant Property and is continuing to rely on such Certificate of Title or undertaking,

(the "**Remediation Obligation**").

If the Seller is subject to the Remediation Obligation and fails to satisfy such Remediation Obligation within 6 months of the date of receipt of the notification of breach of Mortgage Loan Warranty (f), the Issuer shall be entitled to bring a claim for a breach of a Mortgage Loan Warranty provided that the Issuer may not bring any such claim in the circumstances outlined in (i) or (ii) above.

The sole remedy of each of the Issuer and the Trustee in respect of a breach of one or more of the Mortgage Loan Warranties (subject to certain minimum thresholds, monetary caps and time limits) shall be the requirement that the Seller either (at its sole option) repurchases any Mortgage Loan which is the subject of any such breach or indemnifies the Issuer against any loss suffered by reason of such breach. This shall not limit any other remedies available to the Issuer and/or the Trustee if the Seller fails to repurchase a Mortgage Loan or indemnify the Issuer when obliged to do so.

However, there can be no assurance that the Seller will have the financial resources to honour its obligations to repurchase any Mortgage Loans in respect of which such a breach of warranty arises or to provide any such indemnities.

In addition, there are minimum claim thresholds, monetary caps and time limits on claims against the Seller in respect of breach of Mortgage Loan Warranties by the Seller. In particular, the maximum monetary cap (including the full amount of any Repurchase Consideration) of the Seller in respect of all claims for breach of Mortgage Loan

Warranties with respect to an individual Secured Mortgage Loan under the Mortgage Sale Agreement is calculated by reference to 95 per cent. of the Current Balance as at the Cut-Off Date of the Secured Mortgage Loan (and not the full Current Balance).

The maximum liability payable by the Seller for all claims for breach of Mortgage Loan Warranties (other than Essential Mortgage Loan Warranties, claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off) in respect of Secured Mortgage Loans is 10 per cent. of 95 per cent. of the Cut-Off Date Balance of the Secured Mortgage Loans and not the full Current Balance.

The maximum aggregate liability (including the full amount of any Repurchase Consideration) of the Seller for all claims for breach of the Mortgage Loan Warranties (including Essential Mortgage Loan Warranties), claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off in respect of Secured Mortgage Loans will not exceed 100 per cent. of 95 per cent. of the Cut-Off Date Balance of the Secured Mortgage Loans.

The maximum aggregate liability (including the full amount of any Repurchase Consideration) of the Seller for all claims for breach of the Mortgage Loan Warranties (including Essential Mortgage Loan Warranties), claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off in respect of Unsecured Loans will not exceed 5 per cent. of the Cut-Off Date Balance of the Unsecured Loans (and not the full Current Balance).

In addition, the date on which the Seller was notified of or, if earlier, first became aware of a breach of an Essential Mortgage Loan Warranty or a Non-Essential Mortgage Loan Warranty must fall within the period from and including the Closing Date to and including the date that is three years from the Closing Date.

Therefore, there can be no assurance that the Issuer will be compensated in full for losses or liabilities incurred by the Issuer as a result of breach of the Mortgage Loan Warranties which in turn may affect the Issuer's ability to make payments to the Noteholders and to the VRR Lender. See "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Exclusions and Limitations*" for further information.

The payment obligations of the Seller to the Issuer under the Mortgage Sale Agreement are not guaranteed by nor will they be the responsibility of any person other than the Seller, and neither the Issuer nor the Trustee will have recourse to any other person in the event that the Seller, for whatever reason, fails to meet such obligations.

14 ***The Issuer will only obtain beneficial title to the Mortgage Loans***

The Issuer only has a beneficial interest in the Mortgage Loans and the Related Security. Legal title to the Mortgage Loans is held by the Legal Title Holders on trust for the Issuer. The sale by the Seller to the Issuer of the Mortgage Loans and the Related Security (until legal title is conveyed following a Perfection Event) takes effect in equity only.

Legal title to the Mortgage Loans and the Related Security in the Mortgage Pool will remain with the Seller until certain perfection events occur under the terms of the Mortgage Sale Agreement (see the circumstances described below under "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*"). Upon the occurrence of a Perfection Event and the transfer of legal title to the Issuer, the Issuer will need to ensure that it has all the appropriate licences, approvals, authorisations, consents, permissions and registrations required to hold legal title to the Mortgage Loans and the Related Security comprising the Mortgage Pool (the "**Relevant Authorisations**"). Alternatively, the Issuer will need to appoint a nominee with the Relevant Authorisations to hold legal title to the Mortgage Loans and the Related Security.

The Issuer has not applied, and prior to the occurrence of a Perfection Event will not apply, to the Land Registry or the Registry of Deeds to register or record its equitable interest in the Mortgages. Further, unless notice of the assignment was given to the Borrowers in respect of the Mortgage Loans and the Related Security, equitable or independent set-off rights may accrue in favour of any Borrower against his or her obligation to make payments to the Seller under the relevant Mortgage Loan (e.g. rights of set-off between the Borrowers or insurance companies and the Seller). These rights may result in the Issuer receiving reduced payments on the Mortgage Loans. The

transfer of the benefit of any Mortgage Loans and Related Security to the Issuer will continue to be subject to any prior rights any applicable Borrower may become entitled to after the transfer. Where notice of the assignment is given to a Borrower, however, some rights of set-off (being those rights that are not connected with or related to the relevant Mortgage Loan) may not arise after the date notice is given. For further information on the effects of set-off in relation to the Mortgage Portfolio, see "*Risk Factors – Set-off risk may adversely affect the value of the Mortgage Portfolio or any part thereof*".

As a consequence of the Issuer not obtaining legal title to the Mortgage Loans and the Related Security or the Properties secured thereby, a bona fide purchaser from the Seller for value of any of such Mortgage Loans and the Related Security without notice of any of the interests of the Issuer might obtain a good title free of any such interest. If this occurred, then the Issuer would not have good title to the affected Mortgage Loan and its Related Security, and it would not be entitled to payments by a Borrower in respect of that Mortgage Loan. However, the risk of third party claims obtaining priority to the interests of the Issuer in this way would be likely to be limited to circumstances arising from a breach by the Seller of its contractual obligations or from fraud, negligence or mistake on the part of the Seller or any of its respective personnel or agents.

Borrowers will also have the right to redeem their Mortgages by repaying the Mortgage Loan directly to the relevant Legal Title Holder. However, the Seller will undertake, pursuant to the Mortgage Sale Agreement, to hold any money repaid to it in respect of Mortgage Loans to the order of the Issuer.

In addition, the Seller is under a contractual obligation to transfer all payments received to the Collection Accounts in relation to the Mortgage Loans to the Deposit Account by the next Business Day after the Daily Mortgage Loan Amount is identified as received in the Collection Accounts. On or about the Closing Date, the Seller and BOIMB will each declare a trust over their interests in the Collection Accounts, (the "**Collection Account Declarations of Trust**") in favour of, inter alios, the Issuer and each of them (in its capacity as a beneficiary) absolutely as beneficial tenants in common. The Issuer's share of the trust will be an amount equal to the collections received in the relevant Collection Account in respect of the Mortgage Loans beneficially owned by it.

Also, for so long as neither the Issuer nor the Trustee has obtained legal title, it must join the relevant Legal Title Holder as a party to any legal proceedings which it may wish to take against any Borrower to enforce its rights under the relevant Mortgage Loan and any Related Security. In this respect, the Seller will, pursuant to the Mortgage Sale Agreement, undertake for the benefit of the Issuer and the Trustee that it will and will procure that BOIMB (if applicable) will lend its name to, and take such steps as may reasonably be required by the Issuer or the Trustee in relation to, any legal proceedings in respect of the Mortgage Loans and Related Security.

In accordance with the Central Bank Act 1997 (the "**CBA 1997**") (as amended by the Consumer Protection (Regulation of Credit Servicing Firms) Act 2018 (the "**CSA**")), legal title to the Mortgage Loans will need to be held at all times by an authorised entity and could not therefore be transferred to the Issuer or the Trustee unless the Issuer or the Trustee (as appropriate) has obtained the appropriate authorisations.

If any of the risks described above were to occur then the realisable value of the Mortgage Portfolio or any part thereof may be adversely affected.

15 ***Set off risk may adversely affect the value of the Mortgage Portfolio or any part thereof***

As described above, the sale by the Seller to the Issuer of the Mortgage Loans will be effected by an assignment and takes effect in equity only. As a result, legal title to Mortgage Loans and the Related Security sold by the Seller to the Issuer will remain with the Seller until the occurrence of certain perfection events under the terms of the Mortgage Sale Agreement.

Therefore, the rights of the Issuer and the Trustee may be or may become subject to the direct rights of the Borrowers against the Seller. Such rights may include rights of set-off existing prior to notification to the Borrowers of the sale of the Mortgage Loans and the Related Security, which arise in relation to transactions made between certain Borrowers and the Seller, (for example, the lodgement of moneys by certain Borrowers in deposit accounts with the Seller) and the rights of Borrowers to redeem their mortgages by repaying the relevant Mortgage Loans directly to

the Seller. These rights may result in the Issuer receiving a lesser amount than anticipated from Mortgage Loans and Related Security.

Further, there is a risk that the service of a notice of sale to a Borrower would not terminate his rights of set-off, as Section 40 of the Consumer Credit Act 1995 provides that where a creditor's or owner's rights under an agreement are assigned to a third person, the consumer is entitled to plead against the third person any defence which was available to him against the original creditor, including set-off.

The exercise of set-off rights by Borrowers may adversely affect the timing of receipt and ultimate amount received by the Issuer in respect of the relevant Mortgage Loans and the realisable value of the Mortgage Pool and/or the ability of the Issuer to make payments under the Notes and the VRR Loan.

16 *Payment of principal, interest and Additional Note Payments in respect of the classes of Notes is sequential*

Payments of principal, interest and any Additional Note Payments on the Notes are only made from the Pre-Enforcement Revenue Note Share, the Pre-Enforcement Principal Note Share and the Post-Enforcement Note Share, as applicable. Payments of principal and interest on the Class A Notes will be made in priority to payments of principal and interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes.

Payments of principal and interest on the Class B Notes will be made in priority to payment of principal and interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes.

Payments of principal and interest on the Class C Notes will be made in priority to payment of principal and interest on the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes.

Payments of principal and interest on the Class D Notes will be made in priority to payment of principal and interest on the Class E Notes, the Class F Notes and Class Z Notes.

Payments of principal and interest on the Class E Notes will be made in priority to payment of principal and interest on the Class F Notes and the Class Z Notes.

Payments of principal and interest on the Class F Notes will be made in priority to payment of principal and interest on the Class Z Notes.

There can be no assurance that these subordination provisions will protect the then Current Most Senior Class of Noteholders from all risks of loss.

Payments of Additional Note Payments in respect of the Class D Notes will be made in priority to payments of Additional Note Payments on the Class E Notes and the Class F Notes.

Payments of Additional Note Payments in respect of the Class E Notes will be made in priority to payments of Additional Note Payments on the Class F Notes.

Payments of Additional Note Payments in respect of the Class F Notes will be made in priority to payment of the Class Z Note Interest Amount.

In addition, payments of principal and interest will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments of principal and interest on the Notes in accordance with the VRR Loan Agreement and the Transaction Documents.

In addition to the above, payments on the Notes are subordinate to payments of certain fees, costs and expenses payable to the other Secured Creditors (including, amongst others, the Trustee, the Deposit Account Bank, the Administrator, the Replacement Administrator Facilitator, the Corporate Services Provider, the Cash Manager, the

Paying Agents and the Registrar) and certain third parties. For further information on the likely costs payable to such Secured Creditors, please see "Overview of Fees" below.

17 **Deficiencies may arise**

If, on any Interest Payment Date, there is a Senior Revenue Shortfall as a result of shortfalls in Available Revenue Receipts (excluding item (c) and any Available Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall pursuant to item (e) of the definition thereof) relative to Senior Revenue Amounts due and payable, then subject to certain conditions set out in "Key Structural Features", the Issuer may apply amounts standing to the credit of the Senior Reserve Fund to meet such Senior Revenue Shortfall.

If, following application of amounts standing to the credit of the Senior Reserve Fund, there is a Remaining Senior Revenue Shortfall, then the Cash Manager on behalf of the Issuer may apply Available Principal Receipts to meet such Remaining Senior Revenue Shortfall, provided that Available Principal Receipts shall only be applied to provide for any Remaining Senior Revenue Shortfall in relation to item (e)(iii) of the Pre-Enforcement Revenue Priority of Payments where the Class B Notes are not the Most Senior Class if the debit balance of the Class B Principal Deficiency Sub-Ledger does not exceed 10 per cent. of (100/95) of the Principal Amount Outstanding of the Class B Notes. In this event, the consequences set out in the following paragraphs below may result.

If, on any Interest Payment Date, there is a Revenue Shortfall as a result of shortfalls in Available Revenue Receipts (other than item (d) and any Available Principal Receipts applied to remedy a Remaining Revenue Shortfall pursuant to item (e) of the definition thereof) relative to Revenue Amounts due and payable pursuant to the Pre-Enforcement Revenue Priority of Payments, then the Issuer may apply amounts standing to the credit of the General Reserve Fund to meet such Revenue Shortfall.

If, on any Interest Payment Date after the Class B Notes have been redeemed in full and following application of Available Revenue Receipts (other than item (e) of Available Revenue Receipts) and amounts standing to the credit of the General Reserve Fund, there is a Remaining Revenue Shortfall, then the Issuer may apply Available Principal Receipts to pay or provide for such Remaining Revenue Shortfall by the application of Available Principal Receipts. In this event, the consequences set out in the following paragraphs may result.

Application, as described above, of any Available Principal Receipts to meet any Remaining Senior Revenue Shortfall and/or any Remaining Revenue Shortfall (in addition to any Losses and other amounts to be recorded as debit entries on the Principal Deficiency Ledger as described in "Key Structural Features – Principal Deficiency Ledger") will be recorded:

- (a) *first*, up to the PDL Maximum Amount in respect of the Class Z Notes, as debits on the Class Z Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (a) shall equal the VRR Proportion of amounts debited from the Class Z Principal Deficiency Sub-Ledger under this item (a);
- (b) *second*, up to the PDL Maximum Amount in respect of the Class F Notes, as debits on the Class F Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (b) shall equal the VRR Proportion of amounts debited from the Class F Principal Deficiency Sub-Ledger under this item (b);
- (c) *third*, up to the PDL Maximum Amount in respect of the Class E Notes, as debits on the Class E Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (c) shall equal the VRR Proportion of amounts debited from the Class E Principal Deficiency Sub-Ledger under this item (c);
- (d) *fourth*, up to the PDL Maximum Amount in respect of the Class D Notes, as debits on the Class D Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (d) shall equal the VRR Proportion of amounts debited from the Class D Principal Deficiency Sub-Ledger under this item (d);

- (e) *fifth*, up to the PDL Maximum Amount in respect of the Class C Notes, as debits on the Class C Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (e) shall equal the VRR Proportion of amounts debited from the Class C Principal Deficiency Sub-Ledger under this item (e);
- (f) *sixth*, up to the PDL Maximum Amount in respect of the Class B Notes, as debits on the Class B Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (f) shall equal the VRR Proportion of amounts debited from the Class B Principal Deficiency Sub-Ledger under this item (f); and
- (g) *seventh*, up to the PDL Maximum Amount in respect of the Class A Notes, as debits on the Class A Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (g) shall equal the VRR Proportion of amounts debited from the Class A Principal Deficiency Sub-Ledger under this item (g).

If there are insufficient funds to pay Additional Note Payments in respect of any Class of Notes, the Additional Note Payments in respect of such Class of Notes will not then fall due but will instead be deferred until the next Interest Payment Date or such earlier date as Additional Note Payments in respect of such Class of Notes becomes immediately due and payable in accordance with the Conditions and such deferral shall not constitute an Event of Default.

It is expected that during the course of the life of the Notes, principal deficiencies will be recouped from Available Revenue Receipts (other than items (c), (d) and (e) of the definition thereof) and amounts standing to the credit of the Senior Reserve Fund (in respect of the Class A Notes and the Class B Notes only) and the General Reserve Fund (in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes). The Pre-Enforcement Revenue Note Share will be applied, after meeting prior ranking obligations as set out under the Pre-Enforcement Revenue Priority of Payments, to credit *first*, the Class A Principal Deficiency Sub-Ledger, *second*, the Class B Principal Deficiency Sub-Ledger, *third*, the Class C Principal Deficiency Sub-Ledger, *fourth*, the Class D Principal Deficiency Sub-Ledger, *fifth*, the Class E Principal Deficiency Sub-Ledger, *sixth*, the Class F Principal Deficiency Sub-Ledger and *seventh*, the Class Z Principal Deficiency Sub-Ledger. Amounts standing to the credit of the General Reserve Fund will be applied, after meeting prior ranking obligations as further described in "Key Structural Features", *first* to credit the Class B Principal Deficiency Sub-Ledger, *second*, the Class C Principal Deficiency Sub-Ledger, *third*, the Class D Principal Deficiency Sub-Ledger, *fourth*, the Class E Principal Deficiency Sub-Ledger and *fifth*, the Class F Principal Deficiency Sub-Ledger.

The Pre-Enforcement Revenue VRR Share will be applied in accordance with the Pre-Enforcement Revenue Priority of Payments to the VRR Loan Principal Deficiency Sub-Ledger to reduce the debit balance to zero.

If there are insufficient funds available as a result of such income or principal deficiencies, then one or more of the following consequences may ensue:

- (a) the interest and other net income of the Issuer may not be sufficient, after making the payments to be made in priority thereto, to pay, in full or at all, interest due on the Notes and the VRR Loan;
- (b) the Issuer may have insufficient proceeds available to meet its obligations ranking senior to the Class Z Note Interest Amount, in which case the amount due in respect of the Class Z Note Interest Amount shall be zero; and
- (c) there may be insufficient funds to repay the Notes and the VRR Loan on or prior to the Final Maturity Date of the Notes unless the other net income of the Issuer is sufficient, after making other payments to be made in priority thereto, to reduce to nil the balance on the Principal Deficiency Ledger.

18 ***Interest payments on the Notes and Additional Note Payments may be deferred***

If, on any Interest Payment Date (other than the Final Maturity Date), the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) payable in respect of any class of

Notes (other than the Class A Notes), after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, then that amount shall not be due and payable and the Issuer will be entitled under Condition 8.12 (*Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount*) to defer payment of that amount (to the extent of the insufficiency) until the following Interest Payment Date or such earlier date as interest in respect of such class of Notes becomes immediately due and payable in accordance with the Conditions. A deferral of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes shall not constitute an Event of Default. To the extent that there are insufficient funds on the following Interest Payment Date or such earlier date as interest in respect of such class of Notes is scheduled to be paid in accordance with the Conditions, the deferral of interest shall continue until the Final Maturity Date or such earlier date on which each respective class of Notes falls to be redeemed in accordance with Condition 9 (*Final Redemption, Mandatory Redemption in part, Option Redemption and Cancellation*).

Failure to pay timely interest on the Class A Notes will constitute an Event of Default under the Notes which may result in the Trustee enforcing the Security.

If, on any Interest Payment Date after the Step-Up Date, the Issuer has insufficient funds to make payment in full of all amounts in respect of Additional Note Payments (including interest (if any) accrued but unpaid and/or deferred and accrued interest thereon) payable in respect of the Class D Notes, the Class E Notes and the Class F Notes after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, then the Issuer shall defer payment of the relevant Additional Note Payment until the next Interest Payment Date. Such failure to pay Additional Note Payments shall not constitute an Event of Default. To the extent that there are insufficient funds on the following Interest Payment Date or such earlier date as interest in respect of such Class of Notes is scheduled to be paid in accordance with the Conditions, the deferral of interest shall continue until the Final Maturity Date.

In the event the Issuer has insufficient proceeds available to meet its obligations ranking senior to the Class Z Note Interest Amount, the amount due in respect of the Class Z Note Interest Amount shall be zero.

19 No additional sources of funds after the Step-Up Date

On and from the Step-Up Date, the Step-Up Margin will be payable in respect of the Rated Notes and the Additional Note Payments will be payable in respect of the Class D Notes, the Class E Notes and the Class F Notes. There will, however, be no additional receipts or other sources of funds available to the Issuer at such time, nor is it expected that any of the sources of income available to the Issuer prior to the Step-Up Date will be increased. In such circumstances, the Issuer may not have sufficient funds to pay all amounts of interest (including any Step-Up Margin on the Rated Notes) or any Additional Note Payments.

Furthermore, if on the Step-Up Date and each Interest Payment Date thereafter, the Rated Notes remain outstanding and have not been redeemed, on each Interest Payment date following the Step-Up Date, the balance of Available Revenue Receipts following application in accordance with (a) to (e)(xviii) and (f)(xviii) of the Pre-Enforcement Revenue Priority of Payments will be applied as Available Principal Receipts until the principal amount outstanding of the Notes has been reduced to zero. In such circumstances, there will be no payments of interest on the Class Z Notes.

20 Interest rate risk

The Mortgage Portfolio is comprised of a combination of Fixed Rate Mortgage Loans, Variable Rate Mortgage Loans, Tracker Rate Mortgage Loans and Nominal Rate Loans. The reference rate for the Notes (other than the Class Z Notes) is based on three month EURIBOR.

The Issuer is subject to:

- (a) the risk of a mismatch between (i) the fixed rates of interest payable on the Fixed Rate Mortgage Loans and the interest rate payable in respect of the Rated Notes; and (ii) interest on the Variable Rate Mortgage Loans and

the Tracker Rate Mortgage Loans being determined on different bases than that on which the interest rate payable on the Rated Notes is determined; and

- (b) the risk that any cash held by or on behalf of the Issuer may earn a rate of return below the rate of interest payable on the Notes, which risk is mitigated (but not eliminated) by the Issuer placing amounts on deposit with the Deposit Account Bank pursuant to the Deposit Account Bank Agreement and the ability of the Issuer (or the Cash Manager on its behalf) to invest sums standing to the credit of the Deposit Account in Authorised Investments and the availability of excess Available Revenue Receipts, each of which are available to meet payments of interest due under the Notes and the other expenses of the Issuer.

An increase in the level of three month EURIBOR could adversely impact the ability of the Issuer to make payments on the Notes. To mitigate the effect of such interest rate mismatch, however, the Issuer is entering into the Interest Rate Cap Agreement with the Interest Rate Cap Provider, whereby the Interest Rate Cap Provider is obliged to make payments to the Issuer on each Interest Payment Date if three month EURIBOR exceeds the Cap Strike Rate. Entry by the Issuer into the Interest Rate Cap Agreement does not completely eliminate the interest rate risk related to the Notes and the VRR Loan.

In the event that the provisions of Condition 17.2 (*Additional Right of Modification*) apply and EURIBOR is replaced as the base rate in respect of the Notes in circumstances where the Interest Rate Cap is not amended to reflect the replacement base rate, the Interest Rate Cap may not completely mitigate the effect of such interest rate mismatch.

In addition, the Administrator shall undertake for the benefit of the Issuer not to maintain the Variable Rates at a level which would result in the Weighted Average Variable Rate falling below the VR Floor. This partially mitigates the risk of amounts received in respect of Variable Rate Mortgage Loans not being sufficient to make payments of interest on the Notes

Although the Issuer believes that the structural features of the Transaction and the characteristics of the Mortgage Portfolio are such that the credit enhancement furnished by the above elements adequately mitigates the above described interest rate risks, there can, however, be no assurance that any such features will ensure timely and full receipt of interest amounts due under the Notes.

21 **Liquidity risk**

The Issuer is subject to the risk of insufficiency of funds on any Interest Payment Date as a result of payments being made late by Borrowers after the end of the Calculation Period immediately preceding each relevant Interest Payment Date. This risk may adversely affect the Issuer's ability to make payments on the Notes and the VRR Loan but is mitigated to some extent by the provision of liquidity from alternative sources as described in the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*". However, no assurance can be made as to the effectiveness of such alternative sources of liquidity, or that such alternative sources of liquidity will protect the Noteholders from all risk of delayed payment and/or loss.

22 **Yield and prepayment considerations**

The yield to maturity of the Notes of each class will depend on, among other things, the amount and timing of payment of principal and interest (including prepayments, sale proceeds arising on enforcement of a Mortgage Loan and sale proceeds arising on repurchases of Mortgage Loans in accordance with the Mortgage Sale Agreement) on the Mortgage Loans and the price paid by the holders of the Notes of each class. Such yield may be adversely affected by, amongst other things, a higher or lower than anticipated rate of prepayments on the Mortgage Loans, if the Option Holder purchases, or the Seller repurchases any Mortgage Loans, or if the Seller is required to pay compensation to the Issuer in respect of breach of one or more of the Mortgage Loan Warranties which is not capable of remedy or in respect of Tracker Remediation Mortgage Loans.

The rate of prepayment of Mortgage Loans is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, the availability of alternative financing programmes, local and regional economic conditions and the conditions in the private rental market. This is potentially exacerbated by the

significant macro-economic disruption resulting from Covid-19 and the measures taken by governments in response to it. Subject to the terms and conditions of the Mortgage Loans (which may require in some cases notification to the Administrator and in other cases the consent of the Administrator), a Borrower may "overpay" or prepay principal on any day in specified circumstances. No assurance can be given as to the level of prepayments that the Mortgage Portfolio will experience. See also the section entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*".

Following enforcement of the Security, there is no guarantee that the Issuer will have sufficient funds to redeem the Notes in full.

Pursuant to the Portfolio Option, the Option Holder may, subject to certain conditions, purchase all (but not some) of the Mortgage Loans and Related Security comprising the Mortgage Portfolio at the Portfolio Option Purchase Price on the relevant Portfolio Option Completion Date. If the Portfolio Option is exercised by the Option Holder, on the Portfolio Option Completion Date, the Portfolio Option Purchase Price will be applied as Available Principal Receipts together with additional Available Principal Receipts and Available Revenue Receipts in accordance with the Post-Enforcement Priority of Payments to redeem the Rated Notes in full (and to make proportional payments to the VRR Lender in accordance with the Post-Enforcement Priority of Payments) and any other Notes and the outstanding VRR Principal Amount will, to the extent of funds available, be redeemed or repaid as the case may be. This may adversely affect the yield to maturity on the Notes.

23 *A conflict between the Noteholders may result in a decision prevailing over interests of certain classes of Noteholders; there may be a conflict between Noteholders and Secured Creditors*

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Class Z Noteholders but at all times to have regard to, and subject always to, the VRR Entrenched Rights.

If, in the opinion of the Trustee, there is or may be a conflict between the interests of the holders of different Classes of Notes, on the one hand, and the interests of the VRR Lender, on the other hand, then the Trustee is required to have regard only to the interests of the holders of the relevant affected Class of Notes ranking in priority to other relevant Classes of Notes in the Pre-Enforcement Revenue Priority of Payments (but shall at all times have regard to, and subject always to, the VRR Entrenched Rights), and not to the interests of the VRR Lender, save where any VRR Entrenched Rights are affected (in which case the Trustee will have regard to the interests of the VRR Lender).

If, in the opinion of the Trustee, there is a conflict between the interests of holders of different classes of Notes, the Trustee will have regard only to the interests of the holders of the Most Senior Class.

Accordingly, holders of the Notes of the Most Senior Class may direct the Trustee to take action or pass an Extraordinary Resolution (unless the matter relates to a Reserved Matter or the VRR Entrenched Rights) which is contrary to the interests of the other Classes of Noteholders and the VRR Lender.

As a result, holders of Notes other than the Most Senior Class may not have their interests taken into account by the Trustee (acting in accordance with the Trust Deed) when the Trustee exercises discretion where there is a conflict of interest. The interests of the VRR Lender may not be taken into account, save where the VRR Entrenched Rights are affected (in which case the Trustee will have regard to the interests of the VRR Lender).

The Trust Deed provides that the Trustee shall, except where expressly provided otherwise and prior to the redemption in full of the Notes, have regard solely to the interests of the Noteholders and shall have regard to the interests of the other Secured Creditors only to pay such parties any monies received and payable to it and to act in accordance with the Post-Enforcement Priority of Payments.

Pursuant to the terms of the Trust Deed, the Notes (if any) which are for the time being held by or on behalf of or for Bank of Ireland or any holding company of Bank of Ireland or any other subsidiary of such holding company will not be taken into account by the Trustee for certain purposes including:

- (a) the right to attend and vote at a meeting of Noteholders and for the purposes of making Written Resolutions,
- (b) the removal or replacement of the Trustee;
- (c) the determination of how many and which Notes are for the time being outstanding for the purposes of certain clauses of the Trust Deed, certain Conditions and the Provisions for Meetings of Noteholders (as defined in Condition 2.1);
- (d) any discretion, power or authority which the Trustee is required to exercise in or by reference to the interests of the Noteholders; and
- (e) any right, discretion, power or authority which the Class Z Noteholder is entitled to exercise, including for the avoidance of doubt the Portfolio Option and the right to direct the termination of the appointment of the Administrator,

except that in respect of a Reserved Matter, where all of the Notes of any class are held by or on behalf of or for the benefit of one or more Relevant Persons, such class of Notes shall be deemed to remain outstanding in relation to a Reserved Matter and in respect of any meeting for Noteholders to consider the removal or replacement of the Trustee, where one or more Relevant Persons hold, in aggregate, more than 50 per cent. of the principal amount outstanding of the relevant Class of Notes, in which case such Notes shall be deemed to remain outstanding;

Relevant Person for these purposes means Bank of Ireland and any holding company of Bank of Ireland or any other subsidiary of such holding company.

The Seller acts in various capacities in the Transaction, including as the Administrator, the VRR Lender and the Collection Account Bank. Actual or potential conflicts may arise between the interests of such entities and the interests of the Issuer and the Noteholders.

Where significant concentrations of holdings of the Class Z Notes occur, any investor holding such concentration may have sufficient holdings to (i) pass an Extraordinary Resolution directing the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) to terminate the appointment of the Administrator; or (ii) be treated as an Option Holder in possession of the right to require the Issuer to sell and transfer to it or to a third party all Mortgage Loans and Related Security in the Mortgage Portfolio, as more fully described in the section "*Early Redemption of the Rated Notes*" below.

Any Class Z Noteholder that does not have a sufficient holding of Class Z Notes to pass an Extraordinary Resolution or to constitute an Option Holder will not have any right to direct the termination of the appointment of the Administrator, to exercise the Portfolio Option or any right to prevent the exercise of such rights by other Class Z Noteholders. Any such Extraordinary Resolution of the Class Z Noteholder shall be binding on holders of all other classes and would override any resolutions to the contrary of holders of any other classes of Notes.

24 *The Trustee may agree modifications to the Transaction Documents which may adversely affect the interests of Noteholders*

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind the VRR Lender and all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority (subject to certain entrenched rights).

The Conditions provide that, other than an Extraordinary Resolution in relation to a Reserved Matter, an Extraordinary Resolution passed at any meeting of the Most Senior Class of Noteholders shall be binding on all other Classes of Notes irrespective of the effect it has upon them. An Extraordinary Resolution (other than an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator) passed by any Class of Noteholders which is not the Most Senior Class of Noteholders shall be

ineffective unless sanctioned by an Extraordinary Resolution of the Most Senior Class or if the Trustee is of the opinion that it would not be materially prejudicial to the Most Senior Class.

The Conditions also provide that the Trustee may agree, from time to time and at any time, only with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents and without the consent or sanction of the Noteholders or any other Secured Creditors to:

- (a) any modification of the Conditions of the Notes or any of the Transaction Documents which is not, in the opinion of the Trustee, materially prejudicial to the interests of the holders of the Most Senior Class (other than in respect of a Reserved Matter); or
- (b) any modification which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error, provided that the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (a) exposing the Trustee to any Liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (b) increasing the obligations or duties, or decreasing the rights, powers, authorities, indemnification or protections, of the Trustee in the Transaction Documents and/or the Conditions.

The Trustee may also, without the consent of the Most Senior Class, determine that an Event of Default shall not, or shall not subject to specified conditions, be treated as such. See "*Terms and Conditions of the Notes – Condition 12 (Meetings of Noteholders, Modification, Waiver and Substitution)*".

The Issuer and the Trustee shall not agree to any amendment to, modification of, or supplement to (and shall procure that there is no amendment to, modification of or supplement to) any of the Transaction Documents, insofar as such amendment, modification or supplement relates to or affects (in the Interest Rate Cap Provider's reasonable opinion):

- (a) the IRC Collateral Account Priority of Payments and/or the operation of the IRC Collateral Account (other than in relation to any replacement of the Account Bank, provided such replacement has the required ratings); or
- (b) the timing or amount of any payments due to be made pursuant to the IRC Collateral Account Priority of Payments or to or from the IRC Collateral Account,

in each case, without the prior written consent of the Interest Rate Cap Provider (such consent not to be unreasonably withheld or delayed).

The Conditions also provide that the Issuer may, at any time during the term of the Trust Deed, require that the Trustee, without any consent or sanction of the Noteholders or the other Secured Creditors but subject to receipt of written consent from any of the Secured Creditors party to the Transaction Document being modified, concur with the Issuer in making any modification (other than in respect of a Reserved Matter) to the Conditions or any other Transaction Document that the Issuer considers necessary (in summary):

- A. for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies;
- B. in order to enable the Issuer to comply with any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) ("**EMIR**");
- C. for the purpose of complying with any changes in the requirements of the EU Securitisation Regulation or the UK Securitisation Regulation after the Closing Date, including as a result of any changes to the regulatory technical standards in relation to the Securitisation Regulations or any other risk retention legislation or regulations or official guidance in relation thereto;

- D. for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- E. for the purposes of enabling the Issuer to comply with FATCA and/or CRS (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- F. for the purpose of complying with any changes in the requirements of the EU CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the EU CRA Regulation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and
- G. for the purpose of changing the base rate in respect of the Notes from EURIBOR to an alternative base rate and make such other amendments as are necessary or advisable in the reasonable judgement of the Issuer to facilitate such change, subject to certain conditions, provided that the Administrator, on behalf of the Issuer, provides a certificate to the Trustee in writing in relation to such conditions more fully described in the Conditions,

in each case provided that:

- (i) other than in the case of a modification pursuant to B above, at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;
- (ii) the Issuer certifies to the Trustee that the drafting changes meet the criteria above (upon which certificate the Trustee may rely absolutely without further enquiry or liability to any person for so doing) and such certificate is delivered to the Trustee at the time the Trustee is notified of the proposed modification and on the date such modification takes effect;
- (iii) the prior written consent of each Secured Creditor which is party to the Transaction Document to be modified has been obtained;
- (iv) either:
 - a. the Issuer obtains from each of the Rating Agencies written confirmation that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); or
 - b. the Issuer certifies in the Modification Certificate or the Base Rate Modification Certificate (as applicable) that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and
- (v) the Issuer certifies in writing to the Trustee that in relation to such modification, (x) the Issuer has provided at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 20 (*Notices*) and by publication on Bloomberg on the "Company News" screen relating to the Notes, in each case specifying the date and time by which Noteholders may object to the proposed modification, and has made available at such time the modification documents for inspection at the registered office of the Trustee for the time being during normal business hours, and (y) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes outstanding have not

contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer that such Noteholders object to the proposed modification.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Issuer in accordance with the notice provided above and the then current practice of any applicable clearing system through which such Notes may be held within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed.

Objections made in writing to the Issuer other than through the applicable clearing system must be accompanied by evidence to the Issuer's and the Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

Where such Noteholders have not so notified the Issuer of such objection, or an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification, then the Trustee shall be obliged to agree to the modification and such modification will be made.

The Conditions also specify that any modification or waiver which affects a VRR Entrenched Right will require the consent of the VRR Lender. There can be no assurance that the VRR Lender will provide consent to any such modification in a timely manner or at all. The VRR Lender may act solely in its own interest and it does not have any duties to any Noteholders.

Other than where specifically provided in Condition 17.2 (*Additional Right of Modification*), as applicable, or any Transaction Document when implementing any modification pursuant to Condition 17.2 (*Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Reserved Matter or a VRR Entrenched Right), the Trustee shall not consider the interests of the Noteholders, the VRR Lender, any other Secured Creditor or any other person and shall act and rely solely and absolutely and without further investigation or liability on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Condition 17.2 (*Additional Right of Modification*) and shall not be liable to the Noteholders, the VRR Lender, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

The Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations, liabilities or duties, or decreasing the protections, rights, powers, authorisations or indemnification of the Trustee in the Relevant Documents and/or the Conditions.

Any such modification shall be binding on all Noteholders. The full requirements in relation to the modifications discussed above are set out in Condition 17.2 (*Additional Right of Modification*). There can be no assurance that the effect of such modifications to the Transaction Documents will not adversely affect the interests of the holders of one or more or all Classes of Notes or the VRR Lender.

D. COUNTERPARTY RISK

25 *Inappropriate actions or inactions taken by the Seller may cause poor or unfair outcomes for the Borrowers which may negatively affect the Issuer*

The Seller and BOIMB are part of the Group (comprising BOIG and its subsidiaries).

The Group is exposed to conduct risk which it defines as the risk that the Group, and/or its staff, conduct business in an inappropriate or negligent manner that leads to adverse customer outcomes. Conduct risk also includes the risk the Group's wholesale market activities do not meet the necessary standards of integrity and the level of

professionalism required or expected. The Group is exposed to conduct risk as a direct and indirect consequence of its normal business activities. These risks may materialise in the day-to-day execution of business processes, provision of sales and services, management of key stakeholder expectations and the various activities performed by staff, contractors and third party suppliers. Adverse customer, colleague or community impacts may arise as a result of the Group acting in an inappropriate or negligent manner. In addition, negative public, industry, government or other key external stakeholder opinions can result from the actual or perceived manner in which the Group conducts its business activities or from actual or perceived practices in the banking and finance industry. Such inappropriate or negligent actions or negative opinions may adversely affect the Group's ability to keep and attract customers which in turn may adversely affect the Group's customers, business, financial condition, results of operations and/or prospects.

The Group conducts its businesses subject to ongoing regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies, voluntary codes of practice and interpretations. Certain aspects of the Group's business may be determined by regulators in various jurisdictions or by courts not to have been conducted in accordance with the applicable local or, potentially, overseas laws and regulations, or in a fair and reasonable manner as determined by a regulatory authority. If the Group fails to comply with any relevant laws or regulations or regulatory interpretation of the laws or regulation, it may suffer reputational damage and may be subject to challenges by customers or competitors, or sanctions, fines or other actions imposed by regulatory authorities. The Group's practices may also be challenged under current regulations and standards. In such circumstances, the Group may be subject to regulatory sanctions, material financial loss or loss to reputation, which may have a material adverse effect on the Group's business, financial condition, results of operations and/or prospects.

In addition, where challenges to the Group's practices directly relate to actions taken by an Original Lender in originating the relevant underlying Mortgage Loan, there may be a financial impact on the Issuer.

In the circumstances above, the Issuer would be reliant on the representations and warranties provided by the Seller in the Mortgage Sale Agreement (see further "*Risk Factors – There is no assurance as to the accuracy of the Mortgage Loan Warranties*"). The ability of the Seller to honor its obligations for a breach of these representations and warranties may be negatively impacted by the issues highlighted above.

The Issuer is afforded a level of protection by the Loan Warranties (see further "*Risk Factors – There is no assurance as to the accuracy of the Mortgage Loan Warranties*"), however in the event of the Seller's insolvency, the Issuer may not be able to rely fully on the remedies available to the Issuer following a breach of warranty.

26 *The Issuer is reliant on third parties in order to meet its obligations under the Notes and the VRR Loan*

The Issuer is also a party to contracts with a number of other third parties who have agreed to perform services in relation to the Notes. In particular, but without limitation, the Corporate Services Provider has agreed to provide certain corporate services to the Issuer and the Deposit Account Bank has agreed to provide the Deposit Account to the Issuer, the Administrator has agreed to service the Mortgage Portfolio, the Replacement Administrator Facilitator has agreed to assist the Issuer in appointing a replacement Administrator following the termination of the Administrator's appointment, the Cash Manager has agreed to provide cash management services to the Issuer, the Paying Agents and the Registrar have agreed to provide certain agency services to the Issuer in connection with the Notes and the Interest Rate Cap Provider has agreed to provide interest rate hedging to the Issuer under the Interest Rate Cap Agreement. In the event that any of the above parties were to fail to perform their obligations under the respective agreements to which they are a party, payments on the Notes and the VRR Loan may be adversely affected.

The Interest Rate Cap Agreement will provide that upon the occurrence of certain events the Interest Rate Cap Agreement may terminate and a termination payment by either the Issuer or the Interest Rate Cap Provider will be payable. This may affect amounts available to pay interest and principal on the Notes. If the Interest Rate Cap Agreement terminates, no assurance can be given about the ability of the Issuer to enter into a Replacement IRC Agreement or about the credit rating of any replacement interest rate cap provider. In particular, if the Interest Rate

Cap Agreement terminates no assurance can be given that following the making of any termination payment to the Issuer by the Interest Rate Cap Provider, or, if applicable, by the Issuer to the Interest Rate Cap Provider, amounts standing to the credit of the IRC Collateral Account will be sufficient to allow the Issuer to make a payment to a replacement Interest Rate Cap Provider for the purpose of entering into a Replacement IRC Agreement.

The Transaction Documents do not contain any restrictions on the ability of any third party providing services to the Issuer to change their business plans and strategies and access other business lines or markets after the Closing Date. Any changes of the business plans and strategies of a third party service provider could expose that third party to additional risks (including regulatory, operational and systems risk) which could have an adverse effect on the ability of the third party to provide services to the Issuer and consequently could have an adverse effect on the Issuer's ability to perform its obligations under the Notes and the VRR Loan.

Investors should also be aware that there are third parties, on which the Issuer relies, that may be adversely impacted by the general economic climate. In particular, the economic fall-out of the Covid-19 pandemic has been severe in Ireland and globally. Though vaccines have been developed and are currently being rolled out across countries, including Ireland, Covid-19 could continue to affect economic and market conditions, notwithstanding substantial government and central bank support. This could negatively impact the third parties on which the Issuer relies and the performance of the Notes, which could ultimately result in losses on the Notes and the VRR Loan.

27 *The Issuer may not receive the appropriate level of services from the Administrator under the Administration Agreement*

The Administrator will be appointed by the Issuer to administer the Mortgage Loans. In the event that the appointment of the Administrator as administrator is terminated in accordance with the provisions of the Administration Agreement, the Replacement Administrator Facilitator will use best efforts to identify on behalf of the Issuer, and assist the Issuer in appointing, a suitable replacement administrator, in accordance with the Administration Agreement.

The Administrator's business depends on the ability of the Administrator to process a large number of transactions efficiently and accurately. Losses can result from inadequate or failed internal control processes and systems, human error, fraud or from external events that interrupt normal business operations. If an Administrator is unable to manage its credit risk effectively, its business, results of operations, financial condition and prospects could be materially adversely affected.

In the event that the Administrator fails to perform or observe all or any of its material obligations under the Administration Agreement to the extent which, taken in the aggregate with all other such failures, is materially prejudicial in the context of the transaction contemplated by the Transaction Documents, the Issuer may be required to appoint a replacement administrator.

Although as between the Seller and the Issuer, the Seller has agreed under the Mortgage Sale Agreement that it will not vary any of the terms of the Mortgage Loans or Related Security, the Seller may in its capacity as Administrator under the Administration Agreement vary certain terms in certain circumstances as set out in the Administration Agreement. As between any Borrower and the Issuer, if the Administrator were to modify the terms of the Mortgage Loans and Related Security the revised terms would apply and the Issuer would only have recourse against the Seller in its capacity as Administrator for breach of contract or breach of trust. The Administrator also has certain flexibility to agree Product Switches in respect of the Mortgage Loans and this may impact on the make-up, value and payments received by the Issuer in respect of the Mortgage Portfolio and the ability of the Issuer to make payments of interest and principal on the Notes and the VRR Loan.

If the appointment of the Administrator is terminated, the collection of payments on the Mortgage Loans and the provision of the Administration Services could be disrupted during the transitional period in which the performance of the Administration Services is transferred to a replacement administrator. Any failure or delay in collection of payments on the relevant Mortgage Loans resulting from a disruption in the administration of the Mortgage Loans could ultimately adversely affect payments of interest and principal on the Notes and the VRR Loan. A failure or

delay in the performance of the services, in particular reporting obligations, could affect the payments of interest and principal on the Notes and the VRR Loan.

There can be no assurance that a replacement administrator with sufficient experience of servicing the Mortgage Loans and Related Security would be found who would be willing and able to service the Mortgage Loans and Related Security on the terms, or substantially similar terms, set out in the Administration Agreement.

Further, it may be that the terms on which a replacement administrator may be appointed are substantially different from those set out in the Administration Agreement and the terms may be such that the Noteholders may be adversely affected. In addition, as described below, any replacement administrator will be required, *inter alia*, to be authorised or deemed authorised under the CBA 1997, as amended by the CSA in order to service the Mortgage Loans and Related Security. This requirement may limit the number of potential replacement administrators and may make it more difficult or costly to find a replacement administrator if the appointment of the Administrator were terminated, which could adversely affect the timing or the amount of payments on the Notes and the VRR Loan.

Furthermore, the ability of a replacement administrator to fully perform the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a replacement administrator may affect payments on the Mortgage Loans and hence the Issuer's ability to make payments when due on the Notes and the VRR Loan. Such risk is mitigated by the provisions of the Administration Agreement pursuant to which the Replacement Administrator Facilitator, in certain circumstances, will assist the Issuer in appointing a replacement administrator.

The Administrator has no obligation itself to advance payments that Borrowers fail to make in a timely fashion.

28 *A change in counterparties may adversely impact the interests of the Issuer*

The parties to the Transaction Documents who receive and hold monies or provide support to the transaction pursuant to the terms of such documents (such as the Deposit Account Bank) are required to satisfy certain criteria in order to remain a counterparty to the Issuer.

These criteria may include requirements in relation to the short-term and long-term unguaranteed and unsecured ratings ascribed to such party by the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document and the cost to the Issuer may therefore increase. This may reduce amounts available to the Issuer to make payments of interest on the Notes and the VRR Loan.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may (but shall not be obliged to) agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders may not be required in relation to such amendments and/or waivers.

29 *There are potential conflicts of interest among parties to the transaction*

The Arranger, the Lead Manager, the Trustee and other parties to the transaction have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Seller in the ordinary course of business. Other parties to the transaction may also perform multiple roles. Accordingly, conflicts of interest may exist or may arise as a result of parties having previously engaged or in the future engaging in transactions with other parties, having multiple roles or carrying out other transactions for third parties. The parties to the transaction may, pursuant to the Transaction Documents, be replaced by one or more new parties. It cannot be excluded that such a new party could also have a potential conflicting interest, which might ultimately have a negative impact on the ability of the Issuer to perform its obligations in respect of the Notes which could ultimately result in losses on the Notes and the VRR Loan.

30 ***The Trustee is not obliged to act in certain circumstances***

Upon the occurrence of an Event of Default, the Trustee in its absolute discretion may, and if so directed in writing by the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class outstanding shall (subject, in each case, to being indemnified and/or prefunded and/or secured to its satisfaction), deliver an Enforcement Notice to the Issuer declaring that the Notes are immediately due and repayable at their respective Principal Amount Outstanding, together with accrued interest thereon and all amounts due in respect of the VRR Loan and the Security will become enforceable as provided in the trust deed dated on or about the Closing Date between the Issuer and the Trustee (the "**Trust Deed**").

The Trustee may, at any time, at its discretion and without notice, take such proceedings, actions or steps against the Issuer or any other party to any of the Transaction Documents as it may think fit to enforce the provisions of the Notes or the Trust Deed (including the Conditions) or the Deed of Charge or the other Transaction Documents to which it is a party or in respect of which it holds security. In respect of and at any time after the service of an Enforcement Notice, the Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security. However, the Trustee shall not be bound to take any such proceedings or steps (including, but not limited to, the giving of an Enforcement Notice in accordance with Condition 13 (*Events of Default*)) unless it should have been directed to do so by the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class and it shall have been indemnified and/or secured and/or prefunded to its satisfaction. The Trustee shall not be required to take any action which the Trustee considers to be credit servicing for the purposes of the CBA 1997 or otherwise a regulated activity.

See further "*Conditions of the Notes- Condition 14 (Enforcement)*" below.

In addition, the Trustee benefits from indemnities given to it by the Issuer pursuant to the Transaction Documents which rank in priority to the payments of interest and principal on the Notes and amounts due in respect of the VRR Loan.

In relation to the covenant to be given by the Seller (as originator) to the Issuer and the Trustee in the Mortgage Sale Agreement in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation regarding the material net economic interest to be retained by the Seller in the securitisation and certain requirements as to providing investor information in connection therewith, the Trustee will not be under any obligation to monitor the compliance by the Seller with such covenant and will not be under any obligation to take any action in relation to non-compliance with such covenant (unless otherwise directed by the Secured Creditors (including the Noteholders) in accordance with the Transaction Documents and subject always to their right to be indemnified against any liability they may incur by so acting).

There is a risk to each Noteholder that the Trustee may not be required to act or may not be required to refrain from acting, as the case may be, in accordance with an instruction from certain Noteholders where the Trust Deed permits the Trustee to take a different course of action.

E. MARKET RISKS IMPACTING THE VALUE OF THE NOTES

31 ***Credit ratings assigned to any Notes may not reflect all the risks associated with an investment in those Notes***

The expected ratings of the Rated Notes to be assigned on the Closing Date are set out under "Ratings" above. A rating is not a recommendation to buy, sell or hold securities and there is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any one or more of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. At any time, a Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Rated Notes may be lowered or withdrawn. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value and/or liquidity of the Rated Notes. The ratings of the Class C Notes, the Class D Notes, the Class E Notes and the Class

F Notes do not address the likelihood of receipt of any amount in respect of Additional Note Payments. The Class Z Notes will not be rated by the Rating Agencies.

Agencies other than the Rating Agencies could seek to rate the Notes and if such "unsolicited ratings" are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any reference to "**ratings**" or "**rating**" in this Prospectus is to the ratings assigned by the specified Rating Agencies only.

32 ***Absence of secondary market for the Notes may affect the market value of the Notes***

There can be no assurance that there is an active and liquid market for the Notes and no assurance is provided that a secondary market for the Notes will exist as at the date of this Prospectus or in the future, in particular as a result of any restructuring of sovereign debt by countries in the Eurozone. Any investor in the Notes must be prepared to hold its Notes for an indefinite period of time or until the Final Maturity Date or alternatively such investor may only be able to sell its Notes at a discount to the original purchase price of those Notes.

The secondary market for mortgage-backed securities has in the past experienced significant disruptions resulting from reduced investor demand for such securities. If limited liquidity were to occur in the secondary market it could have a material adverse effect on the market value of mortgage-backed securities including the Notes issued by the Issuer, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. It is not known whether such market conditions will recur.

Whilst central bank schemes such as the European Central Bank liquidity scheme provide an important source of liquidity in respect of eligible securities, such as mortgage-backed securities, the eligibility criteria have become and may continue to become more restrictive, which is likely to adversely impact secondary market liquidity for mortgage-backed securities in general, regardless of whether the Notes are eligible securities for the purpose of such facilities.

In addition, potential investors should be aware that global markets have had numerous set-backs in recent years, and uncertainty is continuing in many parts of the global markets. This could affect the secondary market for instruments similar to the Notes. In particular, at the date of this Prospectus, there are challenges not only for the Irish economy, but also some other European countries, which are in discussions with other countries in the Eurozone and with the International Monetary Fund and other creditors for financial assistance. A number of them are either in the process of establishing, or have already established and are implementing, austerity programmes. It is unclear what the effect of these discussions would be on the Eurozone or the Irish economy. This uncertainty may have implications for the liquidity of the Notes in the secondary market.

33 ***Ratings confirmation in relation to the Rated Notes in respect of certain actions***

The terms of certain Transaction Documents require the Rating Agencies to be notified in relation to certain actions proposed to be taken by the Issuer and the Trustee and such actions will only be effective to the extent there has been no reduction, qualification or withdrawal by the Rating Agencies of the then current rating of the Rated Notes (a "**Ratings Confirmation**").

A Ratings Confirmation that any action proposed to be taken by the Issuer or the Trustee will not have an adverse effect on the then current rating of the Notes does not, for example, confirm that such action (i) is permitted by the terms of the Transaction Documents or (ii) is in the best interests of, or not prejudicial to, Noteholders. While entitled to have regard to the fact that the Rating Agencies have confirmed that the then current rating of the relevant class of the Rated Notes would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the Noteholders), the Issuer, the Arranger, the Lead Manager, the Trustee or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Noteholders), the Issuer, the Arranger, the Lead Manager, the Trustee or any other person whether by way of contract or otherwise.

Any such Ratings Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Ratings Confirmation in the time available or at all, and the Rating Agency is likely to state that it is not responsible for the consequences thereof. A Ratings Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the securities form part since the Closing Date. A Ratings Confirmation represents only a restatement of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the transaction.

Certain Rating Agencies have indicated that they will no longer provide Ratings Confirmations as a matter of policy. To the extent that a Ratings Confirmation cannot be obtained, whether or not a proposed action will ultimately take place will be determined in accordance with the provisions of the relevant Transaction Documents and specifically the relevant modification and waiver provisions.

34 *Changes or uncertainty in respect of EURIBOR may affect value of Notes and the payment of interest thereunder*

Following highlighted vulnerabilities of benchmarks raising concerns about the appropriateness of the processes and methodologies used in determining interbank offered rates, the Euro Interbank Offered Rate ("**EURIBOR**") which is set by the European Money Markets Institute (the "**EMMI**") has been subject to review and various investigations to analyse how increasing loss of confidence in interbank offered rates, including EURIBOR, could be improved. Whilst no changes to the EURIBOR methodology are expected in the short term, the EMMI has stated that it remains committed to reforming the EURIBOR quote based methodology to anchor it in transactions and adapt it to the evolving market circumstances. Investors should be aware that actions by the EMMI, regulators or law enforcement agencies may affect EURIBOR (and/or determination or availability thereof) in unknown ways which could affect the determination of the rate of interest and the ability of the Issuer to meet its obligations in respect of the Floating Rate Notes and could have a material adverse effect on the value of the Floating Rate Notes. Furthermore, uncertainty with respect to EURIBOR may affect the liquidity of such Floating Rate Notes.

F. LEGAL AND REGULATORY RISKS

35 *The claims of certain creditors may take priority over creditors holding fixed security in an insolvency of the Issuer in Ireland*

Under Irish law, if a liquidator or a receiver is appointed to an Irish company such as the Issuer, the claims of a limited category of preferential creditors will take priority over the claims of unsecured creditors and holders of floating security. These preferred claims include taxes, such as income tax and corporation tax payable before the date of appointment of the liquidator or receiver and arrears of VAT, together with accrued interest thereon. For the circumstances in which fixed security granted by the Issuer may take effect as floating security, please see the section entitled "*Certain Legal and Regulatory Matters affecting the Mortgage Loans, the Notes and the VRR Loan - Fixed Charges may take effect as Floating Charges*" below.

Under Irish law, upon an insolvency of an Irish company such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company which have been approved by the Irish courts. See "*There are risks in the event that an examiner is appointed in respect of the Issuer in Ireland which may reduce the payments under the Notes and the VRR Loan*" below.

The holder of a fixed security interest over the book debts of an Irish incorporated company (which would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company. Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 days of its creation, the holder's liability is limited to the amount of certain outstanding Irish

tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company (or any person who is liable to pay, remit or account for tax to the Irish Revenue Commissioners) by another person in order to discharge any liabilities of the company in respect of outstanding tax (whether Irish, EU, or pursuant to a treaty or mutual assistance agreement) whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

36 *There are risks in the event that an examiner is appointed in respect of the Issuer in Ireland which may reduce the payments under the Notes and the VRR Loan*

Examinership is a court procedure available under the Companies Act 2014 (as amended) (the "**Companies Act**") to facilitate the survival of Irish companies in financial difficulties.

The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the Irish High Court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection (which is for an initial period of 70 days and may be extended to 100 days and further extended to 150 days at the discretion of the Court), the examiner will compile proposals for a compromise or scheme or arrangement to assist in the survival of the company or the whole or any part of its undertaking as a going concern. The ability to extend the period of protection to 150 days is an interim measure introduced as a result of the Covid-19 pandemic pursuant to the Companies (Miscellaneous Provisions) (Covid-19) Act 2020 and will remain in force until 9 June 2021, although it may be further extended.

A scheme of arrangement may be approved by either the Irish Circuit Court or the Irish High Court (as applicable, and each, a "**relevant Irish Court**") when at least one class of creditors whose interests or claims would be impaired by implementation of the proposals has voted in favour of the proposals and the relevant Irish Court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement and the proposals are not unduly prejudicial to the interests of any interested party.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by the Issuer in the Conditions), the Trustee would be in a position to reject any proposal not in favour of the Noteholders. The Trustee would only be obliged to reject any proposal if (i) it were instructed to do so by the Noteholders through an Extraordinary Resolution) and (ii) it were indemnified and/or secured and/or prefunded to its satisfaction against any liabilities which it may incur by so acting. The Trustee would also be entitled to argue at the relevant Irish Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Noteholders or other Secured Creditors, especially if such proposals included a writing down to the value of amounts due by the Issuer to the Noteholders or the other Secured Creditors or resulted in Noteholders receiving less than they would have if the Issuer was wound up.

The primary risks to the Noteholder if an examiner were appointed to the Issuer are as follows:

- (a) the Trustee may not be able to enforce the security created pursuant to the Deed of Charge during the period of examinership;

- (b) the potential for a scheme of arrangement being approved involving the writing down of the debt due by the Issuer to the Noteholders and the other Secured Creditors as secured pursuant to the Deed of Charge;
- (c) the potential for the examiner to seek to set aside any negative pledge in the Notes prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- (d) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish Court) will take priority over the amounts secured by the charges held for the benefit of the Noteholders and the other Secured Creditors under the Deed of Charge.

37 ***There may be delays in enforcement in respect of the Mortgage Loans***

Delays could be encountered in connection with enforcement and recovery of the Mortgage Loans, resulting in corresponding delays in the receipt of related proceeds by the Issuer.

The Mortgage Portfolio includes Mortgage Loans secured over PDHs, family homes / shared homes and residential buy-to-let properties.

In order to realise its security in respect of a Property, the relevant mortgagee (be it the legal owner, the Administrator, the Issuer as beneficial owner or the Trustee or its appointee (if the Trustee has taken enforcement action against the Issuer)) will need to obtain possession of such Property. There are two means of obtaining possession under Irish law: (i) by taking physical possession (seldom done in practice) and (ii) by applying for, obtaining and enforcing a court order for possession.

The Issuer may encounter significant delays arising from judicial procedures, which often entail significant legal and other costs and the decision of an Irish court cannot be determined with certainty in such a scenario. In considering an application for a possession order, an Irish court has a very wide discretion: for example, an Irish court has certain powers to adjourn possession proceedings, to stay any possession order and to postpone the date for delivery of possession. The Irish courts may also have particular regard to the interests and circumstances of borrowers in disputes relating to the enforcement of security. As a result of these factors, enforcement of security or recovery of delinquent loans in Ireland may be more difficult, take longer and involve higher costs for lenders as compared to other jurisdictions, or it may not be feasible for the court to enforce security.

Any such delays on enforcement could impact recovery of the Mortgage Loans. This in turn could have an adverse effect on amounts available to make payments under the Notes and the VRR Loan.

38 ***European Market Infrastructure Regulation***

Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012, as amended by Regulation (EU) No 2019/834 ("**EMIR Refit 2.1**"), establishes certain regulatory requirements for counterparties to OTC derivatives contracts, including a mandatory clearing obligation for certain classes of OTC derivatives (the "**Clearing Obligation**"), (ii) a margin posting obligation for OTC derivatives contracts not subject to clearing (the "**Collateral Obligation**"), (iii) daily valuation and other risk-mitigation techniques for OTC derivatives contracts not subject to clearing by an authorised or recognised central counterparty (a "**CCP**"), and (iv) certain reporting and record-keeping requirements.

Under EMIR, counterparties can be classified as (i) financial counterparties ("**FCs**") (which, following changes made by EU EMIR Refit 2.1, includes a sub-category of small FCs and (ii) non-financial counterparties. The latter classification is further split into (i) non-financial counterparties whose positions, together with the positions of all other non-financial counterparties in its "group" (as defined in EMIR), in OTC derivatives (excluding hedging positions) exceed any of the specified clearing thresholds ("**NFC+s**", and together with FCs, the "**In-scope Counterparties**") and (ii) non-financial counterparties whose positions, together with the positions of all other non-financial counterparties in its "group" (as defined in EMIR), in OTC derivatives (after the exclusion of hedging

positions) do not exceed any of the specified clearing thresholds ("**NFC-s**"). In-scope Counterparties may be subject to the Clearing Obligation or, to the extent that the relevant OTC derivatives are not subject to clearing, to the Collateral Obligation. Such obligations do not apply in respect of NFC- entities. On the basis that the Issuer is currently an NFC-, OTC derivative contracts that are entered into by the Issuer would not be subject to the Clearing Obligation or the Collateral Obligation. If the Issuer's counterparty status as an NFC- changes then certain OTC derivative contracts that are entered into by the Issuer may become subject to the Clearing Obligation or Collateral Obligation. It should also be noted that the Collateral Obligation should not in any event apply in respect of any OTC derivative entered into by the Issuer on or prior to the date of application unless such OTC derivative is materially amended on or after such date.

Further, OTC derivatives contracts that are not cleared by a CCP are also subject to certain other risk-mitigation techniques, including arrangements for timely confirmation of OTC derivatives contracts, portfolio reconciliation, dispute resolution and arrangements for monitoring the value of outstanding OTC derivatives contracts. These requirements are already in effect. In addition, under EMIR, counterparties must report all their OTC and exchange traded derivatives contracts to an authorised or recognised trade repository or to ESMA.

Notwithstanding the qualifications on application described above, the position of any OTC derivatives entered into by the Issuer under each of the Clearing Obligation and Collateral Obligation is not entirely clear and may be affected by further measures still to be made. If the classification of the Issuer changes and, to the extent relevant, any OTC derivative entered into by the Issuer is regarded to be in-scope, then such OTC derivative entered into or materially amended on or after the date of application may become subject to the Clearing Obligation or (more likely) to the Collateral Obligation. Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with these obligations if applicable, which may (i) lead to regulatory sanctions (which may include a fine), (ii) adversely affect the ability of the Issuer to continue to be party to such OTC derivative (possibly resulting in a restructuring or termination of such OTC derivative) or to enter into other OTC derivatives and/or (iii) significantly increase the cost of such arrangements, thereby negatively affecting the ability of the Issuer to hedge certain risks. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors receiving less interest or principal than expected.

Additionally, EMIR-related amendments may be made to the Transaction Documents and/or the Conditions by the Trustee without the consent of the Noteholders and without the consent of any other Secured Creditors. In each case, EMIR-related amendments may be made irrespective of whether such modifications are materially prejudicial to the Most Senior Class of outstanding Notes.

G. TAX RISKS

39 EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive 2

As part of its anti-tax avoidance package, and to provide a framework for a harmonised implementation of a number of the BEPS conclusions across the EU, the EU Council adopted Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**") on 12 July 2016.

The EU Council adopted Council Directive (EU) 2017/952 (the "**Anti-Tax Avoidance Directive 2**") on 29 May 2017, amending the Anti-Tax Avoidance Directive, to provide for minimum standards for counteracting hybrid mismatches involving EU member states and third countries. EU member states had until 31 December 2018 to implement the Anti-Tax Avoidance Directive (subject to derogations for EU member states which have equivalent measures in their domestic law) and had until 31 December 2019 to implement the Anti-Tax Avoidance Directive 2 (except for measures relating to reverse hybrid mismatches, which must be implemented by 31 December 2021).

The Directives contain various measures that could, depending on their implementation in Ireland, potentially result in certain payments made by the Issuer ceasing to be fully deductible. This could increase the Issuer's liability to tax and reduce the amounts available for payments on the Notes. There are two measures of particular relevance.

First, the Anti-Tax Avoidance Directive provides for an "interest limitation rule" which restricts the deductible interest of an entity to the higher of (a) EUR 3,000,000 or (b) 30 per cent. of its earnings before interest, tax, depreciation

and amortisation. However, the interest limitation only applies to the net borrowing costs of an entity (being the amount by which its borrowing costs exceed its taxable interest revenues and other economically equivalent taxable revenues). This measure has not yet been implemented in Ireland. The Department of Finance is currently engaging in a stakeholder consultation on foot of its interest limitation feedback statement (published on 23 December 2020). It has been indicated in that feedback statement that the interest limitation rule will be introduced in Finance Bill 2021 with effect from 1 January 2022. The exact scope of the measure and its impact on the Issuer's tax position will depend on how this is implemented in Ireland.

Secondly, the Anti-Tax Avoidance Directive (as amended by the Anti-Tax Avoidance Directive 2) provides for hybrid mismatch rules. These rules apply in Ireland with effect from 1 January 2020 and are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities. These rules could potentially apply to the Issuer where: (i) the interest that it pays under the Notes, and claims deductions from its taxable income for, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (ii) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise or under a structured arrangement. It is not clear if the Issuer would have any associated enterprise, however if the Issuer has, or had at any time, an associated enterprise, unless there is a hybrid mismatch, the measures should not impact payments on the Notes.

For the purposes of the hybrid rules, a structured arrangement is one involving a mismatch outcome where the mismatch outcome is priced into the terms of the arrangement or the arrangement was designed to give rise to a mismatch outcome. Absent any guidance from the Revenue Commissioners on how they will approach structured arrangements, it is not yet clear if this would apply to the transaction to bring it within scope of the hybrid rules.

40 ***Withholding Tax under the Notes***

In the event that withholding taxes are imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, neither the Issuer nor any Paying Agent nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of withholding taxes. The imposition of such withholding taxes would entitle (but not oblige) the Issuer to redeem the Notes at their Principal Amount Outstanding plus accrued interest. Please see the section entitled "Taxation – Ireland Taxation in relation to Irish withholding tax."

41 ***The Intermediaries Directive – DAC6***

On 25 May 2018, the EU Council formally adopted Directive 2018/822 amending Directive 2011/16/EU with respect to mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (the "**Intermediaries Directive**"), also known as DAC6. The Intermediaries Directive, which took effect on 25 June 2018, requires 'intermediaries' such as tax advisors, accountants and lawyers that design and/or promote tax planning arrangements or otherwise aid, assist or advise with respect to such design and/or promotion of tax planning arrangements to report cross-border transactions and arrangements that are considered by the EU to be potentially aggressive and that contain one or more certain 'hallmarks'.

Historic reportable cross-border arrangements are reportable (where the first step of implementation is made between the date of entry into force of the Intermediaries Directive (25 June 2018) and the date of application of the Intermediaries Directive (1 July 2020)) by 28 February 2021 and are to be exchanged by 30 April 2021. Broadly, reportable cross-border arrangements entered into between 1 July 2020 and 31 December 2020 or on or after 1 January 2021 will be reportable within 30 days of the first step in implementation being taken.

As this transaction will be undertaken post 25 June 2018, the Intermediaries Directive may be applicable to it.

42 ***EU Financial Transaction Tax***

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission's Proposal**"), for a financial transaction tax ("**FTT**") to be adopted in certain participating EU Member States (including

Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If the Commission's Proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT would apply to persons both within and outside of the participating Member States. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State, or (b) where the financial instrument which is subject to the financial transaction is issued in a participating Member State.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)) if it is adopted based on the Commission's Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. To the extent that such liabilities may arise at a time when winding up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of Noteholders and other secured creditors. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Under the Commission's Proposal, primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

43 ***Risks related to Capital Gains Tax in respect of the Properties***

In relation to the disposal of assets of an Irish tax resident individual or of Irish land or buildings which are subject to security, such as the disposal of a Property in respect of which a Borrower was granted a Mortgage, a person entitled to the benefit of such security may be liable for tax in relation to any capital gains made by the individual on a disposal of those assets upon exercise of the security. Capital gains tax will arise in respect of the gain at a rate of 33 per cent. Tax is calculated by reference to the excess of the net disposal proceeds over the allowable acquisition costs (including enhancement expenditure) and is calculated without reference to the amounts outstanding on the Mortgage.

There is an exemption from Irish capital gains tax on gains arising on the disposal by an individual of his PPR, which broadly covers gains arising on the disposal of the dwelling house which has been occupied by the individual as his only or main residence since he acquired the property.

This PPR exemption is unlikely to be available in respect of the disposal of Properties which secure Buy to Let Mortgage Loans. Therefore, if enforcement proceedings are taken in respect of a Buy to Let Mortgage and the related Property is disposed of as part of such proceedings, any capital gains tax arising from such disposal will have to be paid out of the net disposal proceeds and in priority to the payments of amounts due under the related Mortgage. This priority ranking of a capital gains tax liability could result in there being insufficient funds to repay all amounts due under the related Mortgage even in circumstances where the net disposal proceeds are greater than such due amounts (a "**shortfall risk**") and in turn may adversely affect the funds available to the Issuer to meet its obligations under the Notes.

However, this shortfall risk will only occur where, as part of enforcement proceedings, a capital gain is realised on the disposal of a Property. In addition, this shortfall risk is most likely to arise in circumstances where (i) a Borrower originally acquired a Property with finance provided by a third party and subsequently refinanced such acquisition

with a Mortgage Loan (a "**Refinancing Mortgage**") or (ii) the Originator has provided a further advance to an existing Mortgage, in each case in circumstances where the value of the Property had increased from the date of its original acquisition.

44 **Corporation tax – Deductibility of Interest**

Interest or other distributions paid out on the Notes which are profit dependant (to the extent to which such distributions exceed a reasonable commercial rate of return as determined at the creation of the Notes) or exceeds a reasonable commercial return (the "**Affected Interest**") may not be deductible in full to the extent that interest is associated with 'specified property business' carried on by a Qualifying Company. A 'specified property business' means, subject to a number of exceptions, a business of holding "specified mortgages", units in an Irish Real Estate Fund (within the meaning of Chapter 1B of Part 27 TCA) or shares that derive their value or the greater part of their value directly or indirectly from Irish real estate. A **specified mortgage** for this purpose includes a loan which is secured on, and which derives its value, or the greater part of its value, directly or indirectly, from, Irish land.

Where Affected Interest arises and an exemption is not available, it is treated as a distribution which is not deductible for tax purposes and will thus form part of the taxable profits of the Issuer and will also be subject to dividend withholding tax (subject to any available exemptions).

However, exemption from these rules is available in the case of a "CMBS/RMBS transaction", as defined in Section 110(5A) of the TCA. Broadly, a "CMBS/RMBS transaction" refers to a securitisation transaction within the meaning of Article 4(1)(61) of Regulation (EU) No. 575/2013 ("**Capital Requirements Regulation**" or "**CRR**" (which is now reflected in Article 2(1) of the Securitisation Regulation) (formerly entered into by a Qualifying Company where the originator, within the meaning of Article 4(a) or 4(b) of the CRR (now reflected in Article 2(3)(a) or Article 2(3)(b) of the Securitisation Regulation), retains a net economic interest in the credit risk of the securitisation position in accordance with Article 405 of the CRR (now reflected in Article 6(3)(a) of the Securitisation Regulation) and, in the case of an originator within the meaning of Article 4(b) of the CRR (now reflected in Article 2(3)(b) of the Securitisation Regulation) is a regulated financial institution or credit institution (within the meaning of the CRR) regulated by a competent authority in a relevant member state of the European Union including Ireland or is authorised by a third country authority, recognised by the European Commission as having supervisory and regulatory arrangements at least equivalent to those applied in a relevant member state, or Ireland, to carry out similar activities.

45 **U.S. Foreign Account Tax Compliance Withholding**

Whilst the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the Foreign Account Tax Compliance Act ("**FATCA**") will affect the amount of any payment received by the ICSDs (see "*Taxation – U.S. Foreign Account Tax Compliance Withholding*"). However, FATCA may affect payments made to custodians or intermediaries (including any clearing system other than Euroclear or Clearstream, Luxembourg) in the payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives a payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should, to the extent they have a discretion to do so, choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA, including any legislation relating to an intergovernmental agreement entered into pursuant to FATCA (an "**IGA**"), if applicable) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Issuer, any paying agent or any other person would, pursuant to the terms and conditions of the Notes or any Transaction Document, be required to pay additional amounts as a result of the deduction or withholding. As a result,

if FATCA withholding were to apply to payments on the Notes, investors may receive less interest or principal than they would otherwise receive.

For a discussion of the implementation of FATCA in Ireland see "*Ireland Taxation – Information exchange and the implementation of FATCA in Ireland*".

46 **U.S. Risk Retention**

The U.S. Risk Retention Rules generally require the "sponsor" of a "securitisation transaction" to retain at least 5 per cent. of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5 per cent. of the credit risk of the Notes for the purposes of the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the ABS interests (as defined in Section 2 of the U.S. Risk Retention Rules) are issued, as applicable) of all classes of ABS interests (as defined in Section 2 of the U.S. Risk Retention Rules) issued in the securitisation transaction are sold or transferred to U.S. persons (as defined in Section 20 of the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**") or for the account or benefit of Risk Retention U.S. Persons; (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

Prior to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first disclose to the Arranger and the Lead Manager that it is a Risk Retention U.S. Person and obtain the written consent of the Seller. Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S under the Securities Act, and that persons who are not "U.S. persons" under Regulation S under the Securities Act may be U.S. persons under the U.S. Risk Retention Rules. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h), which are different than comparable provisions from Regulation S under the Securities Act.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "**U.S. person**" (and Risk Retention U.S. Person) in this Prospectus means any of the following:

- (a) any natural person resident in the United States;
- (b) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States;
- (c) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- (d) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership, corporation, limited liability company, or other organisation or entity if:
 - (i) organised or incorporated under the laws of any foreign jurisdiction; and
 - (ii) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.

Each purchaser of Notes, including beneficial interests therein, will be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person (unless it has obtained the prior written consent of the Seller), (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note, and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether failure by the sponsor to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or their market value. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the sponsor to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

None of the Issuer, the Seller, the Trustee, the Arranger, the Lead Manager or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transaction described in this Prospectus complies with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

H. RISKS RELATING TO THE CHARACTERISTICS OF THE NOTES

47 *Book-Entry Interests*

Unless and until Definitive Certificates are issued in exchange for the Book-Entry Interests, holders and beneficial owners of Book-Entry Interests will not be considered the legal owners or holders of the Notes under the Trust Deed. After payment to the Principal Paying Agent, the Issuer will not have responsibility or liability for the payment of interest, principal or other amounts in respect of the Notes to Euroclear or Clearstream, Luxembourg or to holders or beneficial owners of Book-Entry Interests.

A nominee for the Common Safekeeper will be considered the registered holder of the Notes as shown in the records of Euroclear or Clearstream, Luxembourg and will be the sole legal holder of the Global Notes under the Trust Deed while the Notes are represented by the Global Notes. Accordingly, each person owning a Book-Entry Interest must rely on the relevant procedures of Euroclear and Clearstream, Luxembourg and, if such person is not a participant in such entities, on the procedures of the participant through which such person owns its interest, to exercise any right of a Noteholder under the Trust Deed.

Except as noted in the previous paragraph, payments of principal and interest on, and other amounts due in respect of, the Global Notes will be made by the Principal Paying Agent to a nominee of the Common Safekeeper for Euroclear and Clearstream, Luxembourg. Upon receipt of any payment from the Principal Paying Agent, Euroclear and Clearstream, Luxembourg, as applicable, will promptly credit participants' accounts with payment in amounts proportionate to their respective ownership of Book-Entry Interests as shown on their records. The Issuer expects

that payments by participants or indirect payments to owners of Book-Entry Interests held through such participants or indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in "street name", and will be the responsibility of such participants or indirect participants. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, the Book-Entry Interests or for maintaining, supervising or reviewing any records relating to such Book-Entry Interests.

Unlike Noteholders, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by or on behalf of the Issuer for consents or requests by or on behalf of the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Notes, holders of Book-Entry Interests will be restricted to acting through Euroclear and Clearstream, Luxembourg unless and until Definitive Certificates are issued in accordance with the relevant provisions described herein under "*Terms and Conditions of the Notes*" below. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Trustee, any Paying Agent, the Registrar or any of their agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

The lack of Notes in physical form could also make it difficult for a Noteholder to pledge such Notes if Notes in physical form are required by the party demanding the pledge and hinder the ability of the Noteholder to recall such Notes because some investors may be unwilling to buy Notes that are not in physical form.

Certain transfers of Notes or interests therein may only be effected in accordance with, and subject to, certain transfer restrictions and certification requirements and in accordance with the rules and regulations of any applicable clearing system. In order for a Noteholder to effect a transfer of Notes to a potential purchaser, the Noteholder and the potential purchaser will need to comply with the applicable transfer restrictions (see "*Transfer Restrictions and Investor Representations*" below). To the extent such transfer restrictions cannot be complied with, a Noteholder should be prepared to hold its Notes until the Final Maturity Date or until it can effect a transfer to a potential purchaser that complies with the requirements of the applicable transfer restrictions. In order to comply with any applicable laws and regulations in respect of such transfer, potential purchasers of Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered.

48 ***Projections, Forecasts and Estimates***

Any projections, forecasts and estimates provided to prospective purchasers of the Notes are forward looking statements. Projections are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, the projections are only an estimate. Actual results may vary from the projections, and the variations may be material.

Some important factors that could cause actual results to differ materially from those in any forward looking statements include changes in interest rates, market, financial, political, regulatory or legal uncertainties and mismatches between the timing of accrual and receipt of interest and principal from the Mortgage Loans, among others. If potential investors base their decision to purchase the Notes on any projections, forecasts and estimates provided and the actual results vary materially from projections, this could ultimately result in losses on the Notes.

None of the Issuer, the Seller, the Arranger, the Lead Manager or any other Transaction Party or any of their respective affiliates has any obligation to update or otherwise revise any projections, including any revisions to reflect changes in economic conditions or other circumstances arising after the date hereof or to reflect the occurrence of unanticipated events, even if the underlying assumptions do not come to fruition.

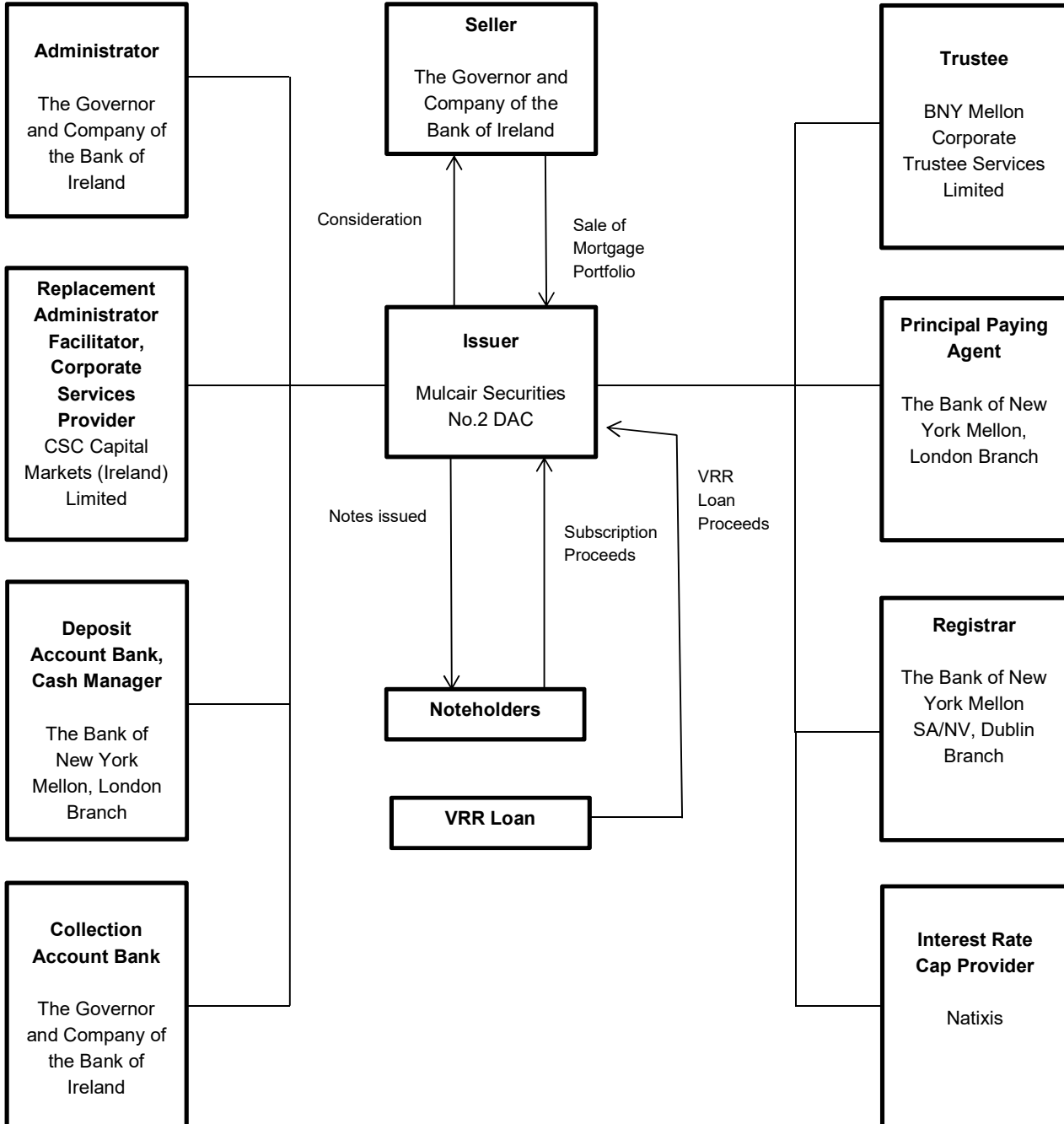
49 ***Eurosystem eligibility***

The Global Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Global Notes will, upon issue, be deposited with a Common Safekeeper for Euroclear and Clearstream, Luxembourg and registered in the name of a nominee of the Common Safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem (Eurosystem eligible collateral) either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. It is not expected that the Class A, Class B Notes, Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or Class Z Notes will satisfy the Eurosystem eligibility criteria. Any potential investor in the Notes should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral.

STRUCTURE DIAGRAMS

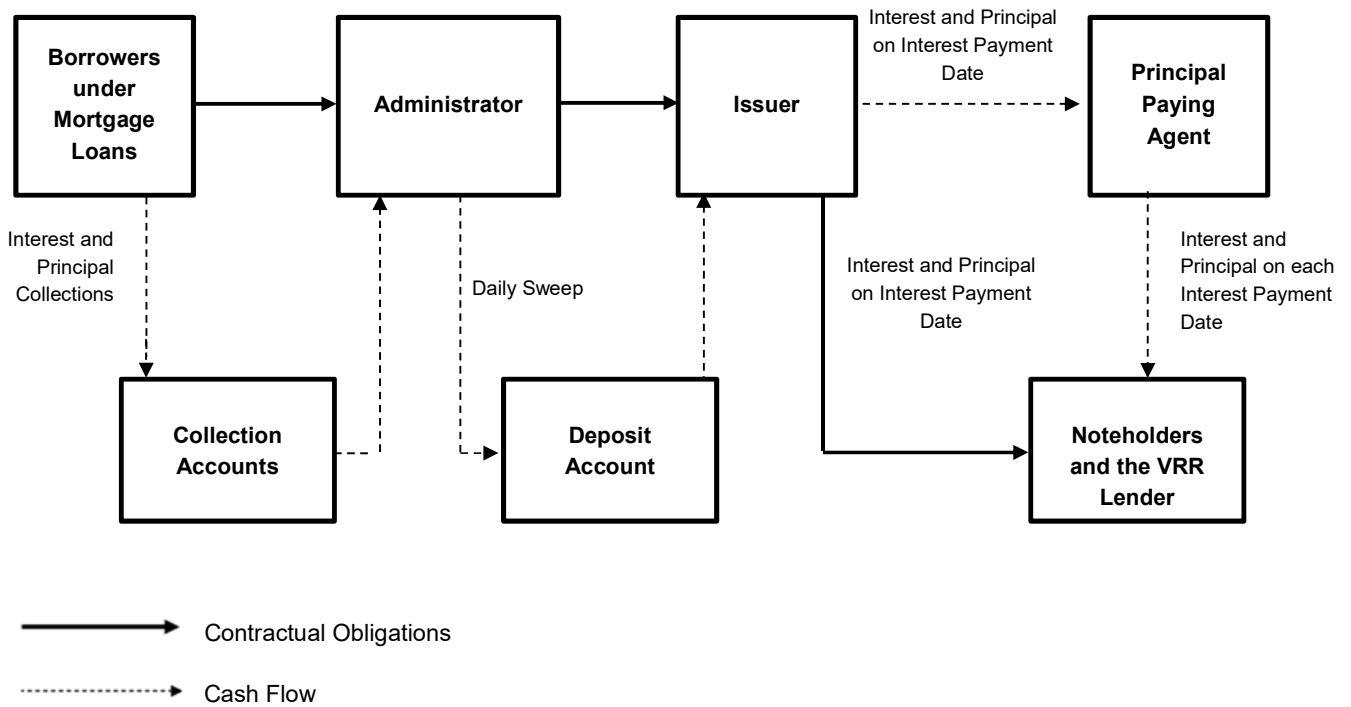
DIAGRAMMATIC OVERVIEW OF TRANSACTION

Figure 1 – Transaction Structure



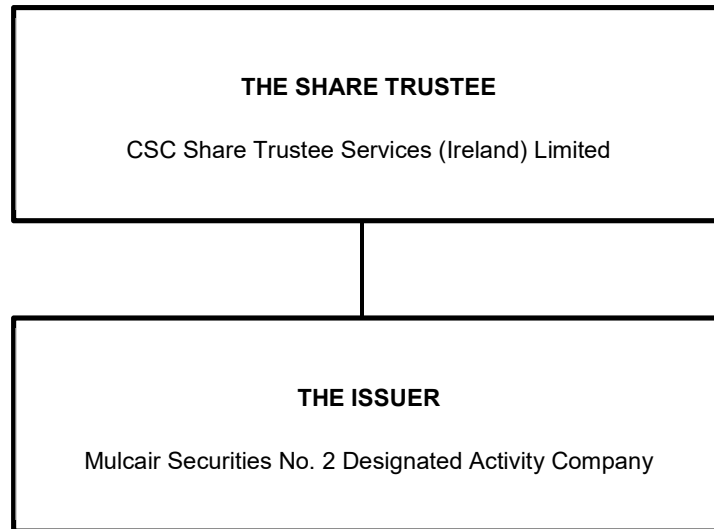
DIAGRAMMATIC OVERVIEW OF ON-GOING CASHFLOW

Figure 2 – Cashflow Structure



DIAGRAMMATIC OVERVIEW OF OWNERSHIP STRUCTURE

Figure 3 – Ownership Structure - Issuer



The entire issued share capital of the Issuer is legally owned by CSC Share Trustee Services (Ireland) Limited (the "**Share Trustee**") under the terms of a discretionary trust, established under Irish law for a number of charitable purposes.

DIAGRAMMATIC OVERVIEW OF PRIORITIES OF PAYMENTS

Figure 4 – Pre-Enforcement Revenue Priority of Payments and VRR Pre-Enforcement Revenue Payments

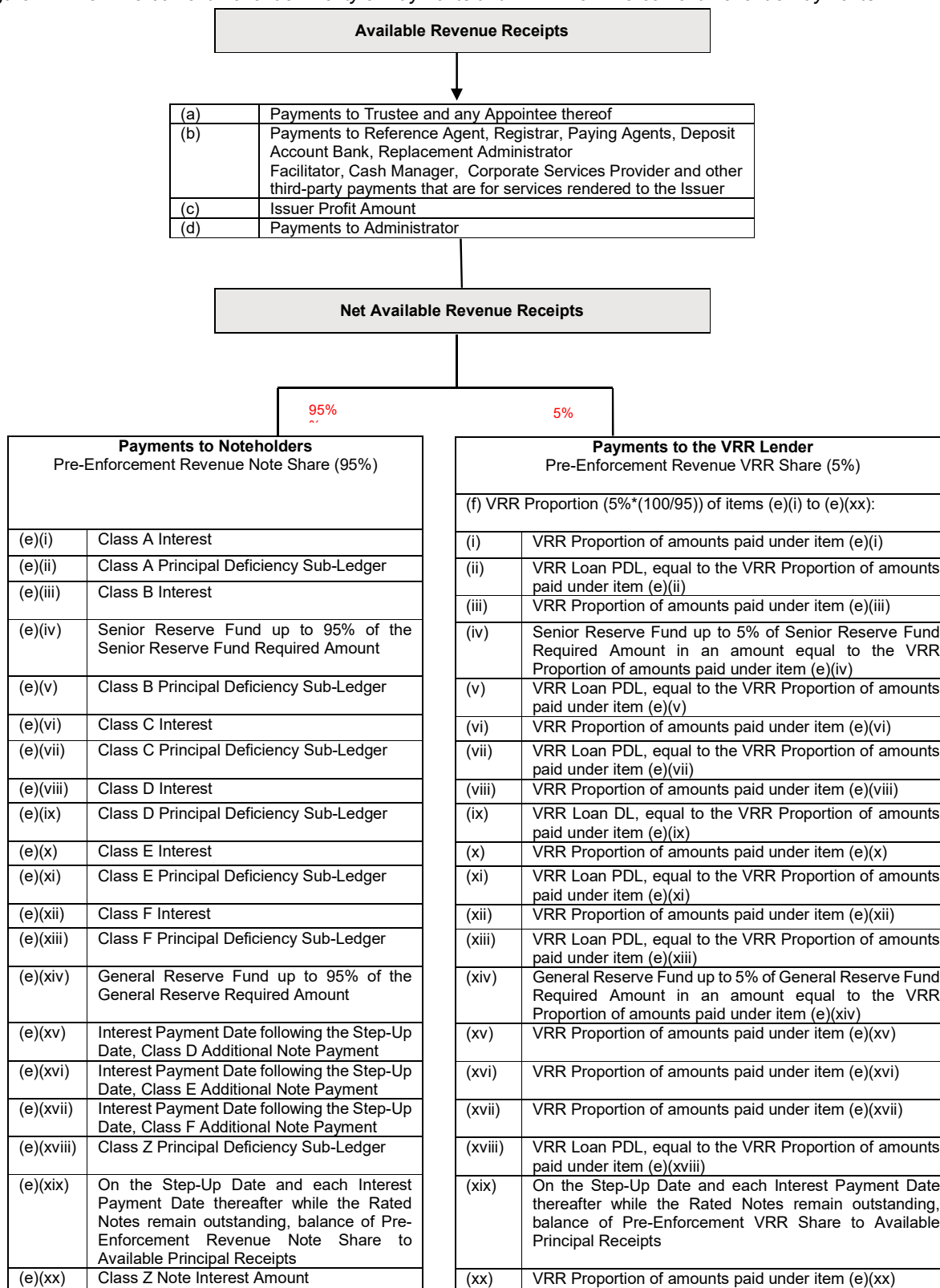


Figure 5 – Pre-Enforcement Principal Priority of Payments and VRR Pre-Enforcement Principal Payments

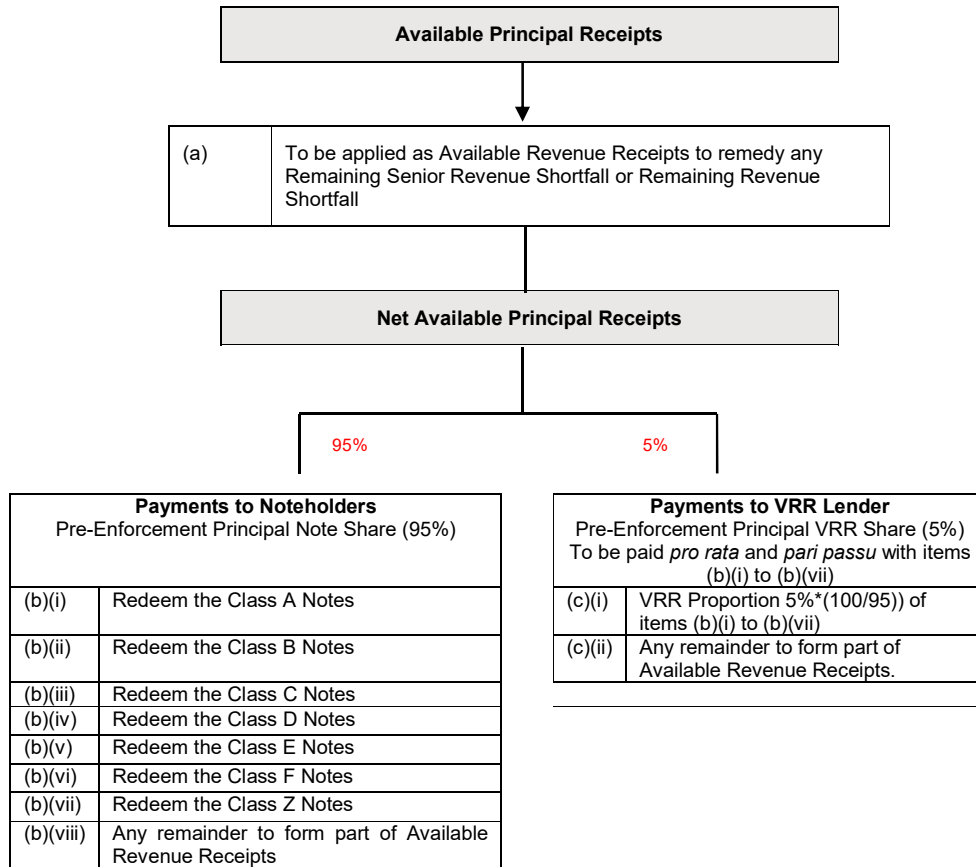
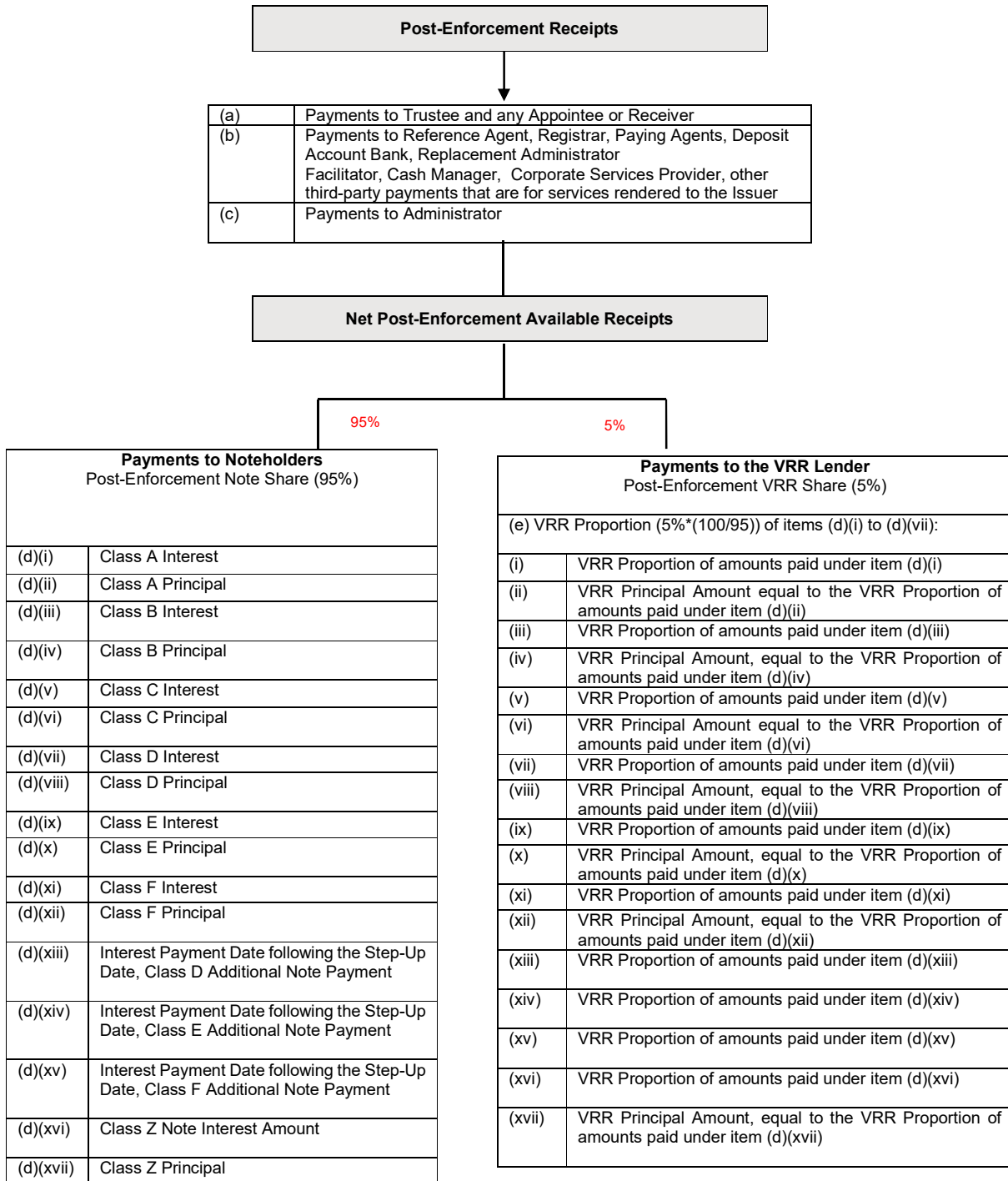


Figure 6 – Post-Enforcement Priority of Payments and VRR Post-Enforcement Payments



TRANSACTION OVERVIEW

The information set out below is an overview of various aspects of the transaction. This overview is not purported to be complete and should be read in conjunction with, and is qualified in its entirety by references to, the detailed information presented elsewhere in this Prospectus.

TRANSACTION PARTIES ON THE CLOSING DATE

Party	Name	Address	Document under which appointed/Further Information
Issuer	Mulcair Securities No. 2 Designated Activity Company	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland	N/A See section entitled " <i>The Issuer</i> " for further information
Seller and a Legal Title Holder	The Governor and Company of the Bank of Ireland	40 Mespil Road, Dublin 4, Ireland	Mortgage Sale Agreement See section entitled " <i>The Seller</i> " for further information
Legal Title Holder	Bank of Ireland Mortgage Bank	40 Mespil Road, Dublin 4, Ireland	N/A See section entitled " <i>Bank of Ireland Mortgage Bank</i> " for further information.
Administrator	The Governor and Company of the Bank of Ireland	40 Mespil Road, Dublin 4, Ireland	Administration Agreement See section entitled " <i>The Administrator and The Administration Agreement</i> " for further information.
Cash Manager	The Bank of New York Mellon, London Branch	One Canada Square, Canary Wharf, London E14 5AL, United Kingdom	Cash Management Agreement See section entitled " <i>Cashflows and Cash Management</i> " for further information
Trustee	BNY Mellon Corporate Trustee Services Limited	One Canada Square, Canary Wharf, London E14 5AL, United Kingdom	Trust Deed and Deed of Charge See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information.

Party	Name	Address	Document under which appointed/Further Information
Principal Paying Agent	The Bank of New York Mellon, London Branch	One Canada Square, Canary Wharf, London E14 5AL, United Kingdom	Agency Agreement See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information.
Registrar	The Bank of New York Mellon SA/NV, Dublin Branch	Riverside II, Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Ireland	Agency Agreement See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information
Collection Account Bank	The Governor and Company of the Bank of Ireland	40 Mespil Road, Dublin 4, Ireland	N/A See the section entitled " <i>Cashflows and Cash Management</i> " for further information
Deposit Account Bank	The Bank of New York Mellon, London Branch	One Canada Square, Canary Wharf, London E14 5AL, United Kingdom	Deposit Account Bank Agreement See the section entitled " <i>The Deposit Account Bank and Deposit Account Bank Agreement</i> " for further information
Interest Rate Cap Provider	Natixis	40 Avenue Des Terroirs De France, 75012 Paris, France	Interest Rate Cap Agreement See the sections entitled " <i>The Interest Rate Cap Provider</i> " and " <i>The Interest Rate Cap Agreement</i> " for further information
Corporate Services Provider	CSC Capital Markets (Ireland) Limited	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland	Corporate Services Agreement See the section entitled " <i>The Issuer</i> " for further information
Share Trustee	CSC Share Trustee Services (Ireland) Limited	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland	Declaration of Trust See the section entitled " <i>The Issuer</i> " for further information

Party	Name	Address	Document under which appointed/Further Information
Replacement Administrator Facilitator	CSC Capital Markets (Ireland) Limited	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland	Administration Agreement See the section entitled " <i>The Administrator and The Administration Agreement</i> " for further information
Lead Manager and Arranger	Citigroup Global Markets Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Subscription Agreement See the section entitled " <i>Subscription and Sale</i> " for further information.
VRR Lender	The Governor and Company of the Bank of Ireland	40 Mespil Road, Dublin 4, Ireland	VRR Loan Agreement. <i>See the section entitled "VRR Loan" for further information.</i>

TRANSACTION OVERVIEW – SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES

Please refer to the section entitled "Terms and Conditions of the Notes" for further detail in respect of the terms of the Notes.

FULL CAPITAL STRUCTURE OF THE NOTES

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class Z Notes
Currency	EUR	EUR	EUR	EUR	EUR	EUR	EUR
Initial Principal Amount	€233,972,000	€22,906,000	€15,544,000	€13,907,000	€8,181,000	€4,909,000	€27,815,000
Note Credit Enhancement	Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes, Senior Reserve Fund and excess Available Revenue Receipts	Subordination of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes, Senior Reserve Fund and excess Available Revenue Receipts	Subordination of the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes, General Reserve Fund and excess Available Revenue Receipts	Subordination of the Class E Notes, the Class F Notes and the Class Z Notes, General Reserve Fund and excess Available Revenue Receipts	Subordination of the Class F Notes and Class Z Notes, General Reserve Fund and excess Available Revenue Receipts	Subordination of the Class Z Notes, General Reserve Fund and excess Available Revenue Receipts	Excess Available Revenue Receipts
Liquidity Support	Senior Reserve Fund applied to make up Senior Revenue Shortfall. Principal Receipts applied to make up Remaining	Senior Reserve Fund applied to make up Senior Revenue Shortfall. Principal Receipts applied to make up Remaining	General Reserve Fund applied to make up Revenue Shortfall. Principal Receipts applied to	General Reserve Fund applied to make up Revenue Shortfall. Principal Receipts applied to make up	General Reserve Fund applied to make up Revenue Shortfall. Principal Receipts applied to make	General Reserve Fund applied to make up Revenue Shortfall. Principal	N/A

	Senior Revenue Shortfall.	Senior Revenue Shortfall.	make up Remaining Revenue Shortfall.	Remaining Revenue Shortfall.	up Remaining Revenue Shortfall.	Receipts applied to make up Remaining Revenue Shortfall.	
Issue Price	100.00 per cent.	100.00 per cent.	98.87 per cent.	97.18 per cent.	93.68 per cent.	90.56 per cent.	65.91 per cent.
Interest Rate	3 month EURIBOR	3 month EURIBOR	3 month EURIBOR	3 month EURIBOR	3 month EURIBOR	3 month EURIBOR	N/A
Margin	0.85 per cent.	1.35 per cent.	1.50 per cent.	1.50 per cent.	1.50 per cent.	1.50 per cent.	N/A
Margin on and from Step-Up Date	1.50 per cent.	2.00 per cent.	2.50 per cent	1.50 per cent	1.50 per cent	1.50 per cent.	N/A
Additional Note Payment (accrues from the Step-Up Date)	N/A	N/A	N/A	2.00 per cent.	3.00 per cent.	4.00 per cent.	N/A
Step-Up Date	The Interest Payment Date falling on 24 April 2024.						
Interest Accrual Method	The actual number of days in a period divided by 360						

Calculation Date	The last day in the calendar month immediately preceding an Interest Payment Date.
Payment Dates	Interest and principal will be payable quarterly in arrear on each Interest Payment Date.
Business Day Convention	Modified Following
First Interest Payment Date	The Interest Payment Date falling on 26 July 2021.
First Interest Period	The period from the Closing Date to the Interest Payment Date falling on 26 July 2021.
Pre- Step-Up Date Redemption Profile	Pass through redemption on each Interest Payment Date. Please refer to Condition 9 (<i>Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation</i>)
Post- Step-Up Date Redemption Profile	Pass through redemption on each Interest Payment Date. Please refer to Condition 9 (<i>Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation</i>)
Other Early Redemption in Full Events	Tax/Redemption of Class A Notes. Please refer to Condition 9 (<i>Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation</i>)
Final Maturity Date	The Interest Payment Date falling on 24 April 2072.
Form of the Notes	Registered

TRANSACTION OVERVIEW - OVERVIEW OF TERMS AND CONDITIONS OF THE NOTES

Please refer to section entitled "Terms and Conditions of the Notes" for further detail in respect of the terms of the Notes.

Issuance and form of the Notes:

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (the "**Rated Notes**") and the Class Z Notes (together with the Rated Notes, the "**Notes**") will be issued in registered form. Each class of Notes will be offered and sold pursuant to Regulation S under the Securities Act and the Global Notes will be cleared through Euroclear and/or Clearstream, Luxembourg as set out in "*Description of the Notes in Global Form*" below.

On the Closing Date, the Issuer will enter into the VRR Loan Agreement with the VRR Lender.

Ranking of Payments of Interest:

Payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be paid in Sequential Order (as described below).

The Additional Note Payments and the Class Z Note Interest Amount will rank behind payments made to the Senior Reserve Fund and the General Reserve Fund.

The Notes within each individual class will rank *pro rata* and *pari passu* and rateably among themselves at all times in respect of payments of interest to be made to such individual class.

Any reference to a "Class" of Notes shall be a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class Z Notes, as the case may be, or to the respective holders thereof.

Payments will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments on the Notes in accordance with the VRR Loan Agreement and the Transaction Documents.

Ranking of Payments of Additional Note Payments

On and from the Interest Payment Date immediately following the Step-Up Date, the holders of the Class D Notes, the Class E Notes and the Class F Notes will be entitled to receive Additional Note Payments in respect of the Class D Notes, the Class E Notes and the Class F Notes respectively.

Payment of Additional Note Payments on the Class D Notes, the Class E Notes and the Class F Notes will be paid in sequential order in accordance with the relevant Priority of Payments. The Additional Note Payments will rank behind payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

Any Additional Note Payments not paid on an Interest Payment Date will be deferred until the immediately following Interest Payment Date and will accrue interest at the Relevant Additional Note Payment Margin. Any failure by the Issuer to pay any Additional Note Payment on an Interest Payment Date will not constitute an Event of Default.

The Notes within each individual Class of the Class D Notes, the Class E Notes and the Class F Notes will rank *pro rata* and *pari passu* and rateably among themselves at all times in respect of payments of Additional Note Payments to be made to such individual Class as the case may be, or to the respective holders thereof, as provided in the Conditions.

The Ratings on the Class D Notes, the Class E Notes and the Class F Notes do not address the likelihood of receipt of any Additional Note Payments.

For a more detailed summary of the Priority of Payments, please refer to the section entitled "*Cashflows and Cash Management*".

Payments will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments on the Notes in accordance with the VRR Loan Agreement and the Transaction Documents.

Ranking of Payments of Principal:

Payments of principal on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, and the Class F Notes and the Class Z Notes will be paid in Sequential Order (as described below).

The Notes within each individual class will rank *pro rata* and *pari passu* and rateably among themselves at all times in respect of payments of principal to be made to such individual class. For a more detailed summary of the Priority of Payments, please refer to the section entitled "*Cashflows and Cash Management*".

Payments will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments on the Notes in accordance with the VRR Loan Agreement and the Transaction Documents.

Sequential Order:

In respect of payments of interest and principal to be made to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes: *first*, to redeem or pay interest on the Class A Notes, *second*, to redeem or pay interest on the Class B Notes, *third*, to redeem or pay interest on the Class C Notes, *fourth*, to redeem or pay interest on the Class D Notes, *fifth*, to redeem or pay interest on the Class E Notes, *sixth*, to redeem or pay interest on the Class F Notes and *seventh*, to redeem the Class Z Notes or pay the Class Z Note Interest Amount in respect of the Class Z Notes.

In addition, payments will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments on the Notes in accordance with the VRR Loan Agreement and the Transaction Documents.

Most Senior Class:

The Class A Notes whilst they remain outstanding and thereafter the Class B Notes whilst they remain outstanding and thereafter the Class C Notes whilst they remain outstanding and thereafter the Class D Notes whilst they remain outstanding and thereafter the Class E Notes whilst they remain outstanding and thereafter the Class F Notes whilst they remain outstanding and thereafter the Class Z Notes.

Security:

The Issuer's obligations in respect of the Notes and the VRR Loan are secured and will share the same Security together with the other secured obligations of the Issuer in accordance with the Deed of Charge as described in further detail in Condition 6 (*Security*). The security granted by the Issuer includes:

- (a) a first fixed charge over the benefit of the Issuer's interest in the Mortgage Loans and the Related Security (which, until notice is served on the Borrowers and, in respect of mortgages of property comprising of registered land, until registration is effected, will take effect as an equitable assignment);
- (b) a first fixed charge over the benefit of each Authorised Investment;
- (c) first fixed charges over the Deposit Account, the IRC Collateral Account (as defined below) and other bank accounts of the Issuer established on or after the Closing Date (other than the Issuer Profit Account (as defined below)) in accordance with the Deposit Account Bank Agreement, the Deed of Charge and the other Transaction Documents;

- (d) an assignment by way of security of the Issuer's interests in the Insurance Policies and a first fixed charge over the Issuer's interests in any life policies relating to the Mortgage Loans;
- (e) an assignment by way of security of the benefit under each relevant Transaction Document (other than the Corporate Services Agreement); and
- (f) a first floating charge over the whole of its undertaking and all its property, assets and rights (other than the Excluded Assets (as defined below)) whatsoever and wheresoever present and future including its uncalled capital (including assets expected to be subject to a fixed charge or assignment by way of security or absolute assignment as described above) and extending over all of its property, assets, rights or revenues as are situated in Ireland or governed by Irish law (whether or not the subject of the fixed charges or assignments described above).

The Issuer Profit Account and the Issuer's interest in the Corporate Services Agreement (the "**Excluded Assets**") will not form part of the security.

"IRC Collateral Account" means the IRC Euro Cash Collateral Account and any other separate Interest Rate Cap collateral account opened by the Issuer.

"Issuer Profit Account" means the bank account in the name of the Issuer held with the Deposit Account Bank (or such other bank as the Issuer may determine) which holds the Issuer Profit Amount.

"Related Security" means, in relation to a Mortgage Loan, the security for the repayment of that Mortgage Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Mortgage Portfolio sold to the Issuer pursuant to the Mortgage Sale Agreement including (without limitation):

- (a) the benefit of all affidavits, declarations, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, deeds of consent relating to the relevant Property) from occupiers and other persons having an interest in or rights in connection with the relevant Property;
- (b) each right of action of the Seller against any person (including, without limitation, any solicitor, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Mortgage Loan and any Related Security or affecting the decision of the Seller to make or offer to make all or part of the Mortgage Loan but excluding, for the avoidance of doubt, any rights of action the Seller may have against BOIMB pursuant to a mortgage sale agreement dated on or immediately prior to the Closing Date (the "**Internal Mortgage Sale Agreement**"); and
- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (including, the relevant Insurance Policies) deposited, charged, obtained, or held in connection with the Mortgage Loan, Mortgage and/or Property and relevant Mortgage Loan files.

Certain other Secured Amounts rank senior to the Issuer's obligations under the Notes in respect of the allocation of proceeds as set out below in the Pre-Enforcement Revenue Priority of Payments, the Pre-Enforcement Principal Priority of Payments and the Post-Enforcement Priority of Payments.

Interest payable on the Notes:	The interest rates applicable to each relevant class of Notes (or in the case of the Class Z Notes, the Class Z Note Interest Amount) are described in the sections " <i>Overview of the Terms and Conditions of the Notes - Full Capital Structure of the Notes</i> " and " <i>Terms and Conditions of the Notes</i> ".
Interest Deferral:	<p>Interest due and payable on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (including any Additional Note Payments) may be deferred in accordance with Condition 8.12 (<i>Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount</i>). A deferral of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes shall not constitute an Event of Default.</p> <p>Payments in respect of the Class Z Note Interest Amount are not deferrable as in circumstances where the Issuer has insufficient proceeds available to meet its obligations ranking senior to the Class Z Note Interest Amount, the amount due under the Class Z Note Interest Amount shall be zero.</p>
Additional Note Payments Payable on the Notes	The rates of Additional Note Payments applicable to the Class D Notes, the Class E Notes and the Class F Notes are described in the sections " <i>Full Capital Structure of the Notes</i> " and " <i>Terms and Conditions of the Notes</i> ".
Deferral of Additional Note Payments	Additional Note Payments due and payable on the Class D Notes, the Class E Notes and the Class F Notes may be deferred in accordance with Condition 8.12 (<i>Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount</i>).
Gross-up:	None of the Issuer, the Trustee or any other person will be obliged to pay any additional amounts to the Noteholders if there is any withholding or deduction for or on account of taxes from a payment made under the Notes.
Redemption:	<p>The Notes are subject to the following optional or mandatory redemption events:</p> <ul style="list-style-type: none"> (a) mandatory redemption in full on the Final Maturity Date, as fully set out in Condition 9.1 (<i>Final Redemption</i>); (b) mandatory redemption in part on any Interest Payment Date prior to the delivery of an Enforcement Notice subject to availability of Available Principal Receipts, as fully set out in Condition 9.2 (<i>Mandatory Redemption in part prior to the service of an Enforcement Notice</i>); (c) mandatory redemption in full upon exercise by the Option Holder of the Portfolio Option on or following the Portfolio Option Call Date prior to the service of an Enforcement Notice as fully set out in Condition 9.3 (<i>Mandatory Redemption in full on the exercise of the Portfolio Option</i>); and (d) optional redemption in full exercisable by the Issuer on any Interest Payment Date on or after the date on which the Class A Notes have been redeemed or for tax reasons, as fully set out in Condition 9.4 (<i>Optional Redemption in full for taxation reasons or other reasons</i>). <p>Subject to the Issuer having sufficient funds available for this purpose, each Note wholly redeemed will be wholly redeemed in an amount equal to the Principal Amount Outstanding of the relevant Note together with Deferred Interest and accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note and any Additional Note Payments accrued (and unpaid) up to (but excluding) the date of redemption.</p> <p>The VRR Loan will be repaid on a simultaneous and <i>pari passu</i> basis with the Notes.</p>

Events of Default:

As fully set out in Condition 13 (*Events of Default*), which broadly includes:

- (a) (i) non-payment by the Issuer of any amount of principal within 7 days following the due date in respect of the Most Senior Class of Notes or (ii) non-payment by the Issuer of interest in respect of the Class A Notes within 14 days following the due date (**provided that**, for the avoidance of doubt, a deferral of interest in respect of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes in accordance with Condition 8.12 (*Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount*) shall not constitute a default in the payment of such interest);
- (b) breach of contractual obligations by the Issuer under the Transaction Documents which is incapable of remedy or which, if capable of remedy, is not remedied within 30 days;
- (c) the occurrence of an Insolvency Event in respect of the Issuer; or
- (d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or Trust Documents or any of the other Transaction Documents.

"Trust Documents" means the Trust Deed and the Deed of Charge and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions of the Trust Deed or the Deed of Charge and expressed to be supplemental to the Trust Deed and the Deed of Charge.

Upon the service of an Enforcement Notice on the Issuer, the VRR Principal Amount shall immediately become due and repayable together with any other VRR Payment Amounts. See the section entitled "*Description of the VRR Loan*" for more information.

Hedging

Hedging arrangements are described in the section entitled "*The Interest Rate Cap Agreement*". On or before the Closing Date, the Issuer will enter into an Interest Rate Cap Agreement with the Interest Rate Cap Provider. The Interest Rate Cap Agreement is effective from and including the Closing Date up to and including 25 June 2028 (or, if earlier, the Relevant Redemption Date). Pursuant to the Interest Rate Cap Agreement, the Interest Rate Cap Provider, against payment of the Interest Rate Cap Fees by the Issuer on the Closing Date, shall make payments to the Issuer on each Interest Payment Date if and to the extent the three month Euro Interbank Offered Rate ("**EURIBOR**") for the relevant Interest Period exceeds the Cap Strike Rate.

Limited Recourse:

The Notes and the VRR Loan are ultimately limited recourse obligations of the Issuer and, if the Issuer has insufficient funds to pay amounts due in respect of the Notes in full, following the distribution of all available funds, any amounts outstanding under the Notes will cease to be due and payable as described in more detail in Condition 10 (*Limited Recourse*) and any amounts outstanding under the VRR Loan will cease to be due and payable as described in the VRR Loan Agreement.

In accordance with Condition 15 (*No action by Noteholders or any other Secured Creditor*), only the Trustee may pursue the remedies available under the general law or under the Trust Documents to enforce the Security and no Noteholder or other Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Security.

Governing Law:

The Notes and the Transaction Documents (other than the Interest Rate Cap Agreement) will be governed by Irish law. The Subscription Agreement and the Interest Rate Cap Agreement will be governed by English law.

TRANSACTION OVERVIEW - OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS

Please refer to the section entitled "Terms and Conditions of the Notes" for further details in respect of the rights of Noteholders, conditions for exercising such rights and their relationship with other Secured Creditors.

Prior to an Event of Default: Prior to the occurrence of an Event of Default, Noteholders holding not less than 10 per cent. of the Principal Amount Outstanding of the Notes are entitled to request that the Trustee convene a Noteholders' meeting and all Noteholders of each class are entitled to participate in a Noteholders' meeting convened by the Issuer or the Trustee to consider any matter affecting their interests.

However, so long as no Event of Default has occurred and is continuing, the Noteholders are not entitled to instruct or direct the Issuer to take any actions, either directly or through the Trustee, without the consent of the Issuer and, if applicable, certain other Transaction Parties, unless the Issuer has an obligation to take such actions under the relevant Transaction Documents.

Notwithstanding the VRR Entrenched Rights, the VRR Lender will not be entitled to convene, count in the quorum or pass resolutions at any Noteholders' meeting. Any Extraordinary Resolution in respect of a VRR Entrenched Right will not be binding unless the VRR Lender has consented in writing.

Following an Event of Default: Following the occurrence of an Event of Default which is continuing, the Trustee may at its discretion and shall if directed in writing by the holders of not less than 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes or by an Extraordinary Resolution of the holders of the Most Senior Class, deliver an Enforcement Notice to the Issuer stating that the Notes of all classes are immediately due and repayable at their respective Principal Amount Outstanding together with accrued interest (including Deferred Interest) provided that the Trustee shall not be bound to take any action unless it has been indemnified and/or secured and/or prefunded to its satisfaction.

Noteholders Meeting provisions:

Notice period:	21 clear days for the initial meeting	14 clear days for the adjourned meeting
Quorum:	One or more persons holding or representing in aggregate a majority of the Principal Amount Outstanding of the relevant class or classes of Notes outstanding for the initial meeting (other than in respect of a Reserved Matter (which must be proposed separately to each class of Noteholders). The quorum for a Reserved Matter shall be one or more persons holding or representing in the aggregate not less than 75 per cent. of the Principal Amount Outstanding of the	At an adjourned meeting, one or more persons being or representing Noteholders of that class or those classes, whatever the Principal Amount Outstanding of the Notes then outstanding held or represented by them (other than in respect of a Reserved Matter (which must be proposed separately to each class of Noteholders). The quorum at an adjourned meeting for a Reserved Matter shall be one or more persons holding or representing not less than in aggregate 25 per cent of the Principal

relevant class or classes of Notes then outstanding). Amount Outstanding of the relevant class or classes of Notes then outstanding).

Required majority for Extraordinary Resolution: Not less than 75 per cent. of votes cast. Not less than 75 per cent. of votes cast

Written Resolution: All of the Principal Amount Outstanding of the relevant class of Notes outstanding. A Written Resolution has the same effect as an Extraordinary Resolution.

Reserved Matters:

Broadly speaking, the following matters are Reserved Matters: changes to payments (timing, method of calculation, reduction in amounts due and currency), changes to effect the exchange, conversion or substitution of the Notes, alterations to the priority of payment of interest or principal in respect of the Notes and changes to quorum and majority requirements and amendments to the definition of Reserved Matters.

Relationship between classes of Noteholders

In the event of a conflict of interests of holders of different classes, the Trustee shall have regard only to the interests of the holders of the Most Senior Class and will not have regard to any lower ranking class of Notes. Other than in respect of Reserved Matters, the VRR Entrenched Rights or an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator, an Extraordinary Resolution of holders of the Most Senior Class shall be binding on holders of all other classes and the VRR Lender and would override any resolutions to the contrary of the holders of classes ranking behind the Most Senior Class. A Reserved Matter requires an Extraordinary Resolution of each class of Notes then outstanding.

Extraordinary Resolution of the Class Z Noteholders directing termination of appointment of Administrator:

The Trust Deed provides that the holders of the Class Z Notes may by an Extraordinary Resolution direct the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) to terminate the appointment of the Administrator on a date specified in the Extraordinary Resolution. Such Extraordinary Resolution of the Class Z Noteholder shall be binding on holders of all other classes and on the VRR Lender.

Seller as Noteholder:

The definition of "*outstanding*" in Condition 2.1 sets out, amongst other things, certain circumstances where the Notes (if any) which are for the time being held by or on behalf of or for the benefit of the Seller or any holding company of the Seller or any other subsidiary of such holding company (a "**Relevant Person**") as beneficial owner (unless and until ceasing to be so held) shall be deemed not to remain outstanding for certain purposes including:

- (a) the right to attend and vote at a meeting of Noteholders and for the purposes of making Written Resolutions;
- (b) the removal or replacement of the Trustee;
- (c) the determination of how many and which Notes are for the time being outstanding for the purposes of certain clauses of the Trust Deed, certain Conditions and the Provisions for Meetings of Noteholders (as defined in Condition 2.1); and
- (d) any discretion, power or authority which the Trustee is required to exercise in or by reference to the interests of the Noteholders,

provided that in relation to a matter relating to a Reserved Matter, any Notes which are for the time being held by or on behalf of or for the benefit of a Relevant Person, in each case as beneficial owner, shall be deemed to remain outstanding or in issue.

Relationship between Noteholders and other Secured Creditors

The Trust Deed provides that the Trustee shall, except where expressly provided otherwise and so long as any of the Notes or the VRR Loan are outstanding, have regard solely to the interests of the Noteholders and shall have regard to the interests of the other Secured Creditors only to ensure the application of the Issuer's funds after the delivery of an Enforcement Notice is in accordance with the Post-Enforcement Priority of Payments.

VRR Lender

The VRR Lender will not be entitled to convene, count in the quorum or pass resolutions save that, in respect of any matter that constitutes a VRR Entrenched Right, the prior written consent of the VRR Lender will be required.

Any Extraordinary Resolution passed by any class of Noteholders will be binding in relation to the VRR Loan (other than any resolutions in respect of a VRR Entrenched Right) if passed in accordance with the Conditions. No Extraordinary Resolution may authorise or sanction any modification or waiver which constitutes a VRR Entrenched Right unless the VRR Lender has consented to such modification or waiver (in writing).

VRR Entrenched Rights

Notwithstanding any other provision of the Conditions, the VRR Loan Agreement, the Trust Deed or any other Transaction Documents, no Extraordinary Resolution may authorise or sanction any modification or waiver which affects any VRR Entrenched Rights, unless the VRR Lender has consented to such modification or waiver in writing.

"VRR Entrenched Rights" means any of the following:

- (a) any modification or waiver which affects the rights of the VRR Lender which, if made, would be adverse to the VRR Loan where a corresponding modification or waiver was not simultaneously made to or in respect of the other classes of Notes on an equivalent basis;
- (b) any modification or waiver which affects the VRR Lender's entitlement to 5 per cent. of the Net Available Revenue Receipts, Net Available Principal Receipts and Net Post-Enforcement Available Receipts as applicable;
- (c) any modification or waiver which affects the capital treatment of the VRR Lender's interest in the Mortgage Portfolio or the VRR Loan, as determined by way of an opinion of a reputable accountancy firm or a reputable law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or relating to such modification or waiver);
- (d) any modification or waiver which puts the VRR Lender in breach of its obligations under the EU Securitisation Regulation or the UK Securitisation Regulation, as determined by way of an opinion of a reputable law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (e) any modification or waiver which adversely affects the position of the VRR Lender in relation to derecognition of the Mortgage Portfolio or non-consolidation of the Issuer, as determined by way of an opinion of a reputable accountancy firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (f) any modification to the Portfolio Option Purchase Price; or
- (h) a modification to this definition of VRR Entrenched Rights.

TRANSACTION OVERVIEW - CREDIT STRUCTURE AND CASHFLOWS

Please refer to the sections entitled "Key Structural Features — Credit Enhancement and Liquidity Support" and "Cashflows and Cash Management" for further detail in respect of the credit structure and cash flow of the transaction.

Available Revenue Receipts and Available Principal Receipts of the Issuer:

Prior to an Enforcement Notice being served on the Issuer, the Cash Manager on behalf of the Issuer will apply Available Revenue Receipts and Available Principal Receipts on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Principal Priority of Payments respectively, as set out below.

"Available Revenue Receipts" will, for each Interest Payment Date (and without double counting) include the following:

- (a) all Revenue Receipts received by the Issuer during the immediately preceding Calculation Period which have been designated as Available Revenue Receipts by the Cash Manager in accordance with the Cash Management Agreement;
- (b) interest payable to the Issuer on the Deposit Account and income from any Authorised Investments in each case received during the immediately preceding Calculation Period;
- (c) any amounts withdrawn from the Senior Reserve Fund to remedy a Senior Revenue Shortfall;
- (d) any amounts withdrawn from the General Reserve Fund to remedy a Revenue Shortfall;
- (e) any Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall or a Remaining Revenue Shortfall;
- (f) any Principal Receipts applied as Principal Deficiency Excess Revenue Amounts;
- (g) on the Final Rated Note Distribution Date, the General Reserve Fund Residual Amount;
- (h) amounts received by the Issuer under or in connection with the Interest Rate Cap Agreement, other than amounts that must be otherwise applied under the IRC Collateral Account Priority of Payments;
- (i) any Senior Reserve Fund Excess Amounts; and
- (j) other net income of the Issuer received during the immediately preceding Calculation Period (other than any Principal Receipts).

"Available Principal Receipts" will, for each Interest Payment Date (and without double-counting), include the following:

- (a) all Principal Receipts received by the Issuer during the immediately preceding Calculation Period;
- (b) the amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date;
- (c) on and from the Step-Up Date, any Available Revenue Receipts which are available to it to be applied as Available Principal Receipts pursuant to items (e)(xix) and (f)(xix) of the Pre-Enforcement Revenue Priority of Payments; and

- (d) on any Interest Payment Date up to (but excluding) the earlier of (i) the Interest Payment Date on which the Class B Notes are redeemed in full and (ii) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, any amounts standing to the credit of the Senior Reserve Fund,

less the amount of Principal Receipts applied as Principal Deficiency Excess Revenue Amounts pursuant to paragraph (f) of the definition of Available Revenue Receipts (such amounts to constitute Available Revenue Receipts).

Overview of Priorities of Payments:

Below is a summary of the Priorities of Payments. Please refer to the section entitled "Cashflows and Cash Management" for further information. In addition, please refer to "Limited Recourse" in the section entitled "Overview of Terms and Conditions of the Notes".

Pre-Enforcement Revenue Priority of Payments	Pre-Enforcement Principal Priority of Payments	Post-Enforcement Priority of Payments
<p>(a) <i>First</i>, fees, costs and expenses of the Trustee and any Appointee;</p> <p>(b) <i>Second</i>, any costs and fees of the Agents, Deposit Account Bank, Replacement Administrator Facilitator, Cash Manager, Corporate Services Provider, any third parties, amounts required to discharge any liability of the Issuer for corporation tax (which cannot be met out of amounts previously retained as Issuer Profit Amount) and any costs and expenses associated with any transfer of administration to a substitute administrator;</p> <p>(c) <i>Third</i>, the Issuer Profit Amount</p> <p>(d) <i>Fourth</i>, any costs and fees of the Administrator (including any indemnity payments);</p> <p>(e) <i>Fifth</i>, in an amount equal to the Pre-Enforcement Revenue Note Share, simultaneously and <i>pari passu</i> with items (f)(i) to (f)(xx) of the Pre-Enforcement Revenue Priority of Payments,</p> <p>(i) <i>first</i>, interest due and payable on the Class A Notes;</p> <p>(ii) <i>second</i>, an amount sufficient to eliminate any debit on the</p>	<p>(a) <i>First</i>, amounts to be applied as Available Revenue Receipts to remedy any Remaining Senior Revenue Shortfall or Remaining Revenue Shortfall;</p> <p>(b) <i>Second</i>, in an amount up to the Pre-Enforcement Principal Note Share, simultaneously and <i>pari passu</i> with items (c)(i) and (c)(ii) of the Pre-Enforcement Principal Priority of Payments, in sequential order:</p> <p>(i) <i>first</i>, to redeem the Class A Notes in full;</p> <p>(ii) <i>second</i>, to redeem the Class B Notes in full;</p> <p>(iii) <i>third</i>, to redeem the Class C Notes in full;</p> <p>(iv) <i>fourth</i>, to redeem the Class D Notes in full;</p> <p>(v) <i>fifth</i>, to redeem the Class E Notes in full;</p> <p>(vi) <i>sixth</i>, to redeem the Class F Notes in full;</p> <p>(vii) <i>seventh</i>, to redeem the Class Z Notes in full; and</p> <p>(viii) any remainder to form part of Available Revenue Receipts;</p> <p>(c) <i>Third</i>, in an amount up to the Pre-Enforcement Principal VRR Share simultaneously and <i>pari passu</i> with the payments under</p>	<p>(a) <i>First</i>, fees, costs and expenses of the Trustee and any Appointee or Receiver appointed by the Trustee;</p> <p>(b) <i>Second</i>, any costs and fees of the Agents, Deposit Account Bank, Cash Manager, Corporate Services Provider, Replacement Administrator Facilitator, any third parties and any tax payable by the Issuer;</p> <p>(c) <i>Third</i>, any costs and fees of the Administrator (including any indemnity payments);</p> <p>(d) <i>Fourth</i>, in an amount up to the Post-Enforcement Note Share, simultaneously and <i>pari passu</i> with the payments under items (e)(i) to (e)(xvii) of the Post-Enforcement Priority of Payments:</p> <p>(i) <i>first</i>, interest due and payable on the Class A Notes;</p> <p>(ii) <i>second</i>, to redeem the Class A Notes in full;</p> <p>(iii) <i>third</i>, interest due and payable on the Class B Notes;</p>

Class A Principal Deficiency Sub-Ledger;

(iii) *third*, interest due and payable on the Class B Notes;

(iv) *fourth*, (for so long as the Class B Notes will remain outstanding following such Interest Payment Date), to credit the Senior Reserve Fund up to 95 per cent. of the Senior Reserve Fund Required Amount;

(v) *fifth*, an amount sufficient to eliminate any debit on the Class B Principal Deficiency Sub-Ledger;

(vi) *sixth*, interest due and payable on the Class C Notes;

(vii) *seventh*, an amount sufficient to eliminate any debit on the Class C Principal Deficiency Sub-Ledger;

(viii) *eighth*, interest due and payable on the Class D Notes (other than Additional Note Payments);

(ix) *ninth*, an amount sufficient to eliminate any debit on the Class D Principal Deficiency Sub-Ledger;

(x) *tenth*, interest due and payable on the Class E Notes (other than Additional Note Payments);

(xi) *eleventh*, an amount sufficient to eliminate any debit on the Class E Principal Deficiency Sub-Ledger

(xii) *twelfth*, interest due and payable on the Class F Notes (other than Additional Note Payments);

(xiii) *thirteenth*, an amount sufficient to eliminate any debit on the Class F Principal Deficiency Sub-Ledger;

(xiv) *fourteenth*, (for so long as any Rated Notes will remain outstanding following such Interest Payment Date), to credit the General Reserve Fund up to

items (b)(i) to (b)(viii) of the Pre-Enforcement Principal Priority of Payments in sequential order:

(i) *first*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under items (b)(i) to (b)(vii) of the Pre-Enforcement Principal Priority of Payments; and

(ii) *second*, any remainder to form part of Available Revenue Receipts.

(iv) *fourth*, to redeem the Class B Notes in full;

(v) *fifth*, interest due and payable on the Class C Notes;

(vi) *sixth*, to redeem the Class C Notes in full;

(vii) *seventh*, interest due and payable on the Class D Notes (other than Additional Note Payments);

(viii) *eighth*, to redeem the Class D Notes in full;

(ix) *ninth*, interest due and payable on the Class E Notes (other than Additional Note Payments);

(x) *tenth*, to redeem the Class E Notes in full;

(xi) *eleventh*, interest due and payable on the Class F Notes (other than Additional Note Payments);

(xii) *twelfth*, to redeem the Class F Notes in full;

(xiii) *thirteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as a Class D Additional Note Payment;

(xiv) *fourteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as Class E Additional Note Payment;

(xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as Class F Additional Note Payment;

(xvi) *sixteenth*, the Class Z Note Interest Amount (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations under

95 per cent. of the General Reserve Fund Required Amount;

(xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, any amount due as a Class D Additional Note Payment;

(xvi) *sixteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, any amount due as a Class E Additional Note Payment;

(xvii) *seventeenth*, on and from the Interest Payment Date immediately following the Step-Up Date, any amount due as a Class F Additional Note Payment;

(xviii) *eighteenth*, an amount sufficient to eliminate any debit on the Class Z Principal Deficiency Sub-Ledger; and

(xix) *nineteenth*, on the Step-Up Date and each Interest Payment Date thereafter on which the Rated Notes remain outstanding, to apply the balance of Pre-Enforcement Revenue Note Share following application in accordance with (e)(i) to (e)(xviii) above as Available Principal Receipts; and

(xx) *twentieth*, the Class Z Note Interest Amount (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations under paragraphs ((e)(i) to (e)(xix) above;

(f) Sixth, in an amount equal to the Pre-Enforcement Revenue VRR Share, simultaneously and *pari passu* with items (e)(i) to (e)(xx) of the Pre-Enforcement Revenue Priority of Payments:

(i) *first*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the

paragraphs (a) to (e)(xv) above); and

(xvii) *seventeenth*, to redeem the Class Z Notes in full;

(e) *Fifth*, in an amount up to the Post-Enforcement VRR Share, simultaneously and *pari passu* with the payments under items (d)(i) to (d)(xvii) of the Post-Enforcement Priority of Payments:

(i) *first*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(i) above;

(ii) *second*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(ii) above;

(iii) *third*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(iii) above;

(iv) *fourth*, to pay principal due and payable on the VRR Loan in an amount to the VRR Proportion of amounts paid under item (d)(iv) above;

(v) *fifth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(v) above;

(vi) *sixth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(vi) above;

(vii) *seventh*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of

VRR Proportion of amounts paid under item (e)(i) above

(ii) *second*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(ii) above;

(iii) *third*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(iii);

(iv) *fourth*, (for so long as the Class B Notes will remain outstanding following such Interest Payment Date) to credit the Senior Reserve Fund up to 5 per cent. of the Senior Reserve Fund Required Amount in an amount equal to the VRR Proportion of amounts paid under item (e)(iv) above;

(v) *fifth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(v) above;

(vi) *sixth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(vi) above;

(vii) *seventh*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(vii) above;

(viii) *eighth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(viii) above;

(ix) *ninth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(ix) above;

(x) *tenth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the

amounts paid under item (d)(vii) above;

(viii) *eighth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(viii) above;

(ix) *ninth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(ix) above;

(x) *tenth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(x) above;

(xi) *eleventh*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xi) above;

(xii) *twelfth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(xii) above;

(xiii) *thirteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xiii) above;

(xiv) *fourteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xiv) above;

(xv) *fifteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xv) above;

(xvi) *sixteenth*, to make a payment to the VRR

VRR Proportion of amounts paid under item (e)(x) above;

(xi) *eleventh*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xi) above;

(xii) *twelfth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xii) above;

(xiii) *thirteenth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xiii) above;

(xiv) *fourteenth*, (for so long as any Rated Notes will remain outstanding following such Interest Payment Date) to credit the General Reserve Fund Ledger up to 5 per cent. of the General Reserve Fund Required Amount in an amount equal to the VRR Proportion of amounts paid under item (e)(xiv) above;

(xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xv);

(xvi) *sixteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xvi) above;

(xvii) *seventeenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xvii) above;

Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xvi) above; and

(xvii) *seventeenth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(xvii) above.

(xviii) *eighteenth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xviii) above;

(xix) *nineteenth*, on the Step-Up Date and each Interest Payment Date thereafter on which the Rated Notes remain outstanding, the balance of the Pre-Enforcement Revenue VRR Share following application in accordance with items (f)(i) to (f)(xviii) above, to Available Principal Receipts; and

(xx) *twentieth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xx) above.

Key Structural Features

The general credit and liquidity structure of the transaction includes, broadly, the following elements:

- availability of the Senior Reserve Fund, initially funded by part of the proceeds of issuance of the Class Z Notes and proceeds of advancing the VRR Loan on the Closing Date up to the Initial Senior Reserve Fund Required Amount (being an amount equal to 2 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes as at the Closing Date). If sufficient funds are available, the Senior Reserve Fund will be replenished on each Interest Payment Date up to the Senior Reserve Fund Required Amount from Available Revenue Receipts in accordance with items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments. The Senior Reserve Fund will be credited to the Deposit Account.

Amounts standing to the credit of the Senior Reserve Fund will be applied to pay any Senior Revenue Shortfall. On the earlier of the date (i) the Class B Notes are redeemed in full; and (ii) the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, the Senior Reserve Fund Residual Amount will constitute Available Principal Receipts.

“Senior Reserve Fund Required Amount” means:

- (a) on any Interest Payment Date up to (but excluding) the earlier of (x) the Interest Payment Date on which the Class B Notes are redeemed in full; and (y) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured

Mortgage Loans as at the Closing Date, an amount equal to the greater of:

- (i) the product of (A) 2 per cent. and (B) $(100/95)$ of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the relevant Interest Payment Date; and
 - (ii) the product of (A) 1 per cent. and (B) $(100/95)$ of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; and
- (b) thereafter, zero.
- application of Available Principal Receipts to make up any Remaining Senior Revenue Shortfall subject to the PDL Condition;
 - availability of the General Reserve Fund, initially funded by part of the proceeds of issuance of the Class Z Notes and proceeds of advancing the VRR Loan on the Closing Date up to the Initial General Reserve Fund Required Amount (being an amount equal to 2 per cent. of $(100/95)$ of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes as at the Closing Date). If sufficient funds are available, the General Reserve Fund will be replenished on each Interest Payment Date up to the General Reserve Fund Required Amount from Available Revenue Receipts in accordance with items (e)(xiv) and (f)(xiv) of the Pre-Enforcement Revenue Priority of Payments. The General Reserve Fund will be credited to the Deposit Account.

Amounts standing to the credit of the General Reserve Fund will be applied to pay any Revenue Shortfall. Any amount credited to the General Reserve Fund after the Rated Notes have been redeemed in full will form part of Available Revenue Receipts;

“General Reserve Fund Required Amount” means an amount equal to:

- (a) on any Interest Payment Date up to (but excluding) the date that the Class F Notes are redeemed in full, an amount equal to the product of (x) 2 per cent.; and (y) $(100/95)$ of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the relevant Interest Payment Date; and
 - (b) thereafter, zero.
- application of Available Principal Receipts to make up any Remaining Revenue Shortfall;
 - on the Final Rated Note Distribution Date, the General Reserve Fund Residual Amount shall be applied as Available Revenue Receipts on such Interest Payment Date;
 - prior to the service of an Enforcement Notice, payments of principal will be made first, to the Class A Notes until the Class A Notes are redeemed in full, second, to the Class B Notes until the Class B Notes are redeemed in full, third, to the Class C Notes until the Class C Notes are redeemed in full, fourth, to the Class D Notes until the Class D Notes are redeemed in full, fifth, to the Class E Notes until the Class E Notes are redeemed in full, sixth, to the

Class F Notes until the Class F Notes are redeemed in full and finally, to the Class Z Notes.

Payments on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes will be subordinated to payments on the Class A Notes; payments on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes will be subordinated to payments on the Class B Notes; payments on the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes will be subordinated to payments on the Class C Notes; payments on the Class E Notes, the Class F Notes and the Class Z notes will be subordinated to payments on the Class D Notes; payments on the Class F Notes and the Class Z Notes will be subordinated to payments on the Class E Notes and payments on the Class Z Notes will be subordinated to payments on the Class F Notes.

- it is expected that during the life of the Notes and the VRR Loan, the Available Revenue Receipts will be sufficient to pay the interest amounts payable in respect of all of the Rated Notes (and proportionate payments to the VRR Lender), the Senior Expenses of the structure and to permit the Issuer to retain the Issuer Profit Amount.

See the section entitled "*Key Structural Features*" for further information.

Senior Revenue Shortfall

On each Calculation Date, the Cash Manager will determine whether Available Revenue Receipts (excluding item (c) and (d) and any Available Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are sufficient to pay (i) items (a) to (d) of the Pre-Enforcement Revenue Priority of Payments plus (ii) items (e)(i) and (e)(iii) Pre-Enforcement Revenue Priority of Payments multiplied by (100/95) (the "**Senior Revenue Amounts**").

To the extent that such Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Senior Revenue Shortfall**"), being the amount equal to the Senior Revenue Amounts minus such Available Revenue Receipts. The Cash Manager will, on the relevant Interest Payment Date and on behalf of the Issuer, pay or provide for such Senior Revenue Shortfall by applying amounts standing to the credit of the Senior Reserve Fund provided that such amounts shall only be applied to provide for any Senior Revenue Shortfall in relation to item (e)(iii) of the Pre-Enforcement Revenue Priority of Payments if the PDL Condition is satisfied.

"**PDL Condition**" means that, for so long as the Class B Notes are not the Most Senior Class, the debit balance of the Class B Principal Deficiency Sub-Ledger does not exceed 10 per cent. of (100/95) of the Principal Amount outstanding of the Class B Notes.

If, on any Interest Payment Date, the funds credited to the Senior Reserve Fund (having taken into account any funds applied on such Interest Payment Date to remedy a Senior Revenue Shortfall) exceed the Senior Reserve Fund Required Amount, the excess (being the "**Senior Reserve Fund Excess Amounts**") shall form part of the Available Revenue Receipts to be distributed on such Interest Payment Date.

Remaining Senior Revenue Shortfall

On each Calculation Date, the Cash Manager shall determine whether, following application of (i) Available Revenue Receipts (excluding item (e) of Available Revenue Receipts) and (ii) amounts standing to the credit of the Senior Reserve Fund, there are sufficient Available Revenue Receipts to pay remaining outstanding Senior Revenue Amounts and to replenish the Senior Reserve Fund to the Senior Reserve Fund Required Amount pursuant to items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments.

To the extent that such Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Remaining Senior Revenue Shortfall**") and the Cash Manager shall use Available Principal Receipts on the following Interest Payment Date to cure such Remaining Senior Revenue Shortfall, provided that Available Principal Receipts shall only be applied to provide for any Remaining Senior Revenue Shortfall in relation to item (e)(iii) of the Pre-Enforcement Revenue Priority of Payments if the PDL Condition is satisfied.

The application of any Available Principal Receipts will be recorded on the Principal Deficiency Ledger as set out below in the section entitled "*Overview of Credit Structure and Cashflows – Principal Deficiency Ledger*".

Revenue Shortfall

On each Calculation Date, the Cash Manager will determine whether Available Revenue Receipts (other than items (c) and (d) and any Available Principal Receipts applied to remedy a Remaining Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are sufficient to pay items (e)(v) to (e)(xiii) multiplied by (100/95) of the Pre-Enforcement Revenue Priority of Payments (the "**Revenue Amounts**").

To the extent that Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Revenue Shortfall**"), being the amount equal to the Revenue Amounts minus such Available Revenue Receipts, and the Cash Manager on behalf of the Issuer shall, on the relevant Interest Payment Date, pay or provide for such Revenue Shortfall by applying amounts standing to the credit of the General Reserve Fund.

Remaining Revenue Shortfall

If, on any Interest Payment Date after the Class B Notes have been redeemed in full and after paying or providing for a Revenue Shortfall, the Cash Manager determines that, following application of:

(i) Available Revenue Receipts (other than item (e) of Available Revenue Receipts); and

(ii) amounts standing to the credit of the General Reserve Fund to make up a Revenue Shortfall,

there will be a shortfall in amounts available to pay or provide for payment on such Interest Payment Date of interest on the then Most Senior Class of Notes outstanding (any such shortfall being a "**Remaining Revenue Shortfall**"), the Cash Manager shall pay or provide for that Remaining Revenue Shortfall by the application of Available Principal Receipts on the relevant Interest Payment Date.

Principal Deficiency Ledger

The Principal Deficiency Ledger of the Issuer will record as a debit to the ledger the following items:

- (a) any Losses on the Secured Mortgage Loans in the Mortgage Portfolio;
- (b) in the case of any Secured Mortgage Loans in arrears by 180 days or more an amount equal to the Current Balance of such Secured Mortgage Loan multiplied by the then Current Arrears Percentage provided that, for the avoidance of doubt, if a Secured Mortgage Loan no longer falls under items (a), (b) or (c) of the definition of the Arrears Percentage, the amount previously debited to the Principal Deficiency Ledger is instead credited to the Principal Deficiency Ledger; and
- (c) the application of any Available Principal Receipts to meet any Remaining Senior Revenue Shortfall or Remaining Revenue Shortfall;
- (d) the application of any Principal Deficiency Excess Revenue Amount; and
- (e) any loss arising as a result of a Secured Mortgage Loan becoming unsecured being an amount equal to the Current Balance of the Secured Mortgage Loan on any date after it becomes unsecured.

On each Calculation Date, the Cash Manager will calculate the then Current Balance of the Principal Deficiency Ledger and will, on the subsequent Interest Payment Date, apply Available Revenue Receipts to cure any debit entries in the order set out in the Pre-Enforcement Revenue Priority of Payments.

If it is later determined that the debit balance of the Principal Deficiency Ledger was miscalculated as being higher than was later found to be the case (as a result of Secured Mortgage Loans in arrears being later found to have been fully or partially cured or following any recoveries of principal from defaulting Borrowers on enforcement of any Secured Mortgage Loans (including proceeds of sale of the relevant Property) which amounts have already been recorded as a debit to the Principal Deficiency Ledger), it may be the case that, on any Interest Payment Date, the Net Available Revenue Receipts that were applied to cure a debit entry on the Principal Deficiency Ledger were excessive for such purpose. In such circumstances, following the application of Net Available Revenue Receipts, the Principal Deficiency Ledger will have a negative balance (any such amount, the "**Principal Deficiency Excess**"). Amounts equal to such Principal Deficiency Excess shall form part of the Available Revenue Receipts on the following Interest Payment Date, such amounts being "**Principal Deficiency Excess Revenue Amounts**".

The Principal Deficiency Ledger will comprise eight sub-ledgers which will correspond to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes and the VRR Loan.

The Principal Deficiency Ledger will record as debit items any deemed principal losses in respect of the Secured Loans, as follows:

- (a) *first*, up to the PDL Maximum Amount in respect of the Class Z Notes, as debits on the Class Z Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal

Deficiency Sub-Ledger under this item (a) shall equal the VRR Proportion of amounts debited from the Class Z Principal Deficiency Sub-Ledger under this item (a);

- (b) *second*, up to the PDL Maximum Amount in respect of the Class F Notes, as debits on the Class F Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (b) shall equal the VRR Proportion of amounts debited from the Class F Principal Deficiency Sub-Ledger under this item (b);
- (c) *third*, up to the PDL Maximum Amount in respect of the Class E Notes, as debits on the Class E Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (c) shall equal the VRR Proportion of amounts debited from the Class E Principal Deficiency Sub-Ledger under this item (c);
- (d) *fourth*, up to the PDL Maximum Amount in respect of the Class D Notes, as debits on the Class D Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (d) shall equal the VRR Proportion of amounts debited from the Class D Principal Deficiency Sub-Ledger under this item (d);
- (e) *fifth*, up to the PDL Maximum Amount in respect of the Class C Notes, as debits on the Class C Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (e) shall equal the VRR Proportion of amounts debited from the Class C Principal Deficiency Sub-Ledger under this item (e);
- (f) *sixth*, up to the PDL Maximum Amount in respect of the Class B Notes, as debits on the Class B Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (f) shall equal the VRR Proportion of amounts debited from the Class B Principal Deficiency Sub-Ledger under this item (f); and
- (g) *seventh*, up to the PDL Maximum Amount in respect of the Class A Notes, as debits on the Class A Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited from the VRR Loan Principal Deficiency Sub-Ledger under this item (g) shall equal the VRR Proportion of amounts debited from the Class A Principal Deficiency Sub-Ledger under this item (g).

"PDL Maximum Amount" means, in respect of a Class of Notes, the Principal Amount Outstanding of such Class of Notes multiplied by (100/95).

On each Interest Payment Date, the Issuer shall apply any Net Available Revenue Receipts available for such purpose in accordance with the Pre-

Enforcement Revenue Priority of Payments to extinguish or reduce any debit balance on the Principal Deficiency Ledger. The Pre-Enforcement Revenue Note Share will be applied on an Interest Payment Date as follows:

- (a) *first*, provided that interest due on the Class A Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class A Principal Deficiency Sub-Ledger;
- (b) *second*, provided that interest due on the Class B Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class B Principal Deficiency Sub-Ledger;
- (c) *third*, provided that interest due on the Class C Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class C Principal Deficiency Sub-Ledger;
- (d) *fourth*, provided that interest due on the Class D Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class D Principal Deficiency Sub-Ledger;
- (e) *fifth*, provided that interest due on the Class E Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class E Principal Deficiency Sub-Ledger;
- (f) *sixth*, provided that interest due on the Class F Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class F Principal Deficiency Sub-Ledger; and
- (g) *seventh*, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class Z Principal Deficiency Sub-Ledger prior to payment of interest due on the Class Z Notes.

The Pre-Enforcement Revenue VRR Share will be applied in accordance with the Pre-Enforcement Revenue Priority of Payments to the VRR Loan Principal Deficiency Sub-Ledger to reduce the debit balance to zero.

On each Interest Payment Date where a Revenue Shortfall exists, the Issuer shall also apply any amount standing to the credit of the General Reserve Fund to extinguish or reduce any balance on the Class B - Class F Principal Deficiency Sub-Ledgers with proportionate applications to the VRR Loan Principal Deficiency Sub-Ledger (see "*Overview of Credit Structure and Cash flow — Revenue Shortfall*" above).

Please refer to the section entitled "*Key Structural Features*" below for further information.

Deposit Agreement

The Administrator will deposit any cash amounts which it receives from the Collection Accounts into an account of the Issuer (the "**Deposit Account**") maintained at The Bank of New York Mellon, London Branch (the "**Deposit Account Bank**") which is the subject of an agreement between the Issuer, the Trustee and the Deposit Account Bank dated on or about the Closing Date (the "**Deposit Account Bank Agreement**"). The Deposit Account

will be subject to security in accordance with the Deed of Charge. The Deposit Account shall bear or charge interest at a rate equal to €STR – 0.015 per cent. See "*The Deposit Account Bank and The Deposit Account Bank Agreement*" below for further information.

Deposit Account and Cash Management

The Administrator will ensure that all payments due under the Mortgage Loans are made by Borrowers into the Collection Accounts. The Collection Accounts will be subject to the Collection Account Declarations of Trust.

Amounts credited to the Collection Accounts from (and including) the Closing Date that relate to the Mortgage Loans will be identified on a daily basis (each such aggregate daily amount, a "**Daily Mortgage Loan Amount**") and the Administrator will transfer an amount equal to each Daily Mortgage Loan Amount from the Collection Accounts into the Deposit Account on the next Business Day after such Daily Mortgage Loan Amount is identified as received in the relevant Collection Account. On each Interest Payment Date amounts standing to the credit of the Deposit Account will be applied by the Cash Manager on behalf of the Issuer in accordance with the relevant Priority of Payments.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London and Dublin and which is a TARGET2 Settlement Day.

OVERVIEW OF THE MORTGAGE PORTFOLIO AND ADMINISTRATION

Please refer to the section entitled "The Mortgage Portfolio – The Mortgage Loans", "The Mortgage Portfolio – Statistical Information on the Provisional Mortgage Portfolio" and "The Administrator and the Administration Agreement" for further detail in respect of the characteristics of the Mortgage Portfolio and the sale and the servicing arrangements in respect of the Mortgage Portfolio.

Sale of Mortgage Portfolio

The Mortgage Portfolio will consist of the Mortgage Loans and the Related Security which will be sold by the Seller to the Issuer on the Closing Date pursuant to the Mortgage Sale Agreement.

The Mortgage Loans and Related Security are governed by the laws of Ireland.

Please refer to the section entitled "Sale of the Mortgage Portfolio under the Mortgage Sale Agreement" for further information.

Features of Mortgage Loans

Certain features of the Mortgage Loans as at 31 March 2021 (the "**Cut-Off Date**") are set out in the table below and investors should refer to, and carefully consider, further details in respect of the Mortgage Loans set out in "The Mortgage Portfolio – Statistical Information on the Provisional Mortgage Portfolio".

The Secured Mortgage Loans comprise loans to Borrowers which are secured by first priority charges over freehold and leasehold residential owner occupier (including PDH) and buy-to-let properties in Ireland, but exclude (for the avoidance of doubt) any Secured Mortgage Loan(s) repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

The Unsecured Loans comprise loans to Borrowers which were previously secured by charges over properties in Ireland and in respect of which the relevant underlying property collateral has been sold as at the Cut-Off Date, but exclude (for the avoidance of doubt) any Unsecured Loan(s) repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

The majority of the Mortgage Loans were originated as residential mortgage loans, the proceeds of which were used to purchase residential property in Ireland constituting (at the time of origination) the PDH of the relevant Borrower.

A portion of the Mortgage Loans were originated as Buy-to-Let Mortgage Loans, meaning that the proceeds of such Mortgage Loans were used to purchase residential property in Ireland for letting purposes.

Certain other Mortgage Loans were originated as residential mortgage loans the proceeds of which were used to purchase residential property in Ireland constituting (at the time of origination) the PDH of the relevant Borrower and have subsequently become Buy-to-Let Mortgage Loans as the residential property secured is no longer the PDH of the relevant Borrower.

Type of Borrower	Prime	
Type of mortgage	Repayment and interest only	Self-certified
Number of Mortgage Loans	3031	None

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	Weighted average	Minimum	Maximum
Current Balance	€114,625	€228	€2,372,922
Seasoning (years)	15	6	27

Consideration

The consideration which will be due and payable on the Closing Date by the Issuer to the Seller in respect of the sale of the Mortgage Portfolio together with its Related Security in accordance with the Mortgage Sale Agreement shall be an amount equal to the proceeds of the Notes and the proceeds of advancing the VRR Loan less the aggregate of the amounts required: to meet the costs and expenses incurred by the Issuer in respect of the issuance of the Notes on the Closing Date; to fund the Senior Reserve Fund up to the Initial Senior Reserve Fund Required Amount; to fund the General Reserve Fund up to the Initial General Reserve Fund Required Amount; and to pay the Interest Rate Cap Fees to the Interest Rate Cap Provider (the "**Consideration**").

The "**Mortgage Portfolio**" means the Provisional Mortgage Portfolio but excluding any Mortgage Loans in the Provisional Mortgage Portfolio which, at any time prior to the Closing Date, are found not to comply with the warranties to be given in respect of the Mortgage Loans on the Closing Date as set out in the Mortgage Sale Agreement.

The "**Provisional Mortgage Portfolio**" means the portfolio of Mortgage Loans as at the Cut-Off Date which has been identified and selected by the Seller.

Any reference to the "**Current Balance**" of any Mortgage Loan means, on any date, the aggregate balance on the Borrower's account in respect of a Mortgage Loan at such date being (but avoiding double counting):

- (a) the original principal amount advanced to the Borrower; and
- (b) any advance of further moneys to the Borrower thereof prior to the Closing Date on the security of or securable on the relevant Property and any amount added to the principal balance of the relevant Mortgage Loan prior to the Closing Date on the terms of the relevant mortgage deed after the date of completion of such Mortgage Loan which remains outstanding as at such date; and
- (c) all Accrued Interest not yet due and Arrears of Interest which in each case has not been added to the principal amount; and
- (d) all accrued fees and expenses including, without limitation, insurance premiums,

as at the end of the Business Day immediately preceding that given date, **minus** any repayment or payment (including, if permitted, by way of set-off, withholding or counterclaim) of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released.

See the section entitled "*The Mortgage Portfolio*" for further information.

**Representations
Warranties**

and The Seller will make certain representations and warranties to the Issuer and the Trustee on the Closing Date in respect of the Mortgage Portfolio (the "**Mortgage Loan Warranties**"). Please see the section entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Mortgage Loan Warranties*" for further details.

The Issuer and the Trustee will have the benefit of all or certain of the Mortgage Loan Warranties contained in the Mortgage Sale Agreement and given by the Seller as at the Cut-Off Date or the Closing Date (as applicable), including warranties in relation to material compliance with the Lending Criteria as it applied at the date of origination of the Secured Mortgage Loans.

The Issuer's sole remedy for a breach of Mortgage Loan Warranty (after expiration of any applicable remedy period) shall be the requirement that the Seller either (at its sole option) repurchase the Mortgage Loan (and its Related Security) which is the subject of any such breach or provide an indemnity to the Issuer in respect of any loss that the Issuer suffers as a result of such warranty breach. In the event of a breach of representation and warranty, the remedy to be applied shall be selected by the Seller at its sole discretion.

For a summary of the recourse the Issuer has against the Seller in respect of Mortgage Loan Warranty breaches, including as to minimum claim thresholds and time and monetary limits, please refer to the sections entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Breach of Mortgage Loan Warranty*" and "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Limitations of Liability with respect to a breach of Mortgage Loan Warranty and Tracker Remediation Mortgage Loans*".

Repurchase of Mortgage Loans

In the event of a material breach of a Mortgage Loan Warranty (after the expiration of any applicable remedy period), the Seller shall repurchase any Mortgage Loan and Related Security (together with any other Mortgage Loan (i) secured or intended to be secured by the same Related Security or any part of it; or (ii) at the Seller's election, advanced to the same Borrower) where, amongst other conditions, the Seller has elected not to indemnify the Issuer against any loss suffered by reason of such material breach.

Furthermore, where the Seller is notified by the Issuer or the Administrator on its behalf that any Mortgage Loan has become a Tracker Remediation Mortgage Loan, the Seller may either (at its sole option) repurchase such Mortgage Loan and Related Security (and any other Mortgage Loan (i) secured or intended to be secured by the same Related Security or any part of it or (ii) at the Seller's election, advanced to the same Borrower) or indemnify the Issuer in respect of any losses that the Issuer suffers as a result of such Mortgage Loan becoming a Tracker Remediation Mortgage Loan. In the event of a Mortgage Loan becoming a Tracker Remediation Mortgage Loan, the remedy to be applied shall be selected by the Seller at its sole discretion.

See the section entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*" for further information.

Consideration for Repurchase

The consideration payable (the "**Repurchase Consideration**") by the Seller to the Issuer on the repurchase of (i) a Mortgage Loan following a breach of a Mortgage Loan Warranty; or (ii) a Tracker Remediation Mortgage Loan shall be:

- (a) in the case of a Secured Mortgage Loan, payment in cash of an amount equal to the Current Balance of the Secured Mortgage Loan

subject to repurchase at the date specified in the Mortgage Loan Repurchase Notice; or

- (b) in the case of an Unsecured Loan, payment in cash of an amount equal to 5 per cent. of the Current Balance of the Unsecured Loan subject to repurchase at the date specified in the Mortgage Loan Repurchase Notice.

In each case, the Current Balance(s) of the relevant Mortgage Loans will be calculated two Business Days prior to the Repurchase Date.

See the section entitled "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*" for further information and in particular, the section entitled "*Limitations of Liability with respect to a breach of Mortgage Loan Warranty and Tracker Remediation Mortgage Loans*" for details of the maximum aggregate liability of the Seller in respect of, *inter alia*, a breach of the Mortgage Loan Warranties.

Perfection Trigger Events

See "*Perfection Trigger Events*" in the section entitled "*Transaction Overview – Triggers Table – Non-Rating Triggers Table*".

Prior to the completion of the transfer of legal title of the Mortgage Loans, the Issuer will hold only an equitable and/or beneficial interest in those Mortgage Loans and will, therefore, be subject to certain risks as set out in the risk factor entitled "*The Issuer will only obtain beneficial title to the Mortgages*".

If:

- (a) obliged to do so by law, by court order or by a mandatory requirement of any regulatory authority;
- (b) an Insolvency Event occurs in respect of a Legal Title Holder;
- (c) an Enforcement Notice has been delivered; or
- (d) the Administrator's appointment under the Administration Agreement has been terminated,

the Seller will do such acts, matters and things as the Issuer (or its nominee(s)) requires the Seller to do, to complete, or procure the completion of, the transfer by way of the assignment to the Issuer (or its nominee(s)) of the legal title to the Mortgage Loans and their Related Security as soon as reasonably practicable thereafter.

Administration of the Mortgage Portfolio

The Administrator agrees to service on behalf of the Issuer the Mortgage Loans and Related Security. The appointment of the Administrator may be terminated by the Issuer and/or the Trustee (subject to the terms of the Administration Agreement) upon the occurrence of an Administrator Termination Event (see "*Administrator Termination Event*" in the "*Non-Rating Triggers Table*").

The holders of the Class Z Notes may by an Extraordinary Resolution direct the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) to terminate the appointment of the Administrator. Such termination may not take effect until a date that is 9 months from the date of the Extraordinary Resolution or the date that a replacement administrator has been appointed (whichever is later) and may be revoked by a further Extraordinary Resolution at any time within 3 months of the first Extraordinary Resolution.

The Administrator may also resign by giving not less than 3 months' notice to the Issuer, the Trustee and the Replacement Administrator Facilitator and subject to, *inter alia*, a replacement administrator having been appointed.

The Issuer will appoint the Replacement Administrator Facilitator in accordance with the Administration Agreement. If the Administrator's appointment is terminated, the Replacement Administrator Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable replacement administrator in accordance with the Administration Agreement.

Legal Title Holder

The Seller or, as applicable, BOIMB (each a "**Legal Title Holder**" and together the "**Legal Title Holders**") shall retain the legal title to the Mortgage Loans from the Closing Date until the occurrence of a Perfection Trigger Event.

Option Holder may exercise the Portfolio Option

Pursuant to, and subject to the terms of, the Deed Poll, the Issuer will grant to the Option Holder the following rights :

- (a) the right to require the Issuer to sell and transfer to the Option Holder or a Beneficial Title Transferee the beneficial title to all (but not some only) of the Mortgage Loans and any Related Security in consideration for the Portfolio Option Purchase Price;
- (b) subject to the condition that the Administrator is appointed to continue to service the Mortgage Loans following the transfer of the Whole Beneficial Title, the right to require the Issuer to procure that the Legal Title Holders declare a trust over the legal title to all (but not some only) of the Mortgage Loans and the Related Security comprising the Mortgage Portfolio (the "**Whole Legal Title**") in favour of the Option Holder or its nominee (the "**Trust Beneficiary**") and confirm to the Trust Beneficiary that the Whole Legal Title is held on trust for it,

for effect on the relevant Portfolio Option Completion Date.

The Portfolio Option may be exercised by notice from the Option Holder to the Issuer, with a copy to the Trustee, the Seller, the Administrator, the Cash Manager, the Legal Title Holders, the VRR Lender and each of the Rating Agencies provided that such notice shall be delivered on a Business Day no later than 30 calendar days prior to the relevant Portfolio Option Call Date and in any event prior to the delivery of an Enforcement Notice.

"Portfolio Option Call Date" means:

- (a) the Step-Up Date and each subsequent Interest Payment Date after the Step-Up Date; or
- (b) any Interest Payment Date on which the aggregate Principal Amount Outstanding of the Rated Notes is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on the Closing Date; or
- (c) any Business Day following the occurrence of a Redemption Event,

and in each case being a date prior to the delivery of an Enforcement Notice.

See the section entitled "*Early Redemption of the Rated Notes pursuant to the Portfolio Option*" for further detail.

OVERVIEW OF FEES

The following table sets out the estimated on-going annual fees to be paid by the Issuer to the specified Transaction Parties.

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Administration Fees	0.2 per cent. per annum (inclusive of VAT) of the aggregate Current Balance of the Mortgage Portfolio at the opening of business on the first day of the preceding Calculation Period or in the case of the first Calculation Period, the Cut-Off Date.	Ahead of all outstanding Notes	Quarterly in arrear on each Interest Payment Date
Cash Management Fees	€3,000 per annum (inclusive of VAT)	Ahead of all outstanding Notes	Quarterly in arrear on each Interest Payment Date
Other fees and expenses of the Issuer	Estimated at €170,000 each year (inclusive of VAT)	Ahead of all outstanding Notes	Quarterly in arrear on each Interest Payment Date
Expenses related to the admission to trading of the Notes	Estimated at €10,000 exclusive of any applicable VAT)	Ahead of all outstanding Notes	On or about the Closing Date

TRIGGERS TABLES

Rating Triggers Table

Transaction Party	Required Ratings on the Closing Date	Possible effects of Ratings Trigger being breached include the following
Deposit Account Bank	<p>(a) in the case of S&P, a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-1 by S&P (if a short-term unsecured, unguaranteed and unsubordinated debt rating is assigned by S&P) and a long-term unsecured, unguaranteed and unsubordinated debt rating of at least A by S&P, or should the Deposit Account Bank not benefit from a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-1 from S&P, a long-term unsecured, unguaranteed and unsubordinated debt rating of at least A+ by S&P;</p> <p>(b) in the case of DBRS, the higher of (i) one rating notch below the Deposit Account Bank's long term Critical Obligations Rating ("COR") being at least "A" by DBRS, and (ii) the rating of the Deposit Account Bank's long-term, senior, unsecured, unsubordinated and unguaranteed debt obligations being at least "A" by DBRS, provided that if the Deposit Account Bank is not rated by DBRS, at least a DBRS Equivalent Rating; or</p> <p>(c) alternatively to each of the above, such other ratings that are consistent with the then published criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Most Senior Class.</p>	<p>The consequences of breach may include the transfer of amounts standing to the credit of the Deposit Account to a bank account of the Issuer held with a replacement deposit account bank which has the required rating within 30 calendar days from the date of such breach.</p> <p>See the section entitled "<i>The Deposit Account Bank and the Deposit Account Bank Agreement</i>".</p>
Interest Rate Cap Provider	<p>Loss of the DBRS required ratings or the S&P required ratings.</p> <p>For so long as the Class A Notes, Class B Notes, Class C Notes, Class D Notes, the Class E Notes and the Class F Notes are rated by</p>	<p>The remedial actions and timing for such actions set out below are dependent on the level at which the relevant trigger that has been breached.</p>

DBRS, the "**DBRS required ratings**" set out below apply.

For so long as the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and the Class F Notes are rated by S&P, the "**S&P required ratings**" set out below apply.

The S&P required ratings take into account the framework under which collateral to be posted is calculated. The Interest Rate Cap Agreement sets out four collateral framework options, being "S&P Strong", "S&P Adequate", "S&P Moderate" and "S&P Weak" respectively and each, an "S&P Framework"). The S&P Framework that applies at any time determines the required ratings for the Interest Rate Cap Provider depending on the rating of the Notes. The table below (the "S&P Collateral Framework Table") sets out the S&P required ratings for each S&P Framework.

On the Closing Date S&P Moderate will apply to collateral posting under the Interest Rate Cap Agreement. Provided that it is not in default or subject to a termination event under the Interest Rate Cap Agreement, the Interest Rate Cap Provider may from time to time by notice inform the Issuer, the Trustee and S&P that it wishes to elect to apply a different S&P Framework from the one that is in effect at the time. Subject to S&P confirming that it will not adversely impact the rating of the Notes, the new S&P Framework will apply from the Business Day following that confirmation.

The Interest Rate Cap Provider will have the **S&P required rating** in respect of the applicable S&P Framework, if either (i) the long-term resolution counterparty rating or (ii) the long-term issuer credit rating assigned by S&P to the Interest Rate Cap Provider is at least as high as the rating corresponding to the then current rating of the Notes and the applicable S&P Framework as specified in the table below.

Current rating of the Notes	"S&P Strong"		"S&P Adequate"		"S&P Moderate"		"S&P Weak"	
	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event
AAA	A-	BBB+	A-	A-	A	A	NA	A+
AA+	A-	BBB+	A-	A-	A-	A-	NA	A+
AA	A-	BBB	BBB+	BBB+	A-	A-	NA	A
AA-	A-	BBB	BBB+	BBB+	BBB+	BBB+	NA	A-
A+	A-	BBB-	BBB	BBB	BBB+	BBB+	NA	A-
A	A-	BBB-	BBB	BBB	BBB	BBB	NA	BBB+
A-	A-	BBB-	BBB	BBB-	BBB	BBB	NA	BBB+
BBB+	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB-	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB-
BB+ and below	A-	At least as high as 3 notches below the Notes rating	BBB	At least as high as 2 notches below the Notes rating	BBB	At least as high as 1 notch below the Notes rating	NA	At least as high as the Notes rating

The remedial actions the Interest Rate Cap Provider is required to take on a loss of the S&P required ratings or the DBRS required ratings are set out below.

S&P initial required ratings

The higher of a long-term resolution credit rating or a long-term issuer credit rating of at least A.

Subject to the terms of the Interest Rate Cap Agreement, if the higher of the long term resolution credit rating or long-term issuer credit rating from S&P of the Interest Rate Cap Provider falls below A, the Interest Rate Cap Provider will be obliged to: (a) post collateral (unless the applicable S&P Framework is S&P Weak, in which case this will not apply); or (b) use commercially reasonable efforts to: (i) procure a transfer to an eligible replacement of its obligations under the Interest Rate Cap Agreement; or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Interest Rate Agreement; or (iii) take such other action as may be agreed with S&P to maintain, or restore, the rating of the Rated Notes by S&P.

S&P subsequent required ratings

The higher of a long-term resolution credit rating or a long-term issuer credit rating of at least A-

Subject to the terms of the Interest Rate Cap Agreement, the consequence of a breach of the S&P subsequent required ratings is that the Interest Rate Cap Provider will be obliged to: (a) post collateral (except where the applicable S&P Framework is S&P Weak); and (b) use commercially reasonable efforts to: (i) to procure a transfer to an eligible replacement of its obligations under the Interest Rate Cap Agreement; or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Interest Rate Agreement; or (iii) take such other action as may be agreed with S&P to maintain, or restore, the rating of the Rated Notes by S&P.

DBRS initial required ratings

Long term rating of at least A (or its equivalent rating by another rating agency in accordance with the terms of the Interest Rate Cap Agreement), provided that the highest rated Notes have a rating of AA (low) or higher.

Subject to the terms of the Interest Rate Cap Agreement, the consequence of a breach of the DBRS initial required ratings is that the Interest Rate Cap Provider will be obliged to (a) post collateral or (b) use commercially reasonable efforts to (i) to procure a transfer to an eligible replacement of its obligations under the Interest Rate Cap Agreement or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Interest Rate Agreement or (iii) take such other action as may be agreed with DBRS to maintain, or restore, the rating of the Rated Notes by DBRS.

DBRS subsequent required ratings

Long term rating of at least BBB (or its equivalent rating by another rating agency in accordance in with the terms of the Interest Rate Cap Agreement).

Subject to the terms of the Interest Rate Cap Agreement, the consequence of a breach of the DBRS subsequent required ratings is that the Interest Rate Cap Provider will be obliged to (a) post collateral and (b) use commercially reasonable efforts to (i) to procure a transfer to an eligible replacement of its obligations under the Interest Rate Cap Agreement or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Interest Rate Agreement or (iii) take such other

action as may be agreed with DBRS to maintain, or restore, the rating of the Rated Notes by DBRS.

See the section entitled "*The Interest Rate Cap Agreement*" for further information.

Non-Ratings Triggers Table

Nature of Trigger	Description of Trigger	Consequence of Trigger
<p>Administrator Termination Events</p> <p>See the section entitled "<i>The Administrator and the Administration Agreement</i>" for further information</p>	<ul style="list-style-type: none"> (i) Administrator payment default; (ii) Failure to comply with any of its other covenants or obligations; (iii) Insolvency Event in relation to the Administrator; (iv) Administrator ceasing to have the relevant licences and approvals; or (v) In addition, the appointment of the Administrator may be terminated by: <ul style="list-style-type: none"> (a) the Issuer or the Trustee pursuant to an Extraordinary Resolution of holders of the Class Z Notes; or (b) Voluntary resignation of Administrator. 	<p>The Replacement Administrator Facilitator will use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable substitute Administrator in accordance with the Administration Agreement.</p>
<p>Perfection Trigger Events</p> <p>See the section entitled "<i>Sale of the Mortgage Portfolio under the Mortgage Sale Agreement</i>" for further information.</p>	<ul style="list-style-type: none"> (i) Where the Issuer or the Seller is required to do so by law, by court order or by a mandatory requirement of any regulatory authority; (ii) Insolvency Event in relation to either the Seller or BOIMB; (iii) An Enforcement Notice has been delivered; or (iv) The Administrator's appointment under the Administration Agreement has been terminated. 	<p>The legal transfer and assignment by the Legal Title Holders to the Issuer (or its nominee(s)) of all the Mortgage Loans and any Related Security as soon as reasonably practicable.</p>
<p>Cash Manager Termination Event</p>	<ul style="list-style-type: none"> (i) Cash Manager payment default; (ii) Failure to comply with any other of its covenants or obligations; or (iii) Insolvency Event in relation to the Cash Manager. 	<p>A replacement Cash Manager will be appointed in accordance with the Cash Management Agreement.</p>
<p>Insolvency Event in respect of the Deposit Account Bank</p>	<p>Insolvency Event in respect of the Deposit Account Bank</p>	<p>A replacement Deposit Account Bank will be appointed in accordance with the Deposit Account Agreement.</p>

REGULATORY DISCLOSURES

The following outlines certain matters that may be relevant to some investors. It does not purport to be a comprehensive list of regulatory matters that pertain to investors. All investors are responsible for analysing their own regulatory position.

EU and UK Risk Retention Requirements

On the Closing Date, the Retention Holder as an originator for the purposes of the EU Securitisation Regulation and the UK Securitisation Regulation, will retain a material net economic interest of not less than 5 per cent. in the nominal value of the securitised exposures in the securitisation as required by (i) Article 6 of the EU Securitisation Regulation (as such provision is interpreted and applied on the Closing Date and which does not take into account any implementation rules or corresponding national measures in any relevant jurisdiction) and (ii) Article 6 of the UK Securitisation Regulation.

As at the Closing Date, such interest will be comprised of the VRR Loan which has a principal value equal to at least 5 per cent. of (100/95) of the aggregate principal amount of the Notes as required by (i) Article 6(3)(a) of the EU Securitisation Regulation and (ii) Article 6(3)(a) of the UK Securitisation Regulation.

The Retention Holder will undertake in the Mortgage Sale Agreement (in favour of the Trustee on behalf of the Secured Creditors) that it will, whilst any of the Notes remain outstanding:

- (a) retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation constituted by the Transaction Documents in an amount equal to at least 5 per cent. of (100/95) of the aggregate principal amount of the Notes in accordance with (i) Article 6(3)(a) of the EU Securitisation Regulation (the "**EU Minimum Required Interest**") and (ii) Article 6(3)(a) of the UK Securitisation Regulation (the "**UK Minimum Required Interest**");
- (b) not change the manner or form in which it retains (i) the EU Minimum Required Interest, except as permitted under the EU Securitisation Regulation and (ii) the UK Minimum Required Interest, except as permitted under the UK Securitisation Regulation;
- (c) not sell, short, hedge, transfer or otherwise dispose of its interest in the EU Minimum Required Interest or the UK Minimum Required Interest held by it, or otherwise enter into any transaction which would result in the Retention Amount being subject to any form of credit risk mitigation (and shall procure that none of its affiliates sell, short, hedge, transfer or otherwise dispose of its interest or otherwise enter into any form of credit risk mitigation), except in each case, to the extent permitted by the EU Securitisation Regulation or the UK Securitisation Regulation;
- (d) at all times confirm upon the written request of the Issuer or the Trustee, the continued compliance with paragraphs (a), (b) and (c) above;
- (e) notify the Issuer and/or the Trustee if for any reason it ceases to hold the EU Minimum Required Interest and the UK Minimum Required Interest in accordance with the requirements of the Mortgage Sale Agreement or fails to comply with the covenants set out in the Mortgage Sale Agreement in respect of the EU Minimum Required Interest and the UK Minimum Required Interest; and
- (f) comply with the disclosures and obligations described in (i) Article 7(1)(e)(iii) of the EU Securitisation Regulation and (ii) Article 7(1)(e)(iii) of the UK Securitisation Regulation including by confirming the Seller's risk retention as contemplated by (i) Article 6(1) of the EU Securitisation Regulation and (ii) Article 6(1) of the UK Securitisation Regulation, in each case, through the disclosure in the SR Investor Report of the information referred to in (i) Article 7(1)(e)(iii) of the EU Securitisation Regulation and (ii) Article 7(1)(e)(iii) of the UK Securitisation Regulation (subject to all applicable laws), provided that the Retention Holder will not be in breach of such obligation if it fails to so comply due to events, actions or circumstances beyond its control,

(such undertaking, the "**Risk Retention Undertaking**").

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to any other information provided separately (which information shall not form part of this Prospectus) and, after the Closing Date, to the SR Investor Reports provided to the Noteholders and others pursuant to the Administration Agreement and published on the website of the European Data Warehouse at <https://editor.eurodw.eu/esma/viewdeal?edcode=RMBSIE000433100620211>. This website and its contents do not form part of the Prospectus.

Transparency Requirements – Investor Reporting

Reporting Entity

The Issuer has been appointed as the reporting entity under Article 7(2) of the EU Securitisation Regulation (the "**Reporting Entity**") and has accepted such appointment and has agreed to perform all of the obligations under Article 7 of the EU Securitisation Regulation. The Issuer has appointed the Administrator and the Cash Manager to assist the Issuer in performing (i) the Issuer's obligations under the Transaction Documents in connection with Article 7 of the EU Securitisation Regulation and (ii) the Issuer's obligations under the Transaction Documents in connection with Article 7 of the UK Securitisation Regulation. For further information please refer to the section entitled "*General Information*".

Reporting under the Securitisation Regulations

The Administrator on behalf of the Issuer will prepare each SR Data Tape and each SR Investor Report as required by and in accordance with the Administration Agreement.

The Administrator on behalf of the Issuer will publish each SR Investor Report and each SR Data Tape as required by and in accordance with (i) Article 7(1)(a) and Article 7(1)(e) of the EU Securitisation Regulation and (ii) Article 7(1)(a) and Article 7(1)(e) of the UK Securitisation Regulation.

The Issuer will procure that each SR Investor Report and each SR Data Tape will be published in the form prescribed by (i) the technical standard required under the Commission Delegated Regulation 2020/1224, as amended or supplemented from time to time, supplementing the EU Securitisation Regulation and (ii) the technical standard required under the FCA Technical Standards (Specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE) (EU Exit) Instrument 2020 (FCA 2020/80) as amended or supplemented from time to time, supplementing the UK Securitisation Regulation, as applicable.

The SR Investor Reports and SR Data Tapes referred to above will be published or otherwise made available:

- (a) once there is a securitisation repository registered under Article 10 of the EU Securitisation Regulation and appointed by the Issuer for the Transaction (the "**EU SR Repository**"), on the EU SR Repository; or
- (b) while no EU SR Repository has been registered, on the website of the European Data Warehouse at <https://editor.eurodw.eu/esma/viewdeal?edcode=RMBSIE000433100620211>,

or, in each case, such other website as may be notified by the Administrator, to the Issuer, being a website that conforms to the requirements set out in (i) Article 7(2) of the EU Securitisation Regulation and (ii) Article 7(2) of the UK Securitisation Regulation.

The information referred to above will be available to the Noteholders, relevant competent authorities (as determined by the Issuer) and, upon request, to potential investors in the Notes. In determining whether a person is a Noteholder or potential investor in the Notes, the Cash Manager is entitled to rely, without liability, on the certification by such person that they are a Noteholder or a potential investor in the Notes.

As used in this section and in this Prospectus:

"SR Data Tape" means certain loan-by-loan information in relation to the Mortgage Portfolio in respect of each Calculation Period as then required by and in accordance with (i) Article 7(1)(a) of the EU Securitisation Regulation

and (ii) Article 7(1)(a) of the UK Securitisation Regulation, to be published no later than one month following each Interest Payment Date in the form required by the Disclosure RTS and in such other form as may be prescribed under the UK Securitisation Regulation, as applicable; and

"SR Investor Report" means an investor report in respect of each Calculation Period as the Administrator determines is required by and in accordance with (i) Article 7(1)(e) of the EU Securitisation Regulation and (ii) Article 7(1)(e) of the UK Securitisation Regulation to be published no later than one month following each Interest Payment Date in the form required by the Disclosure RTS and in such other form as may be prescribed under the UK Securitisation Regulation, as applicable.

Notes are not part of a resecuritisation

The Notes are not part of a securitisation of one or more exposures where at least one of the underlying exposures is a securitisation position.

Notification to the Central Bank

Pursuant to the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland (the "**Irish Securitisation Regulations**"), an originator, sponsor and securitisation special purpose entity ("**SSPE**") must make a notification to the Central Bank within 15 working days of the issue of the Notes and in the manner prescribed in regulation 6 of the Irish Securitisation Regulations (the "**15-Day Notification**"). The Central Bank was appointed as the competent authority in Ireland under the Irish Securitisation Regulations.

Each of the Issuer and Bank of Ireland (as originator) have confirmed that they will make a 15-Day Notification to the Central Bank.

Investors to assess compliance

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in the Prospectus generally for the purposes of complying with Article 5 of the EU Securitisation Regulation (and any corresponding national measures which may be relevant to investors) and Article 5 of the UK Securitisation Regulation.

The due diligence requirements set out in Article 5 of the UK Securitisation Regulation require institutional investors (as defined in the UK Securitisation Regulation) to verify that the Issuer has, where applicable, made available information which is substantially the same (and with such frequency and modalities as are substantially the same) as the Issuer would have been required to make available in accordance with Article 5(1)(e) of the UK Securitisation Regulation, had it been established in the UK. Each prospective investor who is subject to the UK Securitisation Regulation is also required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the UK Securitisation Regulation.

None of the Issuer, the Arranger, the Lead Manager, the Seller, the Administrator, the Retention Holder, the Trustee, the VRR Lender or the Cash Manager or any of the other Transaction Parties (i) makes any representation that any such information described above or elsewhere in this Prospectus is sufficient in all circumstances for such purposes, (ii) should have any liability to any prospective investor or any other person for any insufficiency of such information or any failure of the transactions contemplated herein to comply with or otherwise satisfy the requirements of the EU Securitisation Regulation, the UK Securitisation Regulation or any other applicable legal, regulatory or other requirements, or (iii) shall have any obligation (other than the obligations in respect of Article 6 of the EU Securitisation Regulation and Article 6 of the UK Securitisation Regulation undertaken by the Retention Holder in the Mortgage Sale Agreement and the obligations in respect of Article 7 of the EU Securitisation Regulation and Article 7 of the UK Securitisation Regulation undertaken by the Issuer, the Administrator and the Cash Manager in the Transaction Documents) to enable compliance with such requirements or any other applicable legal, regulatory or other requirements.

Information regarding the policies and procedures of the Original Lenders

As required by (i) Article 9(1) of the EU Securitisation Regulation and (ii) Article 9(1) of the UK Securitisation Regulation, the Seller has provided the following warranty in relation to the Mortgage Loans:

- (a) the relevant Original Lender has applied the same sound and well-defined credit-granting criteria, and the same processes for approving, amending, renewing and refinancing credits, to the Mortgage Loans as that which the relevant Original Lender applies to non-securitised exposures. The relevant Original Lender had/has (as applicable) effective systems in place to apply those criteria and processes in order to ensure that credit granting was/is (as applicable) based on a thorough assessment of the obligor's credit-worthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting his obligations under the credit agreement; and
- (b) none of the Mortgage Loans is a securitisation position (as defined in the EU Securitisation Regulation).

Please see "*The Seller*" and "*The Administrator and the Administration Agreement*" for further information.

U.S. Risk Retention

The transaction is not intended to involve the retention by a sponsor of at least five per cent. of the credit risk of the securitised assets for the purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"). Instead, for these purposes, the intention is to rely on an exemption for certain non-U.S. transactions provided for in Section 20 of the U.S. Risk Retention Rules. Therefore, in order to ensure that the transaction falls within this exemption, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, persons except for: (a) persons that are not "U.S. persons" (as defined in the U.S. Risk Retention Rules); and (b) persons that have obtained a U.S. Risk Retention Waiver from the Sellers. See "Risk Factors – Impact of U.S. Risk Retention Requirements".

CERTAIN LEGAL AND REGULATORY MATTERS AFFECTING THE MORTGAGE LOANS, THE NOTES AND THE VRR LOAN

The following is an outline of certain aspects of law, regulation and practice in force at the date hereof which are applicable to the Mortgage Loans and the Notes. It does not purport to be a complete summary of currently applicable law, regulation or practice, and should not therefore be treated as a substitute for professional advice. Prospective Noteholders who are in any doubt as to any matter described in this Prospectus should consult their own professional advisors.

1 Enforcement in respect of the Mortgage Loans

The Mortgage Portfolio includes PDHs, family homes / shared homes and residential buy-to-let properties.

In order to realise its security in respect of a Property, the relevant mortgagee (be it the legal owner, the Administrator, the Issuer as beneficial owner or the Trustee or its appointee (if the Trustee has taken enforcement action against the Issuer)) will need to obtain possession of such Property. There are two means of obtaining possession under Irish law: (i) by taking physical possession (seldom done in practice) and (ii) by applying for, obtaining and enforcing a court order for possession.

A court order for possession will be required in practice to obtain possession of primary residences and family homes/shared homes (as defined in the Family Home Protection Act 1976 and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 respectively). In addition, under section 97 of the Land and Conveyancing Law Reform Act 2009 (as amended) (the "**2009 Act**") (which applies to mortgages created after 1 December 2009) a mortgagee (the lender) is required to either obtain a court order for possession or obtain the written consent of the mortgagor (in the case of each Secured Mortgage Loan, the Borrower) to the taking of possession of a property that is mortgaged as security for a housing loan. For the purposes of the 2009 Act, a housing loan mortgage comes into existence where:

- (i) a person borrows money (for whatever reason) and provides, by way of security, a mortgage on that person's principal residence or the principal residence of that person's dependants; or
- (ii) monies are advanced to a consumer and security is provided over a residential property.

In this regard, a consumer is defined as a natural person acting outside of his/her business which includes trade or profession.

Certain of the Secured Mortgage Loans in the Mortgage Portfolio are secured by mortgages over buy-to-let properties. It may be possible for a mortgagee to obtain possession of residential buy-to-let properties without a court order where: (1) the relevant mortgages post-date the 2009 Act but do not fall within the definition of a housing loan mortgage set out above; or (2) where the relevant mortgages pre-date the 2009 Act. In these cases, a mortgagee may take possession of such buy-to-let properties where the mortgagee is entitled to possession under the terms of the mortgage, the property is vacant and the mortgagee is able to effect peaceful entry. In addition, the terms of the security over such residential buy-to-let properties may afford the mortgagee a power to appoint a receiver over the property. In practice appointment of a receiver is a more common enforcement mechanism for residential buy-to-let properties. Where a receiver is appointed to a housing loan mortgage as defined in the 2009 Act, in the absence of the consent of the borrower, a Circuit Court Order for Sale of the property under s100 of the 2009 Act must be obtained prior to realising the security.

If a borrower occupies a property with the effect of converting such property into a principal private residence/PDH, this will afford the borrower with all of the protections available in respect of a mortgage loan over a principal private residence. This includes the protections outlined above in respect of the 2009 Act, the Land and Conveyancing Law Reform Act 2013 (the "**2013 Act**"), the Land and Conveyancing Law Reform (Amendment) Act 2019 (the "**2019 Act**") and the protections afforded by the Arrears Code. The Arrears Code sets out what the lender must do when managing mortgage arrears and pre-arrears cases and provides for, amongst other things, the actions a lender is required to take to address mortgage arrears before resorting to repossession of the relevant property (see "*Code of Conduct on Mortgage Arrears*" above).

The mortgagee must assume certain risks if it goes into possession of a property. Obtaining possession of a property could be a costly and lengthy process. In no event can the Trustee be obliged to enter into possession of a Property or become a mortgagee in possession. The Deed of Charge provides that (irrespective of whether the Security has become enforceable) the Trustee is not obliged to seek possession of any properties within the Mortgage Portfolio and/or to become a mortgagee in possession

There may be further obstacles to obtaining vacant possession of a buy-to-let property in individual cases including where the occupants are not willing to peacefully vacate the premises or the enforcement of the mortgage in respect of the buy-to-let property is contested. In such circumstances, it may be necessary to make an application to the Irish courts to seek an order for possession or some other relief such as injunctive relief restraining interference with the mortgagee's right to possession of the secured property.

In addition, if the property is tenanted, any termination of a valid lease by the mortgagee would have to be carried out in accordance with the terms of the relevant lease and the applicable minimum notice requirements under the Residential Tenancies Act 2004. If vacant possession of the property cannot be obtained because of an existing tenancy, the mortgagee will only be able to sell the property as an investment property with one or more sitting tenants. This may affect the amount which the mortgagee could realise upon enforcement of the mortgage and the sale of the property. Enforcement procedures in relation to such mortgage loans include appointing a receiver of rent, in which case such a receiver must collect any rents payable in respect of the property and apply them in payment of any interest and arrears accruing under the mortgage loan. In such a situation, amounts received in rent may not be sufficient to cover all amounts due in respect of the mortgage loan.

The Mortgage to Rent Scheme (the "**MTR Scheme**") is a government initiative to help borrowers who are at risk of losing their home due to mortgage arrears to remain in their home. It is available only to PDH borrowers who are eligible for social housing support, where the mortgage has been deemed unsustainable by the relevant lender and the borrower agrees to voluntarily surrender the property to the lender and the property is sold to a Government approved MTR Scheme provider (e.g. a local authority or housing association). The MTR Scheme provider then rents the property back to the relevant borrower. There is no guarantee that the value of the secured property recovered under a MTR Scheme sale will represent the full market value of the property as deductions are made from the value for essential repairs. Essential repairs are those repairs necessary to bring the property up to private rental standards as required under the Housing (Standards for Rented Houses) Regulations 2017 (S.I. No. 17 of 2017) which is a requirement of all properties provided to social housing tenants and will vary on a case by case basis.

Court orders and Enforcement

In considering an application for a possession order, an Irish court has a very wide discretion. For example, an Irish court has certain powers to adjourn possession proceedings, to stay any possession order and to postpone the date for delivery of possession. In general, an Irish court would be likely to exercise such powers in favour of a Borrower where it appears to the court that such Borrower is likely to be able, within a reasonable period, to pay any sums due under their Secured Mortgage Loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of such Secured Mortgage Loan.

It should also be noted that a practice direction issued by the Irish Circuit Court pursuant to the Circuit Court Rules entitled '*Actions for Possession*' provides that no order for possession shall be made on the return date (i.e. the first hearing date) but rather the proceedings shall be adjourned to such later date as the County Registrar considers just in the circumstances. This has the effect of an automatic delay on possession proceedings. In practice, County Registrars are often more amenable to giving possession orders on vacant properties the subject of a buy-to-let mortgage than they are to giving possession orders in respect to mortgages relating to a principal private residence.

Where an order for possession is granted by a court, a sheriff will arrange for such orders to be effected. This can result in a delay of a number of months between the granting of the order and its execution. Once possession of a property has been obtained, the mortgagee has a duty to the mortgagor to take reasonable care to obtain a proper price for such property. Any failure to do so will put such mortgagee at risk of an action for breach of duty by the mortgagor, although it is for the mortgagor to prove breach of duty. There is also a risk that a mortgagor may take court action to force the mortgagee to sell the relevant property within a reasonable time. Under the 2009 Act, a

mortgagee in possession is obliged by law to sell the relevant property, at the best price reasonably obtainable, within a reasonable time, or if it would be inappropriate to sell such property, to lease it within a reasonable time.

If a mortgagee takes possession of a property, it may, as mortgagee in possession and depending upon the terms of the relevant mortgage, have an obligation to account to the mortgagor for the income obtained from such property, be liable for any damage to such property, have an obligation to repair such property and, in certain circumstances, may be obliged to make improvements or may incur certain financial liabilities in respect of such property.

Under the 2013 Act actions for possession relating to a principal private residence ("**PPR**") may in certain cases be adjourned where it is considered by the court that the matter could be resolved by recourse to a personal insolvency arrangement under the Personal Insolvency Act (see "*Personal Insolvency Act*" below). The 2013 Act provides that the court, where it considers it appropriate or on application by the borrower, in proceedings for possession of a PPR, may in certain circumstances adjourn the proceedings to enable the parties to consider whether a personal insolvency arrangement under the Personal Insolvency Act would be a more appropriate course of action than the seeking by the lender of an order for possession.

The 2019 Act further limits the ability of a lender to obtain orders for possession in respect of defaulted mortgage loans. The Land and Conveyancing Amendment Act aims to reform the factors taken into consideration by the Irish Courts when determining applications for mortgagee possession. The Land and Conveyancing Amendment Act provides, amongst other things, that a court will have to take into account: (i) the proportionality of making an order for possession; (ii) the circumstances of those resident in the property; and (iii) the conduct of parties in attempting to find a resolution regarding the payment of arrears. While many of the now statutory-imposed considerations are ones a court already had taken into account, the Land and Conveyancing Amendment Act reinforces the special status of a PDH in residential mortgage arrears proceedings in Ireland and the Government's policy objective that repossession of a defaulting borrower's PDH should be an action of last resort. In enforcement proceedings affecting a PDH, lenders must now be prepared to demonstrate reasonable conduct towards seeking a sustainable solution with the borrower.

2 Code of Conduct on Mortgage Arrears

The Arrears Code came into force on 1 July 2013 replacing the previous code (which came into force on January 2011) (the "**Previous Code**") and applies to arrears cases existing both as at 1 July 2013 and those that arise thereafter. The Arrears Code is a legally binding code published by the Central Bank on the handling of mortgage arrears and pre-arrears. A pre-arrears case arises where a borrower contacts the relevant lender to inform them that he/she is in danger of going into financial difficulties and/or is concerned about going into mortgage arrears or when the relevant lender itself identifies that this is likely to occur.

The Arrears Code applies to the mortgage lending activities of regulated lenders (such as the Seller) to borrowers in respect of their PDH or in respect of the only residential property in Ireland owned by the borrower. The Arrears Code may apply to the activities of the Seller in its capacity as Original Lender, Legal Title Holder and Administrator in respect of those Mortgage Loans secured on a PDH or a residential property which is the only residential property in Ireland owned by the Borrower or if the property is converted into the PDH of the Borrower. The protections afforded by the Arrears Code are unlikely to apply to Buy-to-Let Mortgage Loans unless secured on the only residential property of the borrower in Ireland or unless a borrower occupies a residential property as their primary residence. As a regulated entity, the Seller (and the Administrator) is required by law to administer the Mortgage Loans in accordance with the Arrears Code.

The Arrears Code sets out what the lender must do when managing mortgage arrears and pre-arrears cases that are subject to the Arrears Code and provides for, amongst other things, the actions a lender is required to take to address mortgage arrears before resorting to repossession of the relevant property. In particular, the Arrears Code provides that a lender:

- (a) must put in place a mortgage arrears resolution process ("**MARP**") which complies with the Arrears Code and produce a MARP guide providing details of its MARP (the "**MARP Guide**");

- (b) must explore, and if appropriate, offer the borrower alternative repayment arrangements which may include full or partial interest only repayment for a specified period, full or partial deferral of the instalment repayment for a specified period, extension of the term, capitalising arrears and interest and any voluntary repayment scheme to which the lender has signed up under the Arrears Code;
- (c) in recognition of the serious impact of being classified as 'not cooperating', a lender must provide a warning letter giving at least 20 business days' notice to the borrower, outlining the implications of being classified as not cooperating and providing specific information on how to avoid this classification;
- (d) must have a board-approved communications policy that will protect borrowers against unnecessarily frequent contact and harassment, while ensuring that the lender can make the necessary contact to progress resolution of arrears cases. This replaces the limit of three successful, unsolicited communications per month which was set out in the Previous Code and allows for an approach to lender and borrower communication that is suited to individual needs and circumstances;
- (e) must provide the standard financial statement ("**SFS**") to the borrower at the earliest opportunity, and to offer assistance to borrowers with completing it, including producing a "**Guide to Standard Financial Statement**". In addition, lenders can now agree with the borrower to put a temporary arrangement in place to prevent arrears from worsening while the full SFS is being completed and assessed;
- (f) where there is no other sustainable option available, the lender can offer an arrangement to distressed mortgage holders which provides for the removal of a tracker rate, but only as a last resort, where no other option that would allow the borrower retain their tracker rate is appropriate and sustainable for the borrower's individual circumstances. Lenders must be able to demonstrate that there is no other sustainable option that would allow the borrower to keep the tracker rate, and the arrangement offered must be a long term sustainable solution that is affordable for the borrower;
- (g) must provide cooperating borrowers with at least 8 months' notice from the date arrears first arise before legal action can commence and at the end of the MARP process, lenders will be required to provide a 3 month notice period to allow cooperating borrowers time to consider their options such as voluntary surrender or an arrangement under the Personal Insolvency Act (before legal action can start). In effect this means that legal proceedings may commence 3 months from the date the letter is issued to borrower or 8 months from the date the arrears first arose, whichever is the later; and
- (h) must not apply to the courts to seek repossession of a borrower's PDH until every reasonable effort has been made to agree an alternative repayment schedule with the relevant borrower in accordance with the MARP.

However, under the Arrears Code a lender may enforce a mortgage in circumstances where application of the Arrears Code is not appropriate, such as, but not limited to, in the case of fraud or breach of contract other than the existence of arrears. In addition, under the Arrears Code, a lender is permitted to seek repossession where it is clear that such borrower is deliberately not engaging with the lender, or where other circumstances reasonably so justify. The Irish Courts will normally require lenders to demonstrate compliance with the Arrears Code as a pre-condition to enforcement. This includes compliance with the procedures and documentation requirements prescribed by the Arrears Code. Where a lender cannot demonstrate compliance with the Arrears Code, this may lead to a delay in the enforcement of the mortgage and result in a lender having to remediate the loan by re-engaging with the borrower and the MARP process.

As the Arrears Code applies to borrowers in respect of their primary residence or where it is the only residential property owned by them in Ireland, the protection afforded by the Arrears Code is unlikely to apply to Buy-to-Let Mortgage Loans unless secured on the only residential property of a borrower in Ireland or if the property is converted into the PDH of the Borrower. However, the arrears handling provisions (in addition to certain other provisions) in the Consumer Protection Code could apply to a mortgage not in respect of a primary residence, including a Buy-to-Let Mortgage Loan. See further "*The Consumer Protection Code*" below.

3 The Consumer Protection Code

The revised Consumer Protection Code (the "**Consumer Protection Code**") issued by the Central Bank came into force on 1 January 2012. Amendments were made to the Consumer Protection Code by way of addendums in July 2015, July 2016, August 2017, December 2017, May 2018, June 2018 and September 2019. The Consumer Protection Code applies to all regulated financial services providers, including the Seller and the Administrator and sets out how regulated lending institutions (such as the Seller) must deal with personal consumers, who are defined as natural persons acting outside his/her business, trade or profession, and with consumers, who are natural persons or groups of natural persons acting for personal and/or business purposes or incorporated bodies having an annual turnover of €3 million or less in the previous financial year (provided that such body is not a member of a group of companies having a combined turnover of greater than the said €3 million).

The arrears handling provisions (in addition to certain other provisions) of the Consumer Protection Code do not apply to a mortgage loan to which the Arrears Code applies, but it could apply to a mortgage not in respect of a primary residence, including a Buy-to-Let Mortgage Loan. The Administrator, as a regulated entity, will be required by law to administer the Mortgage Loans in accordance with the Consumer Protection Code to the extent that the Consumer Protection Code is applicable to any of the Mortgage Loans. The arrears handling provisions of the Consumer Protection Code set out what the lender must do when managing arrears cases that are subject to the Consumer Protection Code and set out requirements for communication with, and provision of information to, borrowers.

The Central Bank may impose a monetary penalty for breach of any obligations in the Consumer Protection Code. The maximum financial penalty, in case of a body corporate, is €10,000,000 or 10 per cent. of turnover, whichever is greater.

The Central Bank has requested banks to put in place longer term mortgage arrears resolution strategies ("**MARS**") to deal with borrowers in or facing arrears or in pre-arrears. Lenders' actions in dealing with borrowers who are in financial difficulty or whose mortgages are, or may become, in arrears may be subject to additional regulation in future. Any such additional regulation may have a negative impact on the ability of the Issuer to recover amounts due under the Mortgage Loans and on its ability to pay amounts due under the Notes and the VRR Loan.

4 Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) Regulations 2015

The Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) Regulations 2015 came into force on 1 July 2016 as amended by the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) (Amendment) Regulations 2018 (the 2015 and 2018 Regulations together (the "**SME Regulations**")) and replaced the Code of Conduct for Business Lending to Small and Medium Enterprises.

The SME Regulations apply to credit provided by regulated entities to micro, small and medium enterprises (each as defined in the SME Regulations), which can include natural persons acting within the course of a business, trade or profession. A micro enterprise is one which has less than 10 employees and which has an annual turnover or balance sheet of less than €2 million. A small enterprise is one which has less than 50 employees and which has an annual turnover or balance sheet of less than €10 million. A medium-sized enterprise is one which is not a micro or small enterprise, has less than 250 employees and has an annual turnover of less than €50 million or a balance sheet of less than €43 million. A micro, small or medium enterprise can include a "natural" or legal person or group of natural or legal persons but not an incorporated body. To the extent that a Borrower, in respect of a Buy-to-Let Mortgage Loan, falls within this category, the provisions of the SME Regulations could apply. These include provisions relating to communications with the Borrower, information to be provided to the Borrower and dealing with Borrowers in financial difficulties.

The Administrator, a regulated entity, will be required by law to administer the Mortgage Loans in accordance with the SME Regulations to the extent that the SME Regulations are applicable to any of the Mortgage Loans.

5 Consumer Credit Act and Mortgage Credit Regulations

The making of housing loans in Ireland is regulated by the Consumer Credit Act 1995 (as amended) of Ireland (the "**CCA**") and the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (the "**Mortgage Credit Regulations**"), which impose a range of obligations and restrictions on mortgage lenders and mortgage intermediaries. The CCA and the Mortgage Credit Regulations may apply in respect of Mortgage Loans within the Mortgage Portfolio which were provided to Borrowers who are consumers or, in the case of the CCA only, in respect of a Mortgage Loan within the Mortgage Portfolio which was made to a Borrower in respect of the purchase or improvement of that Borrower's (or his or her dependents) principal residence.

A mortgage lender is an entity the business of which consists of or includes the making of housing loans. A housing loan is an agreement for the provision of credit to a person on the security of a mortgage of a freehold or leasehold estate or interest in land for any of a number of purposes, including the purchase or construction of a house to be used as the person's principal residence or that of the person's dependents, or refinancing a loan that was made for any of those purposes, and any loan to a consumer where that loan is secured by a mortgage and on which a house is or is to be constructed. It is not anticipated that the Issuer will be a mortgage lender for the purposes of the CCA.

A mortgage intermediary is a person (other than a mortgage lender or credit institution) who, in return for commission or some other form of consideration arranges, or offers to arrange, for a mortgage lender to provide a consumer with a housing loan, or introduces a consumer to an intermediary who arranges, or offers to arrange, for a mortgage lender to provide the consumer with such a loan. A mortgage intermediary requires an authorisation from the Central Bank in order to conduct its business. In the event that an unauthorised mortgage intermediary operates in Ireland, it is subject to penalties and sanctions that are discussed below. It is not anticipated that the Issuer will be a mortgage intermediary for the purposes of the CCA.

Relevant obligations imposed by the CCA include rules regulating advertising for housing loans; a requirement to furnish the borrower with a valuation report concerning the property; a requirement that specified warnings regarding the potential loss of the person's property be included in all key documentation relating to a housing loan and that key, prescribed information be displayed on the front page of a housing loan; and obligations to provide prescribed documents and information to a borrower. Restrictions include prohibitions on the imposition of a redemption fee in the case of many types of housing loan; compelling a borrower to pay the lender's legal costs of investigating title; and the linking of certain products.

A breach of any of these obligations or restrictions is a criminal offence by the mortgage lender or intermediary. The financial penalties may range from a maximum fine of €3,000 on summary conviction, to a maximum fine of €100,000 for conviction on indictment. A person (including a company) that is convicted of an offence under the CCA will normally be ordered to pay the costs of the prosecution. The Central Bank may, instead of a criminal prosecution, investigate a breach of the CCA under the administrative sanctions regime. Under the administrative sanctions regime, the Central Bank may impose a range of sanctions, including a monetary penalty; the maximum financial penalty is €10,000,000 or 10 per cent. of turnover, whichever is greater, in the case of a body corporate. That penalty may be appealed to the Financial Services Appeals Tribunal.

The Mortgage Credit Regulations came into force on 21 March 2016 and transpose Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property into Irish law. The Mortgage Credit Regulations apply to credit provided to a consumer under: (a) credit agreements secured by a mortgage or comparable security commonly used in a member state on residential immovable property, or secured by a right relating to residential immovable property; and (b) credit agreements the purpose of which is to acquire or retain rights in land or in an existing or proposed residential building.

The Mortgage Credit Regulations require (among other things): standard information in advertising; standard pre-contractual information; adequate explanations to the consumer on the proposed credit agreement and any ancillary service; calculation of the annual percentage rate of charge in accordance with a prescribed formula; assessment of creditworthiness of the consumer; a right of the consumer to make early repayment of the credit agreement; notifications to consumers concerning changes in the borrowing rates; and certain obligations in respect of arrears and repossessions. The Mortgage Credit Regulations also impose prudential and supervisory requirements including the establishment and supervision of credit intermediaries, appointed representatives and non-credit institutions.

6 Credit Servicing Legislation – Ireland

The CSA became law in Ireland on 21 January 2019. The CSA amends the definition of “credit servicing” in Part V of the CBA 1997 so that certain activities (which did not previously fall within the definition of 'credit servicing' under the legislation) now constitute 'credit servicing'. These activities include:

- (a) holding legal title to credit (which would include the Mortgage Loans);
- (b) determining the overall strategy for the management and administration of a portfolio of credit agreements; and
- (c) maintaining control over key decisions relating to such portfolio of credit agreements.

Subject to limited exceptions, an entity cannot perform "credit servicing" in respect of Irish credit agreements without holding an appropriate authorisation from the Central Bank. The CBA 1997 provides for an exemption from the requirement to be authorised (the "**securitisation exemption**") in the case of a SSPE which satisfies certain conditions.

The securitisation exemption may be availed of by an SSPE to which any part of the interest of the owner of credit in the credit concerned is directly or indirectly assigned or otherwise disposed of, as part of a securitisation, where:

- (a) the securitisation special purpose entity was established by or on behalf of the owner of credit as part of the securitisation arranged by or on behalf of that owner of credit;
- (b) the owner of credit retains the legal title to the credit so assigned or otherwise disposed of; and
- (c) the originator, sponsor or original lender is required to retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent.

For these purposes, "*owner of credit*" means

- (a) a person who is authorised, or taken to be authorised (by virtue of being authorised under the preceding regime), to carry on the business of a credit servicing firm; or
- (b) a regulated financial services provider authorised, by the Central Bank or an authority that performs functions in an EEA country that are comparable to the functions performed by the Central Bank, to provide credit in the State.

As the Seller (i) has established the Issuer for the purposes of securitising the Mortgage Loans, (ii) will on the Closing Date retain legal title to the Mortgage Loans and transfer the beneficial title to the Mortgage Loans to the Issuer or its nominee, (iii) will act as the Retention Holder and make available the VRR Loan and (iv) is a regulated financial services provider (as a credit institution) and the “owner of credit” for the purposes of the CBA 1997, the Issuer expects that it will come within the securitisation exemption described above and will not be required to be authorised as a credit servicing firm.

The Transaction Documents have been prepared on the basis that, to the extent possible, no parties to the Transaction Documents (other than the Administrator and any delegate) conduct any activities which would be considered to be "credit servicing" activities and would require such parties to be authorised as a credit servicing firm. The Administrator and any delegate are appropriately authorised to discharge credit servicing activities in connection with the Mortgage Loans.

The amendments to the CBA 1997 introduced by the CSA are relatively new and are broadly drafted and, as at the date of this Prospectus, there is no guidance from the Central Bank as to how the scope of activities within the ambit of the “credit servicing” or the securitisation exemption should be interpreted. If the Issuer (or any other party to the Transaction Documents) were determined to be undertaking credit servicing activities of a nature that require it to be authorised, the Issuer or such party could either seek the appropriate authorisations, or seek to amend the Transaction Documents accordingly. No assurance can be given that such authorisation would be forthcoming or

that it would be possible to amend the Transaction Documents. Furthermore, the Issuer may be subject to sanctions by the Central Bank and, potentially, would be in breach of law and the Transaction Documents. Any of the foregoing circumstances could adversely affect the value of the Notes.

7 Personal Insolvency Act

The Personal Insolvency Act provides a framework for personal insolvency and for the settlement of debt, including residential mortgage debt. In particular, it provides for three Court approved debt resolution options for Borrowers deemed under the provisions of the Personal Insolvency Act to have unsustainable indebtedness levels. These three debt resolution options are alternatives to bankruptcy.

In summary, the key aspects of the Personal Insolvency Act are as follows:

- (a) the establishment of three new non-judicial settlement systems:
 - (i) a Debt Relief Notice ("**DRN**") which provides for the write-off of qualifying unsecured debt (including for example credit card debt and overdrafts) up to €35,000 following a three-year moratorium period, with a possibility of an extension (during which the debtor's circumstances must not have improved);
 - (ii) a Debt Settlement Arrangement ("**DSA**") which provides for an agreed settlement of unsecured debt without a limit on the amount of debt over a period of five years, with a possible agreed extension to six years. A DSA must have the support of creditors representing at least 65 per cent. of a debtor's total debt. A debtor can go through a DSA once in their lifetime;
 - (iii) a Personal Insolvency Arrangement ("**PIA**") which provides for the agreed settlement of both secured and unsecured debt of (secured is subject to a cap of €3,000,000 unless the cap is waived by an agreement of all secured creditors), including residential mortgage debt. A PIA will be approved if it is supported by both secured and unsecured creditors representing at least 65 per cent. of a debtor's total debt. In addition, over 50 per cent. of secured creditors and over 50 per cent. of unsecured creditors must vote in favour of the PIA. The Personal Insolvency Act provides that a borrower who has entered a mortgage restructure is not excluded from applying for a PIA, should the restructure not succeed in returning the borrower to solvency;
- (b) the period for discharge of bankrupts was reduced from twelve to one year (subject to limited exceptions) and the amount which must be owing before bankruptcy proceedings can be brought was increased from the euro equivalent of €1,900 to €20,001; and
- (c) the establishment of a state-funded independent body known as the Insolvency Service which oversees, and gives determinations on, the non-judicial settlement procedures referred to above and which also maintains a new Personal Insolvency Register which holds details of debtors subject to the new procedures.

Where a PIA is not approved by the creditors, the personal insolvency practitioner may, where so instructed by the debtor, and where the personal insolvency practitioner considers that there are reasonable grounds to do so, apply to the appropriate Court for an order confirming the coming into effect of the PIA. Creditors must be notified of the appeal and can lodge a notice of objection. The Court must hold a hearing promptly and may confirm the PIA where it is satisfied as to various matters. In making its determination, the Court will consider (amongst other things):

- (i) the conduct of the debtor and creditors within 2 years prior to the issuing of the protective certificate;
- (ii) submissions by the creditors;
- (iii) any alternative option available to the creditors for the recovery of the debt; and

- (iv) whether the proposed PIA is fair and reasonable to any non-approving class of creditor and is not unfairly prejudicial to any interested party.

There are certain caveats to the appeals process. The PIA can only be appealed where the debt is secured on the debtor's family home and the debtor was either (i) in arrears on 1 January 2015 or (ii) having been in arrears before 1 January 2015, had entered into an alternative repayment arrangement with the secured creditor. In addition, at least one class of creditor must have voted in favour of the PIA (by a majority of over 50 per cent of the value of the debts owed to that class) at the creditors meeting (provided there is more than one creditor). The Personal Insolvency (Amendment) Act 2021 removes the need for a debtor to have been in arrears before 1 January 2015 in order to appeal the rejection of a PIA. The Personal Insolvency (Amendment) Act 2021 is currently awaiting commencement by the Minister for Justice.

DRNs and DSAs both deal with unsecured debt. However, the Personal Insolvency Act regime may result in the restructuring of the principal amount outstanding of the secured debt (which would include mortgage debt) of a borrower who completes a PIA and could also affect the enforcement of mortgages over residential property, and accordingly may have an adverse effect on the ability of the Issuer to fully recover amounts due under the Mortgages, which in turn may adversely affect the Issuer's ability to make payments under the Notes and the VRR Loan.

A PIA will not, however, involve an automatic writing down of negative equity and to be eligible, the Borrower will have to show positive engagement with his/her secured creditors in the period leading up to the application for an arrangement.

8 Unfair Terms in Consumer Contracts Regulations

The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995, 2000, 2013 and 2014 (together, the "**UTCC Regulations**") apply in relation to the Mortgage Loans. A Borrower may challenge a term in an agreement on the basis that it is "unfair" within the meaning of the UTCC Regulations and therefore not binding on the Borrower. In addition, the Competition and Consumer Protection Commission (the "**CCPC**"), the Central Bank or a consumer organisation (collectively defined as authorised bodies) may apply to the Circuit Court or the High Court for a declaration that a term drawn up for general use in contracts concluded by sellers or suppliers is unfair. At the discretion of the court, an order banning the use of such a term can be subsequently granted. The Director of Consumer Affairs or a consumer organisation may also seek an injunction preventing the use of specific terms that are unfair.

This will not generally affect "core terms" which set out the main subject matter of the contract, such as the Borrower's obligation to repay principal, but may affect terms deemed to be ancillary terms, which may include terms the application of which are in the Administrator's discretion (such as a term permitting the Administrator to vary the interest rate).

If a term of a Mortgage Loan is found to be unfair that term may not be enforceable. For example if a term permitting the lender to vary the interest rate is found to be unfair, the Borrower will not be liable to pay the increased rate or, to the extent that the Borrower has paid it, will be able, as against the Seller, or any assignee such as the Issuer, to claim repayment of the extra interest amounts paid or to set-off the amount of the claim against the amount owing by the Borrower under the Mortgage Loan. Any such non-recovery, claim or set-off may adversely affect the realisable value of the Mortgage Loans in the Mortgage Portfolio and accordingly the ability of the Issuer to meet its obligations in respect of the Notes.

No assurance can be given that changes in the UTCC Regulations, if enacted, will not have an adverse effect on the Mortgage Loans, the Seller, BOIMB, the Administrator or the Issuer and their respective businesses and operations. This may adversely affect the ability of the Issuer to dispose of the Mortgage Portfolio, or any part thereof, in a timely manner and/or the realisable value of the Mortgage Portfolio, or any part thereof, and accordingly affect the ability of the Issuer to meet its obligations under the Notes and the VRR Loan when due.

9 European Directive on Unfair Commercial Practices

On 11 May 2005, the European Council and European Parliament signed Directive 2005/29/EC (the "**Unfair Commercial Practices Directive**"). The Unfair Commercial Practices Directive affects all consumer contracts and thus will have some impact in relation to the residential mortgage market.

Under the Unfair Commercial Practices Directive, a commercial practice is to be regarded as unfair if it is (a) contrary to the requirements of professional diligence; and (b) materially distorts or is likely to materially distort the economic behaviour of the average consumer whom the practice reaches or to whom it is addressed or the average member of a group where a practice is directed at a particular group of consumers.

In addition to the general prohibition on unfair commercial practices, the Unfair Commercial Practices Directive contains provisions aimed at aggressive and misleading practices (including, but not limited to; (i) pressure selling; (ii) misleading marketing (whether by action or omission); and (iii) falsely claiming to be a signatory to a code of conduct) and a list of practices which will in all cases and in all Member States be considered unfair. The Unfair Commercial Practices Directive also contains provisions aimed at preventing the exploitation of consumers whose characteristics make them particularly vulnerable to unfair commercial practices (which may include non-status, credit impaired or sub-prime Borrowers).

The Consumer Protection Act 2007 (the "**CPA**") implements the Unfair Commercial Practices Directive in Ireland. Under the CPA there are four principal heads of offences: (i) Unfair Commercial Practices, (ii) Misleading Commercial Practices, (iii) Aggressive Commercial Practices and (iv) Prohibited Commercial Practices. The CPA may apply in respect of Mortgage Loans within the Mortgage Portfolio which were provided to Borrowers who are consumers.

In respect of most offences (other than, for example, pyramid selling schemes), the CPA contains a defence of "due diligence". This defence is available where the accused proves (i) the commission of the offence was due to a mistake or the reliance on information supplied to the accused or to the act or default of another person, an accident or some other cause beyond the accused's control, and (ii) that the accused exercised due diligence and took all reasonable precautions to avoid the commission of the offence, where due diligence means the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader's field of activity.

Under the CPA both civil proceedings and criminal proceedings may be brought against a trader engaging in an unfair act or practice albeit this should not impact on the enforceability of the underlying contract itself.

Any affected person, including consumers, other traders, and the CCPC may bring civil proceedings under the CPA for a prohibition order against a trader engaging in an unfair act or practice. The CCPC may also serve a compliance notice on a trader whom it considers to have engaged in an unfair commercial practice. A consumer aggrieved by an Unfair Commercial Practice also has a right of action for damages.

The CCPC is also empowered to institute summary proceedings for breaches of the CPA relating to misleading, aggressive and prohibited practices. A trader found guilty of an offence on summary conviction will be liable to a fine not exceeding €3,000 and/or six months imprisonment for a first offence and a fine of €5,000 and/or twelve months imprisonment for subsequent offences. Proceedings on indictment will be taken by the Director of Public Prosecutions. On a first conviction on indictment an offending trader may be fined up to €60,000 and/or eighteen months imprisonment and subsequent convictions carry a fine of up to €100,000 and/or 24 months imprisonment.

The Unfair Commercial Practices Directive is stated to be without prejudice to contract law and the rules of the validity, formation or effect of a contract. There is, as yet, no reported case law on the CPA.

10 **Fixed Charges may take effect as Floating Charges**

It is the essence of a fixed charge that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security. Dealing with the assets includes disposing of such assets or expending or appropriating the moneys or claims constituting such assets. Accordingly, if and to the extent that such liberty is given to the Issuer, any such fixed charge may instead operate as a floating charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the monies standing to the credit of such account without the consent of the chargee.

Floating charges have certain weaknesses, including the following:

- (a) weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;
- (b) as discussed above, floating charges rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up;
- (c) floating charges rank after certain insolvency remuneration expenses and liabilities;
- (d) the examiner of a company has certain rights to deal with the property covered by the floating charge; and
- (e) floating charges rank after fixed charges.

11 **No Consent, No Sale Bill**

A bill entitled the "No Consent, No Sale Bill" was introduced in 2019 to the last session of the Irish Parliament however the No Consent, No Sale Bill lapsed with the dissolution of the Irish Parliament prior to the Irish general election on 8 February 2020. A majority coalition government took office on 27 June 2020 and it is unclear whether the No Consent, No Sale Bill will be picked up by this administration.

If the No Consent, No Sale Bill is implemented by the Irish government in the same form as previously presented to the Irish Parliament, it will mean, amongst other matters, that a loan secured by a mortgage over a residential property shall not be transferred without the written consent of the borrower. In seeking consent, the lender must provide a statement to the borrower containing sufficient information to allow the borrower to make an informed decision. Where it is intended that the original lender will service the relevant mortgage as agent of the transferee, the lender is required to confirm that the transferee's policy on the handling of arrears and the setting of mortgage interest rates will be the same as the original lender.

If the lender will no longer have control in determining the conduct of relations with borrowers whose mortgage payments are seriously in arrears and/or in the setting of interest rates, the lender must seek the borrower's consent.

If the No Consent, No Sale Bill is enacted as proposed, the transfer of loans secured by a mortgage over residential property (which would include Mortgage Loans) would require the written consent of the borrower. The No Consent, No Sale Bill as currently drafted provides for limited exemptions; however an exemption for the transfer of mortgages in the context of a securitisation transaction is not included. If the No Consent, No Sale Bill were to be enacted in its current form, no assurance can be given that borrowers would provide their consent to any transfer of their Mortgage Loans after the enactment including, for instance, if the Issuer sought to perfect the transfer of Mortgage Loans on the occurrence of a Perfection Event. Furthermore, the CCPC conducted a study on the mortgage market in Ireland resulting in a report being published in June 2017 outlining options for the government in relation to the market structure, legislation and regulation to lower the cost of secured mortgage lending and improve competition and consumer protection.

It is unclear whether any legislation in respect of the foregoing (either in the current draft form or a different form) will be enacted or whether further legislative initiatives to regulate the Irish mortgage market will be introduced. If enacted, any further legislation could potentially impact the ability of the Issuer to make recoveries in respect of the Mortgage Loans and, accordingly, its ability to make payments under the Notes and the VRR Loan.

12 **Covid-19 Emergency Measures for Residential Tenancies**

The Residential Tenancies Act 2020 (the "**RTA 2020**") was signed into law on 24 October 2020. The RTA 2020 provides for a temporary moratorium on evictions during an Emergency Period. An Emergency Period is not currently in place in Ireland. However, any such time an Emergency Period comes into force, the restrictions on evictions will apply.

The Residential Tenancies and Valuation Act 2020 (the "**Residential Tenancies and Valuation Act 2020**") was signed into law on 1 August 2020 and offers additional protections for tenants who have lost income due to Covid-19. The Residential Tenancies and Valuation Act 2020, amongst other things, increases notice periods in relation to notices of termination served on tenants during the period from the date of the passing of the Residential Tenancies and Valuation Act 2020 to 10 January 2021 for failure to pay rent due and prohibits increases in rents on tenancies of dwellings during that period.

The Planning and Development, and Residential Tenancies Act 2020 (the "**Planning and Development, and Residential Tenancies Act 2020**") was enacted on 19 December 2020 and provides for the continuation of additional protections for tenants introduced by the Residential Tenancies and Valuation Act 2020 from the period from 11 January 2021 to 12 April 2021, with some modifications. Notably, the protections are disapplied where the tenant does not co-operate with the process required under the Planning and Development, and Residential Tenancies Act 2020.

The Residential Tenancies Act 2021 (the "**Residential Tenancies Act 2021**") was signed into law on 30 March 2021 and provides for the extension of emergency protections for tenants from 12 April 2021 to 12 July 2021.

13 **Change of law**

The structure of the transaction as described in this Prospectus and, *inter alia*, the issue of the Notes and the ratings which are to be assigned to the Notes are based on the law and administrative practice in effect as at the date of this Prospectus as it affects the parties to the transaction and the Mortgage Portfolio, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to such law (including any change in regulation which may occur without a change in primary legislation) and practice or tax treatment after the date of this Prospectus nor can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes and the VRR Loan.

14 **Centre of Main Interest**

The Issuer has its registered office in Ireland. Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), the Issuer's centre of main interest ("**COMI**") is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the 3 months prior to a request to open insolvency proceedings.

As the Issuer's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland.

As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland, although this would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI was found to be in another EU jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

15 **Securitisation Regulations**

The UK ceased to be a member of the EU at 11pm UK time on 31 January 2020 and of the EU single market and customs union on 31 December 2020 (together, commonly referred to as "**Brexit**"). Pursuant to the UK-EU Withdrawal Agreement negotiated between the UK and the EU, an implementation period was set for the purposes

of providing further legal continuity and such period ended at 11pm UK time on 31 December 2020 (the “**IP Completion Date**”) (the “**Implementation Period**”). The EUWA provides the legal framework for Brexit and aims to ensure continuity in law in the UK following the Implementation Period.

Following the Implementation Period, the EU Securitisation Regulation formed part of the domestic law of the United Kingdom pursuant to section 3 of the EUWA, and as amended by the Securitisation Regulations 2018 (SI 2018/1288) and the UK Securitisation Exit Regulations, as amended, replaced, recast, restated or applied with any relevant modification on or after the Implementation Period. Consequently, consistent with the EU Securitisation Regulation, the UK Securitisation Regulation includes risk retention and transparency requirements (imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and due diligence requirements imposed on certain UK-regulated institutional investors in a securitisation although there are some divergences in the UK Securitisation Regulations aimed at ensuring that the rules work in the UK. The Issuer is required to comply with periodic reporting requirements pursuant to Article 7 of each of the Securitisation Regulations. See the section entitled “*Regulatory Disclosures*” for further information. There can be no certainty that the information in this Prospectus or to be made available to investors in accordance with Article 7 of the relevant Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the relevant Securitisation Regulation or any corresponding national measures which may be relevant to investors. Furthermore, there can be no assurance that the information to be provided by the Seller (as originator) and the Issuer will be adequate for any potential investors to comply with their obligations pursuant to Article 5 of the relevant Securitisation Regulation or any corresponding national measures which may be relevant to investors. Prospective investors should consult their own advisers as to the regulatory obligations imposed on them pursuant to the relevant Securitisation Regulation and any corresponding national measures which may be relevant to investors in respect of the Notes and/or Instruments and as to the consequences for and effect on them of any changes to the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise

In particular, certain UK-regulated or European-regulated institutional investors, including credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities (UCITs) and certain regulated pension funds (institutions for occupational retirement provision or occupational pension schemes, as the case may be), are required to comply under Article 5 of the relevant Securitisation Regulation with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. In the context of UK-regulated institutional investors, it is worth noting that the UK Securitisation Regulations defines “institutional investor” to include CRR firms as defined by Article 4(1)(2A) of the CRR as it forms part of domestic law in the United Kingdom by virtue of the EUWA, certain alternative investment fund managers which market or manage alternative investment funds in the UK, UK regulated insurers or reinsurers, certain management companies as defined in section 237(2) of FSMA, UCITS as defined by section 236A of FSMA which is an authorised open ended investment company as defined in section 237(3) of FSMA and occupational pension schemes as defined in section 1(1) of the Pension Schemes Act 1993, each of which will be required to comply with due diligence requirements of Article 5 of the UK Securitisation Regulations prior to holding a securitisation position and on an ongoing basis.

Among other things, prior to holding a securitisation position, such institutional investors are required to verify certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements. If the relevant UK-regulated or European-regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investor. Aspects of the requirements of the Securitisation Regulations and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors should therefore make themselves aware of requirements applicable to them and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the relevant Securitisation Regulation.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Prospective investors should note the provisions of Regulation 462/2013 (European Union) which amended the EU CRA Regulation (together with the CRA Regulation, “**CRA3**”) and became effective on 20 June 2013. CRA3 requires, among other things, issuers or related third parties intending to solicit a credit rating of a structured finance instrument to appoint at least two credit rating agencies to provide credit ratings independently of each other. In addition, it is suggested that parties to a structured finance transaction consider appointing at least one smaller credit rating agency (being a credit rating agency with no more than a 10 per cent. market share), so long as such credit rating agency could be evaluated by the relevant issuer or related third party as capable of rating the issuance.

In accordance with the EUWA, at the end of the Implementation Period, the FCA became the regulator of credit rating agencies registered and certified in the United Kingdom, and any credit rating agency which issues credit ratings in the United Kingdom after such time is required to be registered or certified with the FCA. Credit ratings to be used for regulatory use in the UK need to be issued or endorsed by an FCA-registered or certified credit rating agency in the UK. With effect from 31 December 2020, CRA3 was onshored into UK law with necessary modifications pursuant to the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019, SI 2019/266 (“**CRAR**”). Among other things, CRAR introduced a registration regime pursuant to which UK-incorporated entities registered as, or non-EEA entities certified as, credit rating agencies by ESMA under the CRA Regulation could convert their previous ESMA registration or certification into an FCA registration or certification to enable them to issue or endorse credit ratings for regulatory purposes in the UK. Additionally, pursuant to the transitional provisions of CRAR, legal entities within the same group of an ESMA-registered credit rating agency that were incorporated in the UK prior to IP Completion Date and made an advance application for registration to the FCA would be deemed as registered for a period of three years from IP Completion Date except where determined otherwise by the FCA. Otherwise, credit rating agencies operating in the UK, any UK-based credit rating agency must apply for a new registration or certification in the UK, as applicable.

Investors regulated in the United Kingdom are therefore subject to similar restrictions under the CRAR as are applicable to European regulated investors under the CRA Regulation. As such, in general, United Kingdom regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the United Kingdom and registered or certified under the CRAR. However, in the case of ratings issued by third country non-United Kingdom credit rating agencies, these ratings can either be: (a) endorsed by a United Kingdom registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the CRAR. Note this is subject, in each case, to (a) the relevant United Kingdom registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the United Kingdom, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

The credit ratings in respect of the Rated Notes specified in this Prospectus, if obtained on the Closing Date, are expected to be issued by, respectively, DBRS Ratings GmbH and S&P Global Ratings Europe Limited, each of which is established in the European Union and included on the list of registered and certified credit rating agencies that is maintained by ESMA pursuant to the EU CRA Regulation.

In the UK, pursuant to the CRAR, such credit ratings (if issued) are expected to be endorsed by DBRS Ratings Limited or S&P Global Ratings UK Limited, as applicable, each being a credit rating agency established in the UK and registered by the FCA pursuant to the CRAR (as evidenced by their respective entries appearing on the FCA’s Financial Services Register at <https://register.fca.org.uk/s/>).

The Issuer is of the view that it should not be an "investment company" for the purposes of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**") because of the exemption provided under Section 3(c)(5)(C) of the 1940 Act. Consequently, the Issuer is of the view that it is not now, and following the issue of the Notes and the application of the proceeds, will not be, a "covered fund" (under the regulations adopted to implement section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection, or the "**Dodd-Frank Act**", (commonly known as the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds. The Volcker Rule became effective on 1 April 2014. Under the Volcker Rule, unless otherwise jointly determined otherwise by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the 1940 Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the 1940 Act.

The general effects of the Volcker Rule remain uncertain. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

18 Impact of regulatory initiatives on certain investors

Regulatory initiatives may result in increased regulatory capital requirements for certain investors and/or decreased liquidity in respect of the Notes. In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger, the Lead Manager or the Seller makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment (or the liquidity of such investment as a result thereof) on the Closing Date or at any time in the future.

WEIGHTED AVERAGE LIFE OF THE NOTES

The average lives of the Notes cannot be stated, as the actual rate of repayment of the Mortgage Loans and redemption of the mortgages and a number of other relevant factors are unknown. However, calculations of the possible average lives of the Notes can be made based on certain assumptions, such as the following assumptions:

- (a) the Option Holder exercises the Portfolio Option to redeem the Notes on the Step-Up Date, in the first scenario, or the Option Holder does not exercise the Portfolio Option to redeem the Notes on or after the Step-Up Date, in the second scenario;
- (b) the Mortgage Loans are subject to a constant annual rate of repayment (excluding scheduled principal redemptions) of between 0.0 and 15.0 per cent. per annum as shown in the table below;
- (c) the Security is not enforced;
- (d) the Mortgage Loans continue to be fully performing;
- (e) no Enforcement Notice has been served on the Issuer and no Event of Default has occurred;
- (f) the assets of the Issuer are not sold except as may be necessary to enable the Issuer to realise sufficient funds to exercise its option to redeem the Rated Notes;
- (g) the characteristics of the Mortgage Loans in the Mortgage Portfolio will be identical to those of the Mortgage Loans in the Provisional Mortgage Portfolio and the aggregate Current Balance of the Mortgage Loans will be identical to the current balance of the Provisional Mortgage Portfolio;
- (h) no Borrowers are offered nor accept different mortgage products by the Seller and the Seller is not required to repurchase any Mortgage Loan in accordance with the Mortgage Sale Agreement;
- (i) the ECB Cash Rate is assumed to be 0.0%;
- (j) 3mEuribor is assumed to be -0.5%;
- (k) the Variable Rate is assumed to stay constant for all Mortgage Loans currently on a Variable Rate, and for loans yet to revert, the Variable Rate is assumed to be 3.9% for PDH and 4.6% for BTL;
- (l) the ratio of the Principal Amount Outstanding of:
 - a. the Class A Notes to the Principal Amount Outstanding of the Notes is 71.50%;
 - b. the Class B Notes to the Principal Amount Outstanding of the Notes is 7.00%;
 - c. the Class C Notes to the Principal Amount Outstanding of the Notes is 4.75%;
 - d. the Class D Notes to the Principal Amount Outstanding of the Notes is 4.25%;
 - e. the Class E Notes to the Principal Amount Outstanding of the Notes is 2.50%;
 - f. the Class F Notes to the Principal Amount Outstanding of the Notes is 1.50%; and
 - g. the Class Z Notes to the Principal Amount Outstanding of the Notes is 8.50%;
- (m) the Notes are issued on or about 24 April 2021;
- (n) the Mortgage Loans are sold to the Issuer for value as at the Cut-Off Date, therefore the accrual of cash flows starts at the Cut-Off Date;

- (o) the Cut-Off Date is 31 March 2021;
- (p) 30/360 day count assumption;
- (q) for quarterly accruing loans, accrued interest is calculated as 1 month of the interest portion of the loans based on the Current Balance as at the previous quarter; and
- (r) annual fees and expenses of the Issuer of €170,000 fixed, and a variable fee of 0.20% of the outstanding balance of the Mortgage Portfolio.

Assumption (b) is stated as an average annualised repayment rate as the repayment rate for one Interest Period may be substantially different from that for another. The constant repayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant repayment rates.

Assumptions (b) to (k) (inclusive) relate to circumstances which are not predictable.

The average lives of the Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates above will prove in any way to be realistic. They must therefore be viewed with considerable caution. For more information in relation to the risks involved in the use of the average lives estimated above, see "*Risk Factors – Credit Structure*".

Constant annual rate of prepayment of the Mortgage Loans	(Assuming Option Holder exercises the Portfolio Option to redeem the Notes on the Step-Up Date)					
	Possible Average Life (in years) of:					
	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes
0.00%	2.71	3.00	3.00	3.00	3.00	3.00
0.25%	2.70	3.00	3.00	3.00	3.00	3.00
0.50%	2.69	3.00	3.00	3.00	3.00	3.00
1.00%	2.66	3.00	3.00	3.00	3.00	3.00
1.50%	2.63	3.00	3.00	3.00	3.00	3.00
2.00%	2.61	3.00	3.00	3.00	3.00	3.00
5.00%	2.46	3.00	3.00	3.00	3.00	3.00
7.50%	2.33	3.00	3.00	3.00	3.00	3.00
10.00%	2.21	3.00	3.00	3.00	3.00	3.00
15.00%	1.98	3.00	3.00	3.00	3.00	3.00

Constant annual rate of prepayment	(Assuming Option Holder does not exercise the Portfolio Option to redeem the Notes on the Step-Up Date)
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of the Mortgage Loans						
	Possible Average Life (in years) of:					
	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes
0.00%	6.81	15.20	16.78	18.33	19.39	19.99
0.25%	6.63	14.94	16.46	18.02	19.24	19.75
0.50%	6.46	14.68	16.21	17.75	19.05	19.57
1.00%	6.14	14.15	15.69	17.21	18.57	19.28
1.50%	5.85	13.62	15.16	16.68	18.00	18.87
2.00%	5.58	13.12	14.68	16.18	17.47	18.39
5.00%	4.33	10.56	11.96	13.50	14.74	15.60
7.50%	3.60	9.06	10.26	11.57	12.81	13.68
10.00%	3.06	7.85	8.95	10.11	11.17	11.95
15.00%	2.33	5.99	6.92	7.96	8.85	9.46

USE OF PROCEEDS

The Issuer will use the gross proceeds of the Notes and the VRR Loan to (i) pay an amount equal to the Consideration to the Seller pursuant to the Mortgage Sale Agreement (see "*The Mortgage Portfolio – Sale of the Mortgage Portfolio under the Mortgage Sale Agreement*"); (ii) pay costs and expenses incurred by the Issuer in respect of the issuance of the Notes on the Closing Date; (iii) fund the Senior Reserve Fund up to the Initial Senior Reserve Fund Required Amount; (iv) fund the General Reserve Fund up to the Initial General Reserve Fund Required Amount; and (v) pay the Interest Rate Cap Fees to the Interest Rate Cap Provider.

The estimated net proceeds of the issuance will be €308,359,667.45.

THE ISSUER

Introduction

The Issuer was incorporated and registered in Ireland (under company registration number 694183 on 29 April 2021 as a designated activity company limited by shares under the Companies Act. The registered office of the Issuer is at 3rd Floor Fleming Court, Fleming's Place, Dublin 4, Ireland. The entire issued share capital of the Issuer (1 ordinary share of €1) is held by the Share Trustee, under the terms of a trust established under Irish law by a declaration of trust dated 29 April 2021 on discretionary trust for a number of charitable purposes. The Issuer has been established as a special purpose company for the purpose of acquiring the Mortgage Loans and issuing the Notes. The Issuer has no subsidiaries.

The telephone number of the Issuer is + 353 1 5668890.

The legal entity identifier ("**LEI**") of the Issuer is 635400AJEHTFGD5HYS44.

CSC Capital Markets (Ireland) Limited (the "**Corporate Services Provider**") acts as the corporate services provider for the Issuer. The office of the Corporate Services Provider serves as the general business office of the Issuer. Through the office and pursuant to the terms of the corporate services agreement entered into on or about the Closing Date between the Issuer and the Corporate Services Provider (the "**Corporate Services Agreement**"), the Corporate Services Provider performs various management functions on behalf of the Issuer, including the provision of certain clerical, administrative and other services until termination of the Corporate Services Agreement. In consideration of the foregoing, the Corporate Services Provider receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Services Agreement provide that either party may terminate the Corporate Services Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Services Agreement which is not cured within 30 days (or such other period as shall be agreed between the parties) from the date on which it was notified of such breach. The Corporate Services Provider's principal office is at 3rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland.

The principal objects of the Issuer are set out in clause 3 of its Constitution and amongst other things are to purchase, take transfers of, invest in and acquire, by any means, loans or other obligations involving the extension of credit and any security therefor and to raise or borrow money and to grant security over its assets for such purposes.

Neither Bank of Ireland nor BOIMB nor any associated body of any of the foregoing owns directly or indirectly any of the share capital of the Share Trustee or the Issuer.

The Issuer has not commenced operations and has not engaged, since its incorporation, and will not engage in any material activities other than those incidental to its incorporation under the Companies Act authorisation and issue of the Notes, the matters referred to or contemplated in this document and the authorisation, execution, delivery and performance of the other documents referred to in this document to which it is a party and matters which are incidental or ancillary to the foregoing.

No financial statements of the Issuer have been prepared as at the date of this Prospectus.

Directors

The Directors of the Issuer and their respective business addresses and principal activities are:

Name	Address	Principal Activities
Siobhán Hallissey	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, Ireland	Company Director
Gerard Brennan	3 rd Floor Fleming Court, Fleming's Place, Dublin 4, Ireland	Company Director

The Secretary of the Issuer is CSC Capital Markets (Ireland) Limited.

Activities

On the Closing Date, the Issuer will acquire from Bank of Ireland a portfolio of residential mortgages originated by the Original Lenders. All Mortgage Loans acquired by the Issuer on such date will be financed by the proceeds of the issue of the Notes and the borrowing of the VRR Loan. The activities of the Issuer will be restricted by the Conditions and the Deed of Charge and will be limited to the issue of the Notes, the entry into the VRR Loan, the ownership of the Mortgage Loans and other assets referred to herein, the exercise of related rights and powers, and other activities referred to herein or reasonably incidental thereto. These activities will include the collection of payments of principal and interest from Borrowers in respect of Mortgage Loans and the operation of arrears procedures.

Substantially all of the above activities will be carried on by the Administrator on an agency basis on behalf of the Issuer and Trustee under the Administration Agreement. Additionally, the Cash Manager will provide cash management and reporting services to the Issuer and the Trustee pursuant to the Administration Agreement. The Issuer (with the consent of the Trustee) or the Trustee may revoke the agency of the Administrator upon the occurrence of certain events of default or insolvency or similar events in relation to the Administrator or, in certain circumstances, following an Event of Default in relation to the Notes. Following such an event as aforesaid, the Issuer may (with the consent of the Trustee) or the Trustee may, subject to certain conditions, appoint a replacement administrator.

THE SELLER

Bank of Ireland is an Irish authorised credit institution, and is a direct wholly-owned subsidiary of BOIG. BOIG is a non-operating holding company and is the ultimate parent of the BOIG group, which includes Bank of Ireland and a number of subsidiary companies of Bank of Ireland operating in the financial services sector.

Bank of Ireland was established as a chartered corporation by an Act of the Irish Parliament of 1781/2 and by a Royal Charter of King George III in 1783. The BOIG group is one of the largest financial services groups in Ireland with total assets of €134 billion at 31 December 2020. The address of the registered office of BOI is 40 Mespil Road, Dublin 4, Ireland. BOI's telephone number is + 353 1 637 8000.

On 1 September 2014, the business of ICS was transferred to Bank of Ireland by way of a statutory transfer under Part III of the Central Bank Act 1971.

Bank of Ireland's LEI is Q2GQA2KF6XJ24W42G291.

The Group provides a broad range of banking and other financial services. These services include: current account and deposit services, overdrafts, term loans, mortgages, business and corporate lending, international asset financing, leasing, instalment credit, invoice discounting, foreign exchange facilities, interest and exchange rate hedging instruments, life assurance, pension, protection and investment products. All of these services are provided by the Group in Ireland with selected services being offered in the UK and internationally. The BOIG Group generates the majority of its revenue from traditional lending and deposit taking activities as well as fees for a range of banking and transaction services.

BANK OF IRELAND MORTGAGE BANK

BOIMB was incorporated in Ireland on 21 May 2004 as a public limited company under the name Bank of Ireland Mortgage Bank Public Limited Company. It was subsequently re-registered as a public unlimited company under the name Bank of Ireland Mortgage Bank on 23 June 2004. On 19 February 2016 BOIMB adopted a new constitution in accordance with the Companies Act. BOIMB obtained an Irish banking licence under the Irish Central Bank Act, 1971 (as amended) and was registered as a designated mortgage credit institution under the 2001 ACS Act on 1 July 2004. BOIMB is a wholly-owned subsidiary of Bank of Ireland. BOIMB's business consists of the origination and holding and financing of residential mortgage loans, and the carrying on of related activity as permitted under the Asset Covered Securities Act 2001 (the "**2001 ACS Act**").

On 5 July 2004, Bank of Ireland transferred substantially all of the Irish residential mortgage book and related security held by Bank of Ireland at that time to BOIMB under Section 58 of the 2001 ACS Act.

On or immediately prior to the Closing Date, BOIMB transferred its beneficial interest in the BOIMB Loans to Bank of Ireland pursuant to a mortgage sale agreement.

THE MORTGAGE PORTFOLIO

THE MORTGAGE LOANS

Introduction

The following is a description of some of the characteristics of the Mortgage Loans including details of loan types, the underwriting process and lending criteria.

Unless otherwise indicated, the description that follows relates to types of loans that could be sold to the Issuer as part of the Mortgage Portfolio on the Closing Date.

The Provisional Mortgage Portfolio was drawn up as at 31 March 2021 and was made up of mortgage loans originated by BOIMB, Bank of Ireland and ICS and secured, or previously secured, by mortgages over residential owner occupier and buy-to-let properties located in Ireland, in respect of which the Seller holds beneficial or legal and beneficial title. The Mortgage Portfolio will be identified by the Seller from the Provisional Mortgage Portfolio after excluding Mortgage Loans which, at any time prior to the Closing Date, are found not to comply with the warranties to be given in respect of the Mortgage Loans on the Closing Date as set out in the Mortgage Sale Agreement.

The Secured Mortgage Loans comprise loans to Borrowers which are secured by first priority charges over freehold and leasehold residential owner occupier (including PDH) and buy-to-let properties in Ireland, but exclude (for the avoidance of doubt) any Secured Mortgage Loan(s) repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

The Unsecured Loans comprise loans to Borrowers which were previously secured by charges over freehold and leasehold residential properties in Ireland and in respect of which the underlying property collateral has been sold as at the Cut-Off Date, but exclude (for the avoidance of doubt) any Unsecured Loan(s) repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

The majority of the Mortgage Loans in the Provisional Mortgage Portfolio were originated as residential mortgage loans with the proceeds of such loans used to purchase residential property in Ireland constituting (at the time of origination) the PDH of the relevant Borrower. Such Mortgage Loans are referred to herein as Owner Occupier Mortgage Loans.

A portion of the Mortgage Loans were originated as residential mortgage loans with the proceeds of such loans used to purchase residential property in Ireland for letting purposes. Such Mortgage Loans are referred to herein as Buy-to-Let Mortgage Loans.

Certain other Mortgage Loans in the Provisional Mortgage Portfolio were originated as Owner Occupier Mortgage Loans however these Mortgage Loans have subsequently become Buy-to-Let Mortgage Loans as the residential property secured is no longer the PDH of the relevant Borrower.

The Secured Mortgage Loans in the Mortgage Portfolio are non-performing exposures from a regulatory perspective. The Mortgage Loans were originated as prime loans and many have been subsequently restructured to restore sustainable repayment performance. Therefore the historical arrears profile has been higher than is represented at the Cut-Off Date. For the avoidance of doubt, no mortgage loans will be added to the Mortgage Portfolio after the Closing Date.

Origination of the Mortgage Loans

All of the Mortgage Loans in the Mortgage Portfolio were originated by Bank of Ireland, BOIMB or ICS (together the "**Original Lenders**" and each an "**Original Lender** ") between 1994 and 2015.

For the purposes of this section:

"Bank of Ireland Mortgage Loans" means Mortgage Loans originated by Bank of Ireland.

"BOIMB Mortgage Loans" means Mortgage Loans originated by BOIMB.

"ICS Mortgage Loans" means Mortgage Loans originated by ICS.

Characteristics of the Mortgage Loans

Borrower Types

In respect of Mortgage Loans that were secured by a Mortgage over a Buy-to-Let Property at origination, Borrowers were classified as either a Standard Investor (a **"Standard Investor"**) or a Professional Investor (a **"Professional Investor"**), each as described further below.

A Standard Investor is any of the following:

- (a) From 2001, a borrower owning less than 3 buy-to-let properties;
- (b) From August 2003, a borrower owning less than 2 buy-to-let properties;
- (c) From November 2004, a borrower owning less than 3 buy-to-let properties;
- (d) From July 2006, a borrower owning (i) less than 3 buy-to-let properties; or (ii) a portfolio of 3 or more buy-to-let properties mortgaged with the relevant Original Lender where the aggregate LTV for those buy-to-let properties was less than 80 per cent;
- (e) From June 2007, a borrower that: (i) owned less than 3 buy-to-let properties; or (ii) had personal income (excluding rents) of over €100,000 for sole borrowers or €150,000 for joint borrowers;
- (f) From July 2008, a borrower owning less than 3 buy-to-let properties;
- (g) From November 2009, a borrower with a primary diversified source of income in addition to rental income (i.e. the majority of income is derived from a source that is not property related);
- (h) From November 2010, a borrower: (i) with a primary diversified source of income in addition to rental income (i.e. the majority of income is derived from a source that is not property related); and (ii) owning less than 3 buy-to-let properties;
- (i) From December 2013 to November 2015, a borrower: (i) owning less than 3 buy-to-let properties; (ii) with aggregate buy-to-let mortgage debt of no more than €500,000; and (iii) the majority of the borrower's income source was not derived from property related sources in certain circumstances; and
- (j) From November 2015, a borrower (i) owning a maximum of 3 buy-to-let properties; (ii) with aggregate buy-to-let mortgage debt of less than €500,000; and (iii) the majority of the borrower's income is derived from a source that is not property related.

A Professional Investor is any of the following:

- (a) From 2001, a borrower owning 3 or more buy-to-let properties;
- (b) From August 2003, a borrower owning more than 2 buy-to-let properties;
- (c) From November 2004, a borrower owning more than 3 buy-to-let properties;
- (d) In January 2005, ICS introduced a minimum income threshold of over €100,000 per annum for Professional Investors;

- (e) From July 2006, a borrower owning: (i) more than 3 buy-to-let properties; or (ii) a portfolio of buy-to-let properties mortgaged with the Original Lenders where the overall LTV was less than or equal to 80per cent;
- (f) From June 2007, a borrower owning: (i) more than 2 buy-to-let properties; or (ii) a portfolio of buy-to-let properties where repayment capacity could be established from that portfolio independently of personal income; or (c) a sole borrower who earned over €100,000 or €150,000 for joint borrowers;
- (g) From July 2008, a borrower owning more than 3 buy-to-let properties; and
- (h) Since November 2009, a borrower who: (i) does not meet the definition of a Standard Investor; or (ii) has an occupation associated with the property market or a borrower whose only source or the majority of their income was derived from rental income e.g. a landlord.

As certain Mortgage Loans in the Provisional Mortgage Portfolio were secured by Mortgages over the PDH of a Borrower at origination, Borrowers may also comprise an individual or individuals who were not assessed as a Standard Investor or Professional Investor at origination.

Types of Interest Rate Terms

The interest rate terms for each Mortgage Loan will comprise any of the following types:

- (a) Mortgage Loans which are subject to a standard variable rate of interest or a variable rate of interest as set by the relevant Legal Title Holder ("**Variable Rate Mortgage Loans**");
- (b) Mortgage Loans which are subject to a fixed rate of interest set by reference to a pre-determined rate or series of rates for a fixed period or periods ("**Fixed Rate Mortgage Loans**"), where following the end of such period each such Mortgage Loan will revert to either a Variable Rate Mortgage Loan or a Tracker Rate Mortgage Loan;
- (c) Mortgage Loans which are ECB-linked mortgages where the applicable rate of interest is calculated by reference to the European Central Bank base rate (the "**ECB Rate**") plus a margin of between 0.65 per cent. and 1.60 per cent. ("**Tracker Rate Mortgage Loans**"); and
- (d) Mortgage Loans which are subject to a fixed rate of interest of 0.005% as set by the relevant Legal Title Holder ("**Nominal Rate Loans**"). There are five Nominal Rate Loans in the Provisional Mortgage Portfolio, four of which are Unsecured Loans and one of which was an Unsecured Loan but was converted to a Secured Mortgage Loan on the provision of additional security.

At the time of restructuring, the variable rate applied to Variable Rate Mortgage Loans is implemented on Bank of Ireland systems through the use of specific product codes (i.e. interest rates). Bank of Ireland has a significant number of Borrowers outside the Mortgage Portfolio with Variable Rate Loans which reference the same product codes.

Types of Repayment Terms

The type of repayment terms contained within each Mortgage Loan will comprise any of the following types (including possible combinations thereof):

- (a) Mortgage Loans in relation to which monthly instalments normally cover both interest and principal, which are payable until the mortgage loan is fully repaid at its maturity ("**Repayment Mortgage Loans**");
- (b) Mortgage Loans in relation to which the principal amount is not repayable before maturity and which require a policy of endowment life assurance (which is in certain cases a unit linked policy (an "Endowment Policy") to be charged by way of collateral security ("**Endowment Mortgage Loans**");
- (c) Mortgage Loans in relation to which monthly repayments cover interest only either for a specified period or for the duration of the term of the Mortgage Loan ("**Interest Only Mortgage Loans**");

- (d) Mortgage Loans which have post origination been divided into two accounts with a view to reducing the relevant Borrower's monthly repayments ("**Split Mortgage Loans**"). Please see "*The Administrator and the Administration Agreement – Split Mortgage Loans*" below for further information; and
- (e) Mortgage Loans in relation to which monthly repayments cover interest only for the term of the Mortgage Loan and where the principal amount is to be repaid on maturity from the proceeds of the borrower's personal pension policy which must have a projected maturity value of at least twice the value of the Mortgage Loan ("**Pension Backed Mortgage Loans**").

Mortgage Conditions

The Mortgage Loans are documented by a loan offer letter and mortgage deed which include the general conditions applicable at the time of origination (or at the time of a subsequent variation of the Mortgage Loan) and special conditions (documented in the relevant offer letters). Such special conditions may include certain loan-specific terms.

Underwriting Approach at Origination

The underwriting approach of the Original Lenders has changed over time. The following summarises the underwriting approach adopted by the Original Lenders at origination with respect to the Mortgage Loans which may form part of the Provisional Mortgage Portfolio:

Owner Occupier Mortgage Loans Underwriting Approach:

Term

The maximum term of an Owner Occupier Mortgage Loan was:

- (a) prior to 1999, 30 years;
- (b) from 1999, 35 years for first time buyers and 30 years for other borrower types; and
- (c) from August 2004, 35 years for borrowers employed in certain professions availing of a 100 per cent. mortgage product.

Loan to Value

The loan to value ratio is calculated by dividing the loan amount approved at completion of the relevant Mortgage Loan by the valuation of the Property or the contract price of the Property, whichever is the lesser amount.

The loan to value ratios and criteria applicable to the Mortgage Loans in the Provisional Mortgage Portfolio vary depending on borrower type, mortgage type, property type and other factors. For more details, see "*Lending Criteria - Residential loan amount to related property value ratio*" below.

Insurance

All borrowers are required to hold mortgage protection insurance which must be assigned to the relevant Original Lender.

Repayment Capacity - Net Disposable Income

The principal amount of a Mortgage Loan secured by a Mortgage over the PDH of a Borrower was determined by the relevant Original Lender based on the borrower's repayment capacity based on the borrower's net disposable income.

Net disposable income was calculated by taking a borrower's gross monthly earned income and deducting income related taxes, social insurance contribution, any property tax and repayments on the requested mortgage (after applying a stress rate of interest), fixed financial commitments and a monthly deduction for each dependant.

The remaining income is the “**Net Disposable Income**” or “**NDI**”. Further details of the Original Lenders’ Net Disposal Income requirements are set out below. Exceptions were permitted to the Net Disposable Income requirements in certain circumstances.

From April 1998, the minimum NDI requirements were as follows:

- (a) Bank of Ireland Mortgage Loans: (i) sole borrowers: £450 per month (one parent family: £600 per month); (ii) joint borrowers: £800 per month; and additional £50 per month for each dependent child of a borrower;
- (b) ICS Mortgage Loans: (i) sole borrower: £450 per month; (ii) joint borrowers: £1,000 per month; and (iii) separated borrower: £800 per month; and
- (c) A stress rate of the standard variable rate plus 2 per cent. to a maximum of 12 per cent. or if the mortgage is for a fixed rate for more than 5 years, the actual fixed interest rate.

From October 1998, the minimum NDI requirements in respect of ICS Mortgage Loans were as follows: (i) sole borrower: £650 per month; (ii) joint borrowers: £1,300 per month; and (iii) separated borrower: £800 per month.

From October 1999, the minimum NDI requirements in respect of Bank of Ireland Mortgage Loans were: (i) sole borrowers: £550 per month (one parent family: £700 per month); (ii) joint borrowers: £1,100 per month; and additional £50 per month for each child of a borrower.

From October 2002, the minimum NDI requirements in respect of Bank of Ireland Mortgage Loans and ICS Mortgage Loans were as follows: (i) sole borrowers: €700 per month; (ii) joint borrowers where both employed: €1,600 per month; (iii) joint borrowers where one employed: €1,525 per month.

From August 2004, the minimum NDI requirements were as follows:

- (a) Bank of Ireland Mortgage Loans, BOIMB Mortgage Loans and ICS Mortgage Loans: (i) sole borrowers: €1,050 per month; (ii) joint borrowers where both employed: €1,800 per month; (iii) joint borrowers where one employed: €1,525 per month;
- (b) In respect of 100 per cent. mortgages: (i) sole borrowers: €1,300 per month, (ii) joint borrowers both employed: €2,000 per month; (iii) joint borrowers, one employed: €1,900 per month; and
- (c) Stress Rate: standard variable rate plus 2 per cent. to a maximum of 12 per cent. or actual mortgage interest rate if rate fixed for more than 3 years.

From August 2006, the minimum NDI requirements were as follows:

In respect of 100 per cent. mortgages: sole borrowers: €1,400 per month; (ii) joint borrowers where both employed: €2,600 per month; (iii) joint borrowers, one employed: €2,000 per month.

From October 2006:

- (a) In respect of 100 per cent. mortgages: sole borrowers: €1,500 per; (ii) joint borrowers where both employed: €2,800 per month where earning an income of less than €90,000 per annum; (iii) joint borrowers earning over €90,000 per annum, €3,000 per month; (iv) joint borrowers, one employed: €2,250 per month for borrowers earning less than €90,000 per annum and €2,600 per month for borrowers earning over €90,000 per annum; and
- (b) Stress Rate: from March 2006, the stress rate was amended to the prevailing ECB rate plus 3 per cent. to a maximum of 12 per cent. regardless of rate chosen by the borrower.

From December 2006, the minimum NDI requirements were as follows for all Original Lenders:

- (a) Sole borrowers: €1,150 per month;

- (b) Joint borrowers where both employed: €2,000 per month;
- (c) Joint borrowers, one employed: €1,600 per month; and
- (d) deductions of €200 per month per dependent if applicable.

In April 2008, the stress rate was amended to the prevailing ECB rate plus 3.5 per cent.

From September 2009, the minimum NDI requirements were as follows for all Original Lenders:

- (a) Sole borrowers: €1,200 per month; and
- (b) Stress Rate: 5per cent.

In November 2010, the basis for stress testing moved from the prevailing ECB rate plus 3.5 per cent. to the variable interest rate based on LTV plus 2 per cent. subject to a minimum floor stress rate of 5 per cent.

From October 2013, the minimum NDI requirements were as follows for all Original Lenders:

- (a) Sole borrowers: €1,400 per month;
- (b) Joint borrowers both employed: €2,250 per month;
- (c) Joint borrowers, one employed: €2,000 per month;
- (d) deductions of €200 per month per dependent if applicable; and
- (e) Stress Rate: actual mortgage interest rate plus 2per cent. subject to a minimum stress rate of 5 per cent.

Minimum Income Requirements

The following minimum income requirements were applied by the Original Lenders in respect of Owner Occupier Mortgage Loans. In addition, certain variable income was also considered. The figures set out below are on a per annum basis.

From April 1998:

- (a) Bank of Ireland Mortgage Loans: No minimum income requirement applicable. Affordability was assessed based on the borrower's NDI. Variable income could be considered in the calculation of NDI, including 25 per cent. of the amount of regular overtime, 100 per cent. of the amount of guaranteed overtime and 25 per cent. of the amount of a guaranteed bonus.
- (b) ICS Mortgage Loans: (i) sole borrower: £16,000 (increased to £18,000 from October 1998); (ii) joint borrowers: £26,000 (increased to £28,000 from October 1998).

From August 2002:

- (a) Bank of Ireland Mortgage Loans: variable income could be considered in the calculation of NDI, including 25 per cent. of the amount of regular overtime, commission and bonus, 100 per cent. of the amount of guaranteed overtime, 25 per cent. of the amount of guaranteed bonus and 50 per cent. of the amount of guaranteed commission.
- (b) ICS Mortgage Loans: (i) sole borrower: €32,000; (ii) joint borrowers: €45,000.

For borrowers employed with a pre-defined list of employers such as Dublin County Council, The Mater Hospital, Microsoft, Schering Plough, Warner Lambert, Arthur Andersen and Aer Lingus pilots; sole & joint borrowers: €40,000 (at least one joint borrower earning €40,000).

From August 2004:

- (a) In respect of 100 per cent. mortgages only: (i) sole borrower: €40,000 (ii) joint borrower: €60,000 where one or both employed.
- (b) 100 per cent. mortgages were available to professionals (including lawyers, architects, qualified accountants, doctors, chartered engineers, vets, barristers and pharmacists) employed on a permanent or contract basis or established in practice.

From March 2006:

- (a) In respect of 100 per cent. mortgages only: (i) sole borrower: €35,000k (ii) joint borrowers (one/both employed): €60,000
- (b) The list of professions eligible for 100 per cent. mortgages expanded to include: actuaries, chartered surveyors, dentists, engineers, opticians, ophthalmologists, orthodontists, pilots, psychologists/psychiatrists, university lecturers, company directors earning over €100,000, self-employed persons earning over €100,000 and Bank of Ireland Group staff and PAYE employees earning over €100,000.

From October 2006:

- (a) In respect of 100 per cent. mortgages only: (i) sole borrower €45,000 (ii) joint borrowers (where one or both employed): €80,000
- (b) The list of professions eligible for 100 per cent. mortgages expanded to include: civil servants, policemen, nurses, teachers, prison officers, army officer ranks, sole borrowers earning over €100,000 and joint borrowers earning over €150,000. Company directors and self-employed persons earning over €100,000 were removed from the list.

From September 2009, in respect of Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans: variable income considered in the calculation of NDI included 25 per cent. of amount of guaranteed overtime, 20 per cent. of amount of guaranteed bonus and 25 per cent. of amount of guaranteed commission.

Allowable Income Multiples

The principal amount to be advanced under an Owner Occupier Mortgage Loan could not (subject to certain exceptions) exceed the following allowable income multiples:

From April 1998 in respect of Bank of Ireland Mortgage Loans: principal earner: 2.5 times income plus, if applicable, 1.0 time secondary earner's income.

From October 1999 in respect of ICS Mortgage Loans: principal earner: 3.0 times income plus 1.25 times secondary earner's income.

From August 2002:

- (a) Sole borrowers: up to 4.75 times income.
- (b) Joint borrowers, both employed: up to 3.75 times income.
- (c) Joint borrowers, one employed: up to 3.5 times income.

From August 2004:

- (a) Sole borrowers: 5 times income.
- (b) Joint borrowers: 4.5 times income.

For 100 per cent. Mortgage Loans:

- (a) Sole borrowers: 4.5 times income.
- (b) Joint borrowers (both employed): 3.75 times income.
- (c) Joint borrowers (one employed): 3.25 times income.

From March 2006:

- (a) Sole borrowers: up to 5 times income.
- (b) Joint borrowers, both employed: up to 5 times income.
- (c) Joint borrowers, one employed: up to 5 times income.

From March 2006 in respect of 100 per cent. mortgages:

- (a) Sole borrowers: up to 5.0 times income.
- (b) Joint borrowers, both employed: 4.5 times income (amended to up to 5.0 times income in October 2006).
- (c) Joint borrowers, one employed: 4.5 times income (amended in October 2006 up to 5.0 times income).

From April 2008 in respect of sole borrowers, up to 5.25 times income and up to 5 times income in respect of joint borrowers where one or both employed.

From December 2012, in respect of sole borrowers and joint borrowers where both employed, up to 4.75 times income and 4.25 times income for joint borrowers where one employed.

Minimum Property Value

A property securing an Owner Occupier Mortgage Loan was required to meet the following MPV and property type requirements.

From April 1998:

- (a) Bank of Ireland Mortgage Loans: No MPVs applicable.
- (b) ICS Mortgage Loans: MPV of £100,000 for properties located in Dublin City and County and £75,000 for properties located elsewhere in Ireland.

From August 2002, MPV of €150,000 for properties located in Dublin City and County and €80,000 for properties located elsewhere in Ireland.

From August 2004:

- (a) Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans: MPV of €175,000 for properties located in Dublin City and County and €90,000 for properties located elsewhere in Ireland.
- (b) ICS Mortgage Loans: MPV of €250,000 for properties located in Dublin City and County and €125,000 for properties located elsewhere in Ireland.
- (c) In respect of 100 per cent. mortgages: MPV of €200,000 for properties located in Dublin City and County and €125,000 for properties located elsewhere in Ireland.

From August 2006, in respect of 100 per cent. mortgages, MPV of €250,000 for properties located in Dublin City and County and €150,000 for properties located elsewhere in Ireland. In addition, properties required at least 2 bedrooms. Self-build properties were not eligible.

From October 2006, in respect of 100 per cent. mortgages, MPV of €300,000 for properties located in Dublin, €200,000 for properties located in Cork / Limerick / Galway cities and €175,000 for properties located elsewhere in Ireland.

From December 2006:

- (a) Bank of Ireland Mortgage Loans, BOIMB Mortgage Loans and ICS Mortgage Loans: MPV of €300,000 for properties located in Dublin City and County.
- (b) ICS Mortgage Loans: MPV of €200,000 for properties located in Ireland but outside Dublin City and County.
- (c) Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans: €200,000 for properties located in Cork, Limerick and Galway cities.
- (d) Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans: €150,000 for properties in Ireland located outside of Dublin City and County and Galway, Cork and Limerick cities.

From September 2009, in respect of ICS Mortgage Loans, MPV of €750,000 for properties located in Dublin City and County, and €500,000 for properties located elsewhere in Ireland.

Since 2009, no Minimum Property Values are required in respect of Bank of Ireland Mortgage Loans or BOIMB Mortgage Loans. Since 2012, no minimum property values have been applied to ICS Mortgage Loans.

Buy-to-Let Mortgage Loans Underwriting Approach:

Term

Prior to 2015, the maximum term for a Repayment Mortgage Loan secured over buy-to-let property was 25 years. From 2001 - 2003, the standard maximum term for a Mortgage over a buy-to-let property was 20 years but a term of 25 years could be considered by exception. From 2003 until 2015, the maximum term for such a mortgage (regardless of repayment terms) was 25 years, subject to a maximum borrower age restriction introduced requiring the relevant borrower to be less than 70 years old at the end of the mortgage term. Since November 2015, the maximum term for a Buy-to-Let Mortgage is 30 years for a Standard Investor.

Loan to Value

The loan to value ratio is calculated by dividing the loan amount approved at completion of the relevant Mortgage Loan by the valuation of the Property or the contract price of the Property, whichever is the lesser amount.

The loan to value ratios and criteria applicable to the Mortgage Loans in the Provisional Mortgage Portfolio vary depending on borrower type, mortgage type, property type and other factors. For more details, see "*Lending Criteria - Residential loan amount to related property value ratio*" below.

Insurance

Neither mortgage indemnity insurance nor mortgage protection (life assurance) insurance is required for Buy-to-Let Mortgage Loans.

Income and Repayment Capacity

For Buy-to-Let Mortgage Loans, the borrower's repayment capacity is determined by:

- (a) the borrower's personal income or other property related income e.g. rental income from other buy-to-let properties; and
- (b) the ratio of rental income on the buy-to-let property to the proposed mortgage repayments (capital and interest or interest-only, as appropriate) in accordance with the relevant Original Lender's rental to repayment cover ratio criteria.

Income requirements

- (a) From 2001 to 2003, minimum income eligibility criteria did not apply;
- (b) From August 2003, the following minimum income eligibility criteria were introduced for Standard Investors:
 - (v) €40,000 for sole borrowers (or joint borrowers where one was employed); or
 - (vi) €60,000 for joint borrowers where both were working;
- (c) From June 2007 to June 2008, the minimum income eligibility requirement for Professional Investors was personal income (excluding rental income) of €100,000 or more for sole borrowers or €150,000 or more for joint borrowers;
- (d) Since November 2009, a Professional Investor's income must be derived from an occupation associated with the property market or where the majority of income is derived from property income;
- (e) From December 2013 to November 2015, the minimum income eligibility requirement for Standard Investors was personal income of €100,000 from non-property related sources; and
- (f) From November 2015, the minimum income eligibility requirement for Standard Investors was personal income from non-property related sources of €75,000 or more for sole borrowers or €100,000 or more for joint borrowers.

Rental income requirements

- (a) From 2001 to October 2004, the amount of rental income used to assess a borrower's repayment capacity (the "**Allowable Rental Income**") was capped at:
 - (i) 90 per cent.; or
 - (ii) 75 per cent. (if the property experienced regular rental voids); or
 - (iii) 33 per cent. (if the property was a holiday/seasonal let property).
- (b) From November 2004, Allowable Rental Income was capped at 75 per cent. for Standard Investors and 85 per cent. for Professional Investors;
- (c) From January 2005, Allowable Rental Income for Standard Investors was capped at 80 per cent. in respect of Repayment Mortgages or 75 per cent. in respect of Interest Only Mortgages. Allowable Rental Income for Professional Investors was capped at 85 per cent. for all Mortgage Loan types;
- (d) From July 2006, Allowable Rental Income was capped at: (i) 75 per cent. for Standard Investors who owned less than 3 buy-to-let properties; (ii) 85 per cent. for Standard Investors with portfolios of buy-to-let properties mortgaged with the Original Lenders which had an aggregate LTV in excess of 80 per cent.; and (iii) 100 per cent. for Professional Investors;
- (e) From June 2007, Allowable Rental Income was capped at 75 per cent. for Standard Investors. For Professional Investors, Allowable Rental Income was (i) 100 per cent.; or (ii) 90 per cent. where the Professional Investor's personal non-property related income was required to support repayment servicing. If a Professional Personal

Income Investor (as defined below) did not meet the required LRCR Interest Coverage Ratio (as defined below), they were assessed as a Standard Investor and Allowable Rental Income was capped at 85 per cent.;

- (f) From November 2009, for Standard Investors where the buy-to-let Property was considered a seasonal/holiday let, student accommodation or local authority tenanted, the Allowable Rental Income was capped at 60 per cent. For Professional Investors, Allowable Rental Income was capped at 60 per cent. regardless of property type;
- (g) From November 2010, Allowable Rental Income was 100 per cent. for Standard Investors (except for buy-to-let properties considered to be seasonal/holiday lets, student accommodation or local authority tenanted where Allowable Rental Income was then 75 per cent.); and
- (h) Since December 2013, Allowable Rental Income for Standard Investors is capped at 70 per cent. or 60 per cent. for seasonal/holiday let, student accommodation or local authority tenanted.

Loan Repayment Cover Criteria

A Borrower's repayment capacity was determined by use of the following repayment cover ratios:

- (a) the amount of Allowable Rental Income on the proposed buy-to-let property divided by the amount of the interest-only mortgage loan repayments on that buy-to-let property after applying a stress rate of interest (the "**BTL Servicing Cover Ratio**");
- (b) the amount of Allowable Rental Income on a borrower's portfolio of buy-to-let properties including the proposed buy-to-let property divided by the amount of interest-only mortgage loan repayments on those buy-to-let properties after applying a stress rate of interest (the "**BTL Portfolio Servicing Ratio**");
- (c) the amount of Allowable Rental Income on the proposed buy-to-let property divided by the amount of the principal and interest mortgage loan repayments on that buy-to-let property after applying a stress rate of interest (the "**BTL Cover Ratio**");
- (d) the amount of Allowable Rental Income on a borrower's portfolio of buy-to-let properties including the proposed buy-to-let property divided by the amount of the principal and interest mortgage loan repayments on those buy-to-let properties after applying a stress rate of interest (the "**BTL Portfolio Yield Ratio**");
- (e) the amount of a borrower's total gross income (salary, Allowable Rental Income on the borrower's buy-to-let properties including the proposed buy-to-let property and any other income) less taxation and expenses (financial commitments, buy-to-let property expenses, living expenses) divided by the amount of the principal and interest mortgage loan repayments on the proposed buy-to-let property after applying a stress rate of interest (the "**LRCR**");
- (f) the amount of a borrower's total gross income (salary, Allowable Rental Income on the borrower's buy-to-let properties including the proposed buy-to-let property and any other income) less taxation and expenses (financial commitments, buy-to-let property expenses, living expenses) divided by the amount of the interest-only mortgage loan repayments on the proposed buy-to-let property after applying a stress rate of interest (the "**LRCR Interest Cover Ratio**"); or
- (g) the amount of a borrower's total gross income (salary, Allowable Rental Income on the borrower's buy-to-let properties including the proposed buy-to-let property and any other income) less taxation and expenses (but excluding the amount of mortgage repayments on the borrower's PDH) divided by the amount of the principal and interest mortgage loan repayments on the proposed buy-to-let property and on the borrower's PDH after applying a stress rate of interest (the "**RIL Cover Ratio**").

The details of the application of these ratios is set out below.

- (a) From 2001, borrower repayment capacity was assessed using the BTL Cover Ratio and a minimum of 1.25 was required. The stress rate applied was the relevant Original Lender's standard variable rate for Buy-to-Let

Mortgage Loans at the time of assessment (the “SVR”) plus 3% or, if the interest rate was fixed for 3 or more years, the actual interest rate (the “**Actual Fixed Rate**”) could be used as the stress rate;

- (b) From July 2003, the stress rate was reduced to the SVR plus 2% (or, if applicable, the Actual Fixed Rate) and in both cases assuming minimum living expenses of €12,000 for sole borrowers or €24,000 for joint borrowers;
- (c) From November 2004, borrower repayment capacity was assessed using the RIL Cover Ratio which had to be a minimum of 1.0. The stress rate applied was the SVR plus 2% for a term of 25 years on the borrower’s mortgage repayments on their buy-to-let property and for a term of 30 years on the borrower’s mortgage repayments on their PDH. The RIL Cover Ratio assumed the following minimum living expenses: 25% of gross salary for sole borrowers up to a maximum of €18,000 and 30% of income for joint borrowers up to a maximum of €33,000;
- (d) From July 2006, the ratio used to assess borrower repayment capacity depended on the borrower type i.e. Standard Investor or Professional Investor:
 - (i) For Standard Investors, the LRCR was used to assess borrower repayment capacity and had to be a minimum of 1.00. The stress rate applied was the ECB rate plus 3%. The LRCR assumed the following minimum living expenses of: (i) €16,800 for sole borrowers; (ii) €26, 400 for joint borrowers where one borrower was employed; or (iii) €31,200 for joint borrowers where both borrowers were employed.
 - (ii) For Professional Investors, the BTL Portfolio Servicing Ratio was used to assess borrower repayment capacity and had to be a minimum of 1.3 after applying a stress rate of the ECB rate plus 0.95%.
- (e) From June 2007:
 - (i) For Standard Investors, the amount of minimum living expenses assumed for the LRCR was €18,000 for sole borrowers (up to a maximum of €35,000) and €35,000 for joint borrowers (up to a maximum of €60,000). The stress rate applied to the borrower’s mortgage repayments on their PDH was the ECB rate plus 3.5% over a term 30 years. The stress rate applied to the borrower’s mortgage repayments on their BTL property was the ECB rate plus 3% over the term of that BTL mortgage loan.
 - (ii) For Professional Investors:
 - (A) Where the Professional Investor’s repayment capacity was derived from a portfolio of buy-to-let properties and independent of the Professional Investor’s personal income (a “**Professional Rental Income Investor**”, the BTL Servicing Cover Ratio was used to assess borrower repayment capacity and had to be a minimum of 1.30 after applying a stress rate of the ECB rate plus 0.95%; and
 - (B) Where the Professional Investor’s repayment capacity was also dependent on their personal income which had to be a minimum of €100,000 for sole borrowers and over €150,000 for joint borrowers (a “**Professional Personal Income Investor**”), the LRCR Interest Cover Ratio was used to assess borrower repayment capacity and had to be a minimum of 1.15 after applying a stress rate of the ECB rate plus 2% on the borrower’s mortgage loan repayments on the proposed buy-to-let property and a stress rate of the ECB rate plus 3.5% over 30 years was applied to the borrower’s mortgage loan repayments on their PDH;
- (f) From July 2008:
 - (i) For Standard Investors, the stress rate was amended to the ECB rate plus 3.6%.

- (ii) For Professional Personal Income Investors, the stress rate was amended to the ECB rate plus 3.45%.
 - (iii) For Professional Rental Income Investors, the stress rate was amended to the ECB rate plus 2%;
- (g) From November 2009:
- (i) For Standard Investors, repayment capacity was assessed using the LRCR Interest Cover Ratio which only permitted 50% of the borrower's non-property related income to be included in the ratio calculation. A minimum ratio of 1.0 was required. The stress rate applied to the borrower's mortgage loan repayments on their PDH were 5% over a term of 30 years. The stress rate applied to the borrower's mortgage loan repayments on the proposed BTL property was the higher of 7% or the SVR plus 2%.
 - (ii) For Professional Investors, BTL Portfolio Yield Ratio was now used to assess borrower repayment capacity and a minimum of greater than 1.0 was required after applying a stress rate of 7%;
- (h) From November 2010:
- (i) For Standard Investors, repayment capacity returned to being assessed via the LRCR and the LRCR required was 1.0.
 - (ii) For Professional Investors, borrower repayment capacity was now assessed using the BTL Cover Ratio and had to be a minimum of 1.0; and
 - (iii) From September 2011;
 - (A) For Standard Investors, both of the LRCR and the BTL Servicing Ratios were used to assess repayment capacity and had to be a minimum of 1.0.
 - (B) For Professional Investors, borrower repayment capacity as assessed using the BTL Portfolio Yield Ratio which had to be a minimum of 1.0 times.
 - (i) From October 2015, the stress rate applied to the borrower's mortgage loan repayments on the proposed BTL property was 5 per cent. Where the rate was fixed for greater than or equal to 5 years, the stress rate applied was the actual interest rate plus one per cent subject to a minimum stress rate of 5 per cent. For customers with existing BTL mortgage loan debt requesting a new buy to let mortgage loan, the existing BTL debt was stressed at the actual interest rate (if the interest rate was variable) plus two per cent over the remaining term, subject to a minimum stress rate of 5 per cent. If the existing buy to let mortgage loan is on a tracker rate, the same stress rate applies with no minimum stress rate.

Minimum Property Values

Prior to 2003 there were no restrictions on property type or minimum property values applicable to Buy-to-Let Mortgage Loans. From 2003 onwards, a property secured by a Buy-to-Let Mortgage was required to meet the following minimum value (the "**Minimum Property Value**" or "**MPV**") and property type requirements:

- (a) Repayment Mortgage Loans: MPV of €150,000 for properties located in Dublin City and County and €80,000 for properties located elsewhere in Ireland;
- (b) Interest Only Mortgage Loans: MPV of €200,000 for properties located in Dublin City and County and €125,000 for properties located elsewhere in Ireland; and

- (c) Pension Backed Mortgage Loans: MPV of €300,000 for properties located in Dublin City and County and €200,000 for properties located elsewhere in Ireland. Tax designated and holiday home properties not permitted to be funded by Pension Backed Mortgages.

From January 2005 onwards:

- (a) Repayment Mortgage Loans: MPV of €200,000 for properties located in Dublin City and County and €100,000 for properties located elsewhere in Ireland;
- (b) Interest Only Mortgage Loans: MPV of €200,000 for properties located in Dublin City and County and €125,000 for properties located elsewhere in Ireland; and
- (c) Tax designated and holiday home properties were not permitted to be funded by buy-to-let mortgage loans.

From July 2006, MPV of €250,000 for properties located in Dublin City and County and €125,000 for properties located elsewhere in Ireland. Hotel suites and retirement village properties not permitted to be funded by buy-to-let mortgage loans.

From June 2007:

- (a) Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans: MPV of €300,000 for properties located in Dublin City and County, €200,000 for Cork, Galway and Limerick cities and €150,000 for properties located elsewhere in Ireland; and
- (b) ICS Mortgage Loans: MPV of €250,000 for Dublin City and County and €150,000 for properties located elsewhere in Ireland.

From July 2008, MPV of €350,000 for properties located in Dublin City and County, €250,000 for Cork, Galway and Limerick cities and €200,000 for properties located elsewhere in Ireland required by all Original Lenders.

From November 2009, MPV of €250,000 for properties located in Dublin City and County, €200,000 for Cork, Galway and Limerick cities and €170,000 for properties located elsewhere in Ireland required by all Original Lenders. For Pension Backed Mortgage Loans, MPV of €750,000 in Dublin and €500,000 for properties located elsewhere in Ireland.

From November 2010, MPV of €200,000 for properties located in Dublin City and County, €175,000 for Cork, Galway and Limerick cities and €150,000 for properties located elsewhere in Ireland required by all Original Lenders.

From September 2011, MPV of €150,000 for properties located in Dublin City and County, €125,000 for Cork, Galway and Limerick cities and €100,000 for properties located elsewhere in Ireland required by all Original Lenders.

From August 2012, MPV of €135,000 for properties located in Dublin City and County, €115,000 for Cork, Galway and Limerick cities and €90,000 for properties located elsewhere in Ireland required by all Original Lenders.

From December 2013 to October 2015, MPV of €135,000 for properties located in Dublin City and County, €115,000 for Cork, Galway and Limerick cities and €90,000 for properties located elsewhere in Ireland required by all Original Lenders.

From November 2015, MPV of €100,000 for properties located in Cork, Limerick, Galway cities and €80,000 for properties located elsewhere in Ireland required by all Original Lenders.

Lending Criteria at Origination

The following lending criteria (the “**Lending Criteria**”) will have been applied at origination (subject to certain exceptions) in respect of the Mortgage Loans in the Provisional Mortgage Portfolio save that the Lending Criteria may be varied in the manner described in “*Changes to Lending Criteria and Exceptions*” below.

Key Features of Lending Criteria

The Lending Criteria applicable to the Initial Advance under each Mortgage Loan in the Provisional Mortgage Portfolio include, but are not limited to, the following:

- (a) all Borrowers must have a satisfactory credit history;
- (b) all Mortgage Loans are credit scored;
- (c) all Mortgage Loans must be secured by a first legal mortgage on one or more leasehold or freehold properties. If the property is leasehold, the lease must have a minimum unexpired term of 70 years; and
- (d) senior underwriters have the authority to approve Mortgage Loans outside of the Lending Criteria provided that the rationale for the decision is documented.

Key Features of Related Security

The Related Security in respect of each of the Secured Mortgage Loans in the Provisional Mortgage Portfolio has, *inter alia*, the following key features:

- (a) Each of the Secured Mortgage Loans is secured by a first fixed mortgage or charge over a property in Ireland, or by a subsequent ranking fixed mortgage or charge only to the extent that every prior ranking mortgage or charge on principal security is also held by the relevant Legal Title Holder.
- (b) The legal title in the property being taken as security is "good marketable title" as determined from time to time by the Law Society of Ireland.
- (c) In all cases a valuation is required to be performed by a valuer, being a valuer at the time of such valuation that is listed on the Bank of Ireland's listing of valuers or is otherwise acceptable to Bank of Ireland, except prior to May 2011 for certain equity release advances where an existing acceptable valuation report is held.
- (d) Whilst loans are made in circumstances where the property is under construction (self-builds), such loans are not included in the Mortgage Portfolio.
- (e) Buy-to-let borrowers are not required to effect life assurance.
- (f) Borrowers are generally required to effect and maintain a property insurance policy in an amount sufficient to recover the reinstatement value of the property and the relevant Original Lender is a joint insured or its interest is noted on said policies. The obligations of the borrower may be met if such insurance is effected and maintained by another person with an interest in the relevant property and the relevant Original Lender is a joint insured or its interest is noted on such policy.

Loan to value General

The loan to value ratio is calculated by dividing the loan amount approved at completion of the relevant Mortgage Loan by the valuation of the Property or the contract price of the Property, whichever is the lesser amount.

LTV requirements in respect of Owner Occupier Mortgage Loans:

- (a) From April 1998, the LTV at the date of the initial advance could not exceed:
 - (i) Bank of Ireland Mortgage Loans;
 - a. 90 per cent. where the mortgage loan amount is less than £200,000.
 - b. 80 per cent. for loan amounts between £200,000 and £300,000.

- c. 70 per cent. for mortgage loan amounts exceeding £300,000.
 - d. 70 per cent. for Pension Backed mortgage loans.
- (ii) ICS originated mortgage loans: 92per cent.
- (b) From October 1999, the LTV at the date of the initial advance could not exceed:
- (i) For Bank of Ireland Mortgage Loans:
 - a. 90 per cent. where mortgage loan amount is less than £250,000.
 - b. 80 per cent. for mortgage loan amounts between £250,000 and £350,000.
 - c. 70 per cent. for mortgage loans amounts exceeding £350,000.
 - d. 70 per cent. for Pension Backed mortgage loans.
- (c) From August 2002, the LTV at the date of the initial advance could not exceed:
- (i) For Bank of Ireland Mortgage Loans:
 - a. for borrowers who are first time buyers ("**FTB**"), 92 per cent. where loan amount is €400,000 or less.
 - b. For borrowers moving from one property to another ("**Movers**"), 90 per cent. where loan amount is €400,000 or less.
 - c. For borrowers switching from another mortgage lender ("**Switchers**") and for equity release mortgage loans, 80 per cent. in each case for mortgage loan amounts of less than €550,000.
 - d. 80 per cent. for mortgage loan amounts between €400,000 and €550,000.
 - e. 70 per cent. for mortgage loan amounts exceeding €550,000.
 - (ii) For ICS originated mortgage loans:
 - a. 95 per cent. available for graduates/Interest-Only Mortgages/certain employers.
 - b. For Interest-Only Mortgages, 80 per cent. for mortgage loan amounts of less than €350,000 or 70 per cent. if mortgage loan amount exceeded €350,000.
 - c. Higher LTVs were considered for high net worth/professional borrowers providing that the borrower assigned a level assurance policy (a type of life insurance policy where the sum assured remains the same throughout the term of the policy).
- (d) From August 2004, the LTV at the date of the initial advance could not exceed:
- (i) For Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans:
 - a. For FTB, 92 per cent. where mortgage loan amount is less than €550,000.
 - b. For Movers and equity release, 90 per cent. where mortgage loan amount is less than €550,000.
 - c. For Switchers, 80 per cent. where mortgage loan amount is less than €550,000.

- d. 80 per cent. for mortgage loan amounts between €550,000 and €750,000.
 - e. 70 per cent. for mortgage loan amounts exceeding €750,000.
- (ii) For ICS originated mortgage loans:
- a. 80 per cent. for mortgage loan amounts of less than €550,000
 - b. 70 per cent. for mortgage loan amounts exceeding €550,000
 - c. 100 per cent. for professional FTB with a maximum mortgage loan amount of €400k and borrowers had to be at least 23 years of age.
- (e) From March 2006, the LTV at the date of the initial advance could not exceed:
- (i) For Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans:
- a. For Movers and equity release, 92 per cent. for loan amounts of less than €550,000
 - b. The maximum mortgage loan amount available for 100 per cent. mortgage loan product increased to €550,000.
- (ii) For ICS Mortgage Loans:
- a. 80 per cent. for mortgage loan amounts of less than €750,000.
 - b. 70 per cent. for mortgage loan amounts exceeding €750,000.
- (f) From June 2007, the LTV in respect of Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans at the date of the initial advance could not exceed 90 per cent. for Switchers where mortgage loan amount is less than €550,000.
- (g) From September 2009, the LTV at the date of the initial advance could not exceed:
- (i) For Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans:
- a. for equity release mortgage loans and Switchers (without debt consolidation), 90 per cent.
 - b. for Switchers with home related debt consolidation, 80 per cent.
 - c. 75 per cent. for mortgage loan amounts between €550,000 and €750,000.
 - d. 65 per cent. for mortgage loan amounts exceeding €750,000.
 - e. 92 per cent. for apartments in Dublin/Cork/Limerick/Galway cities and 85per cent. for apartments located elsewhere in Ireland.
- (ii) For ICS originated mortgage loans:
- a. 75 per cent. for loan amounts of less than €750,000.
 - b. 65 per cent. for loan amounts exceeding €750,000.
- (h) From December 2012, the Lending Criteria for the Original Lenders was amalgamated into a single set of Lending Criteria and the LTV at the date of the initial advance could not exceed:
- a. For FTB and Movers, 90per cent. where mortgage loan amount is less than €550,000.

- b. For Switchers with home related debt consolidation, 85per cent.
 - c. For Switchers without debt consolidation, 90per cent.
 - d. 85 per cent. for mortgage loan amounts between €550,000 and €750,000.
 - e. 75 per cent. for mortgage loan amounts exceeding €750,000.
 - f. 90 per cent. for apartments in Dublin/Cork/Limerick/Galway cities.
- (i) From October 2013, the LTV at the date of the initial advance could not exceed:
- a. 80 per cent. for Switchers with home related debt consolidation.
- (j) From May 2015, the LTV at the date of the initial advance could not exceed:
- a. 90 per cent for First Time Buyers, Equity Release and BOI Customer Switchers with no debt consolidation for mortgage loan amounts up to €750,000. A BOI Customer definition is a Bank of Ireland customer where their main bank account is with BOI for the past 12 months that is where earned income is paid into the account and regular outgoings are paid from it.
 - b. 80 per cent for First Time Buyers, Equity Release and BOI Customer Switchers with no debt consolidation for mortgage loan between €750,000 and €1,250,000.
 - c. 80 per cent for First Time Buyers, Equity Release and BOI Customer Switchers with no debt consolidation for mortgage loan amounts greater than €1,250,000 where the property was located in Dublin City and County, Galway, Cork and Limerick Cities.
 - d. 75 per cent for First Time Buyers, Equity Release and BOI Customer Switchers with no debt consolidation for mortgage loan amounts up greater than €1,250,000 where the property was located outside Dublin City and County, Galway, Cork and Limerick Cities.
 - e. 85 per cent for BOI Customer Switchers with home related debt consolidation or Non BOI Customer Switchers with no debt consolidation for mortgage loan amounts up to €750,000.
 - f. 75 per cent for BOI Customer Switchers with home related debt consolidation or Non BOI Customer Switchers with no debt consolidation for mortgage loan amounts greater than €750,000.

LTV requirements in respect of Buy-to-Let Mortgage Loans:

- (a) From 2001 to July 2003, the loan to value ratio ("**LTV**") at the date of the initial advance could not exceed:
- (i) 75 per cent. for Repayment Mortgage Loans; and
 - (ii) 65 per cent. for Interest Only Mortgage Loans.
- (b) From August 2003, the LTV at the date of the initial advance could not exceed:
- (i) Repayment Mortgage Loans;
 - a. 85 per cent. where loan amount is less than €350,000.
 - b. 80 per cent. where loan amount is equal to or more than €350,000.
 - c. 75 per cent. for tax designated properties and holiday homes.

- d. 100 per cent. for Professional Investors only, where there was sufficient equity in another buy-to-let property mortgaged with an Original Lender and provided that the aggregate LTV did not exceed 75 per cent.
- (ii) Interest Only Mortgage Loans;
 - a. 80 per cent. where loan amount is less than €350,000.
 - b. 75 per cent. where loan amount is equal to or more than €350,000.
 - c. 75 per cent. for tax designated properties and holiday homes.
- (c) From January 2005, the LTV at the date of the initial advance could not exceed:
- (i) Repayment Mortgage Loans;
 - a. 80 per cent. for Standard Investors (no amount restrictions).
 - b. For Professional Investors only, 90 per cent. for loan amounts of less than €650,000.
 - c. For Professional Investors only, 85 per cent. for loan amounts is equal to or greater than €650,000.
 - (ii) Interest Only Mortgage Loans;
 - a. For Standard Investors, 70 per cent. (maximum interest-only term of 3 years allowed).
 - b. For Professional Investors, 80 per cent. (maximum interest-only term of 10 years allowed).
 - c. 80 per cent. for Pension Backed Mortgages (no amount restrictions).
- (d) From July 2006, the LTV at the date of the initial advance could not exceed:
- (i) Repayment Mortgage Loans;
 - a. 85 per cent. for Standard Investors who own less than 3 BTL properties.
 - b. 90 per cent. for Standard Investors with more 3 BTL properties mortgaged with the Original Lenders where the aggregate LTV was greater than 80 per cent.
 - c. 90 per cent. for Professional Investors.
 - (ii) Interest Only Mortgage Loans;
 - a. 75 per cent. for Standard Investors who own less than 3 BTL properties (a maximum 3 year interest-only period was allowed).
 - b. 85 per cent. for Standard Investors with 3 or more BTL properties mortgaged with the Original Lenders where the aggregate LTV was greater than 80 per cent. (a maximum 7 year interest only period was allowed).
 - c. 85 per cent. for Professional Investors only (a maximum 7 year interest-only period was allowed).
- (e) From June 2007, the LTV at the date of the initial advance could not exceed:
- (i) Repayment Mortgage Loans;

- a. 85 per cent. for Standard Investors.
 - b. 90 per cent. for Professional Investors.
 - c. 70 per cent. for Professional Personal Income Investors.
- (ii) Interest Only Mortgage Loans;
- a. 75 per cent. for Standard Investors who own less than 3 buy-to-let properties.
 - b. 85 per cent. for Professional Investors.
 - c. 70 per cent. for Professional Personal Income Investors.
- (f) From July 2008, the LTV at the date of the initial advance could not exceed the rates below. ICS also introduced a restriction on Standard Investors whereby the aggregate LTV on buy-to-let properties held by a Standard Investor (the “**Aggregate LTV**”) could not exceed 65 per cent.:
- (i) Repayment Mortgage Loans;
- a. 80 per cent. for Standard Investors.
 - b. 85 per cent. for Professional Investors.
 - c. 70 per cent. for Professional Personal Income Investors.
- (ii) Interest Only Mortgage Loans;
- a. 70 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans for Standard Investors who own less than 3 buy-to-let properties (interest-only period allowable reduced to a maximum of 2 years).
 - b. 75 per cent. for ICS Mortgage Loans.
 - c. 80 per cent. for Professional Investors (interest-only period allowable for Professional Investors reduced to 5 years).
 - d. 70 per cent. for Professional Personal Income Investors.
- (g) From November 2009, the LTV at the date of the initial advance could not exceed the rates set out below. BOIMB also introduced a restriction on Standard Investors whereby the Aggregate LTV could not exceed 65per cent.:
- (i) Repayment Mortgage Loans for Standard Investors;
- a. 80 per cent. for ICS Mortgage Loans.
 - b. 80 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans of less than €550,000.
 - c. 70 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans of between €550,000 and €750,000.
 - d. 65 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans exceeding €750,000.
- (ii) Interest Only Mortgage Loans for Standard Investors;

- a. 70 per cent. for ICS Mortgage Loans.
 - b. 70 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans of less than €550,000.
 - c. 60 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans of between €550,000 and €750,000.
 - d. 55 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans exceeding €750,000.
 - e. The maximum interest-only period amended to 3 years (BOIMB Mortgage Loans and Bank of Ireland Mortgage Loans) or 5 years (ICS Mortgage Loans).
- (iii) For professional Investors, 50%.
- (h) From November 2010, the LTV at the date of the initial advance could not exceed the rates set out below and the Aggregate LTV for Standard Investors was reduced to 60per cent.:
- (i) Repayment Mortgage Loans for Standard Investors;
 - a. 75 per cent. for Mortgage Loans of less than €550,000.
 - b. 65 per cent. for Mortgage Loans between €550,000 and €750,000.
 - c. 60 per cent. for Mortgage Loans exceeding €750,000.
 - d. Maximum LTV restrictions introduced for apartments outside Dublin, Cork, Limerick and Galway: 60 per cent. for ICS Mortgage Loans and 65 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans.
 - (ii) Interest Only Mortgage Loans for Standard Investors;
 - a. 65 per cent. for Mortgage Loans of less than €550,000.
 - b. 55 per cent. for Mortgage Loans between €550,000 and €750,000.
 - c. 50 per cent. for Mortgage Loans exceeding €750,000.
 - d. Maximum LTV restrictions introduced for apartments outside Dublin, Cork, Limerick and Galway: 60 per cent. for ICS Mortgage Loans and 65 per cent. for Bank of Ireland Mortgage Loans and BOIMB Mortgage Loans.
 - e. Maximum interest-only period amended to 5 years.
 - (iii) For Professional Investors, 50%.
- (i) In August 2012, the Aggregate LTV restriction was removed for Standard Investors. For Professional Investors, an Aggregate LTV of 60% was introduced.
- (j) From December 2013, the LTV at the date of the initial advance could not exceed:
- a. 75 per cent. for Standard Investors.
 - b. For apartments outside Dublin, Cork, Limerick and Galway, 50 per cent. for a one bedroom apartment and 65 per cent. for a two bedroom apartment.

- c. Professional Investors: 50 per cent.
- d. If the Aggregate LTV is less than 50 per cent., Standard Investors can avail of a 5 year interest-only period otherwise a maximum of 1 year interest-only period is allowed.
- e. Professional Investors can avail of a maximum interest-only period of 2 years.

(k) In November 2015:

- a. Equity Release mortgage was allowed for Standard Investors who were a BOI business/personal customer. Maximum LTV allowed was 50% of the lower of the purchase price of the property or the current value provided that the property had been purchased in the previous 3 years.
 - b. The maximum interest only period allowed for Standard Investors was up to 5 years where a property was located in Dublin and the aggregate LTV was less than 60% or the property was located outside Dublin and the aggregate LTV was less than 50%. Otherwise a maximum interest only period of one year was allowed up to 75% LTV for Dublin/Non-Dublin properties.
- (l) A Pension Backed Mortgage for buy-to-let properties was introduced for Professional Investors and self-employed borrowers in August 2003. The maximum permitted LTV was 80 per cent. for loan amounts of €350,000 or less or 75 per cent. for loan amounts exceeding €350,000. The maximum interest-only portion of the mortgage loan was restricted to the lower of 50 per cent. of the property value or purchase price and the interest-only portion of the mortgage loan was available at interest-only for the full term of the mortgage. Holiday/seasonally let properties were excluded as security. A pension growth rate of more than 6 per cent. per annum was required (amended to 4 per cent. in July 2008) and the borrower's projected final pension fund had to be twice the amount of the pension backed interest-only portion of the mortgage. The product was withdrawn in 2012.

Term

Please see "*Underwriting Criteria – Term*" above.

Borrowers

- (a) The borrowers must have a minimum age of 18 (with the exception of 100 per cent. mortgages where the minimum age of borrowers must be 23). From 2003 onwards, the borrowers must have a maximum age of 70 at the end of the term of the Mortgage Loan.
- (b) Independently of the number of borrowers who are parties to any one residential loan, the assessment of the loan includes the greater income and status of a maximum of two of the borrowers.
- (c) Borrowers' credit and employment history will have been assessed with the aid of one or more of the following;
 - (i) search supplied by the Irish Credit Bureau;
 - (ii) search supplied by another credit reference agency;
 - (iii) copy of the most recent pay slips and/or the most recent P60 (annual Irish income tax statement given by employers to employees);
 - (iv) certified audited accounts;
 - (v) accountant's certificate in the form supplied by the Original Lender;
 - (vi) existing lender's statements;

(vii) Certificate of Income from current employers; and

(viii) satisfactory track record with the relevant Original Lender, where applicable.

Income

- (a) Income is determined by reference to the application data and supporting documentation.
- (b) Income is verified in a manner according to the Original Lender's procedures.
- (c) Each borrower must disclose all material liabilities, which are assessed by the relevant Original Lender.
- (d) For BTL borrowers, capacity to repay is calculated by reference to repayment cover ratios, details of which are set out above.

Solicitors

The firm of solicitors acting on behalf of the borrowers, on the granting of security over Irish residential property, must have at least one practising solicitor who must hold a current practising certificate issued by the Law Society of Ireland.

Changes to Lending Criteria and Exceptions

The Legal Title Holders have the right to change the Lending Criteria from time to time. The Legal Title Holders also have the right to vary or waive the Lending Criteria from time to time and at any time and may have done so in the case of individual Irish residential loans.

Enforcement Procedures

The Seller has established procedures for managing loans that are in arrears, including early contact with borrowers in order to find a solution, where appropriate, to financial difficulties a borrower may anticipate or be experiencing. These same procedures, as from time to time varied in accordance with industry practice and legal requirements (most recently by the Arrears Code, see further "*Risk Factors - Code of Conduct on Mortgage Arrears and Consumer Protection Code*") will continue to be applied by the Administrator (as defined below) under the terms of the Administration Agreement in respect of arrears arising on the Mortgage Loans to the extent applicable.

Loan Amount

The aggregate maximum exposure amount is €6 million for existing customers. However as at the Cut-Off Date no Mortgage Loan within the Provisional Mortgage Portfolio exceeded €2,372,922.

SALE OF THE MORTGAGE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT

Mortgage Sale Agreement

The following section contains an overview of the material terms of the Mortgage Sale Agreement. The overview does not purport to be complete and is subject to the provisions of the Mortgage Sale Agreement.

Sale of the Mortgage Portfolio

Pursuant to the terms of the Mortgage Sale Agreement, the Seller will sell its beneficial interest in a portfolio of Mortgage Loans and any associated mortgages (the "**Mortgages**"), together with any other Related Security and all moneys derived therefrom from time to time to the Issuer on the Closing Date. The Seller will undertake to transfer, or procure the transfer of, legal title when required under the terms of the Mortgage Sale Agreement, as described under "*Perfection Trigger Events*" below, and will provide certain further assurances to the Issuer and the Trustee.

The sale by the Seller to the Issuer of the Mortgage Loans in the Mortgage Portfolio (as defined below) will be effected by an equitable assignment. The consideration due to the Seller in respect of the Mortgage Portfolio will be the Consideration.

As used in the Prospectus:

"**Mortgage Portfolio**" means the portfolio of Mortgage Loans identified by the Seller by excluding from the Provisional Mortgage Portfolio any Mortgage Loans in the Provisional Mortgage Portfolio which, at any time prior to the Closing Date, are found not to comply with the warranties to be given in respect of the Mortgage Loans as at the Cut-Off Date or the Closing Date (as applicable) as set out in the Mortgage Sale Agreement.

Sale of Mortgage Loans

The "**Consideration**" means the amount payable by the Issuer to the Seller on the Closing Date as consideration for the purchase of the Mortgage Portfolio, being an amount equal to the proceeds of the Notes and the proceeds of advancing the VRR Loan less the aggregate of the amounts required: (i) to meet the costs and expenses incurred by the Issuer in respect of the issuance of the Notes on the Closing Date; (ii) to fund the Senior Reserve Fund up to the Initial Senior Reserve Fund Required Amount; (iii) to fund the General Reserve Fund up to the Initial General Reserve Fund Required Amount; and (iv) to pay the Interest Rate Cap Fees to the Interest Rate Cap Provider.

The "**Current Balance**" for each Mortgage Loan means, at any date, the aggregate balance on the Borrower's account in respect of a Mortgage Loan at such date being (but avoiding double counting):

- (a) the original principal amount advanced to the Borrower; **plus**
- (b) any advance of further moneys to the Borrower thereof prior to the Closing Date on the security of or securable on the relevant Property and any amount added to the principal balance of the relevant Mortgage Loan prior to the Closing Date on the terms of the relevant mortgage deed after the date of completion of such Mortgage Loan which remains outstanding as at such date; **plus**
- (c) all Accrued Interest not yet due and Arrears of Interest which in each case has not been added to the principal amount; **plus**
- (d) all accrued fees and expenses including, without limitation, insurance premiums,

as at the end of the Business Day immediately preceding that given date, **minus** any repayment or payment (including, if permitted, by way of set-off, withholding or counterclaim) of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released.

Multiple advances

Occasionally Mortgage Loans originated by an Original Lender may comprise more than one advance and/or may be secured by first ranking security over more than one Property ("**Multiple Advances**"). In respect of Secured Mortgage Loans, where more than one advance is made to a Borrower either (i) each advance is secured by a first ranking Mortgage over a Property or (ii) the advances are secured over the same Property such that the security for each advance will rank above all security other than the security in favour of the relevant Original Lender. The rights to all such security will be sold by the Seller to the Issuer in respect of any Secured Mortgage Loan comprising part of the Mortgage Portfolio.

Perfection Trigger Events

Under the Mortgage Sale Agreement and the Deed of Charge, the Issuer and the Trustee (the Trustee's right arising following delivery of an Enforcement Notice) will each be entitled to effect such registrations and give (or require the Seller to give at its cost in such manner as the Issuer or the Trustee may reasonably require) such notices as it considers necessary to protect and perfect its interests in the Mortgage Loans, and to require the Seller (for so long as the Whole Legal Title is held by the Legal Title Holders and upon receipt of a direction from the Issuer) to effect or, in the case of the BOIMB Loans, procure a legal assignment or transfer of the Whole Legal Title in the Mortgage Loans and any Related Security in favour of the Issuer (or its nominee(s)) and a legal sub-mortgage over such Mortgage Loans and Related Security in favour of the Trustee, *inter alia*, where:

- (a) such entity is obliged to do so by law, by court order or by a mandatory requirement of any regulatory authority;
- (b) an Enforcement Notice has been given;
- (c) any Insolvency Event has occurred in relation to a Legal Title Holder or any other entity in which legal title to any Mortgage Loan is vested; or
- (d) the Administrator's appointment under the Administration Agreement has been terminated.

Following such legal assignment or transfer and sub-mortgage, the Issuer (with the consent of the Trustee) and the Trustee (following delivery of an Enforcement Notice) will each be entitled to take all necessary steps to protect and perfect legal title to its interests in the Mortgage Loans and Related Security, including the carrying out of any necessary registrations and notifications. .

The Mortgage Sale Agreement and the Administration Agreement contain provisions requiring that, where the Option Holder has elected to exercise the Portfolio Option and subject to the condition that the Administrator is appointed to continue to service the Mortgage Loans following the transfer of the Whole Beneficial Title, the Issuer procures that the Legal Title Holders declare a trust and confirm to the Option Holder that the Whole Legal Title is held on trust for the Trust Beneficiary.

The above rights are supported by irrevocable powers of attorney (including the Seller Security Power of Attorney) given, *inter alia*, by the Issuer and the Seller in favour of the Issuer and the Trustee.

Transfer of legal title

For so long as neither the Issuer nor the Trustee have obtained legal title to the Mortgage Loans, the Seller (for so long as the Seller and/or BOIMB hold the Whole Legal Title) will undertake in the Mortgage Sale Agreement for the benefit of the Issuer and the Trustee that it will, and will procure that BOIMB will, lend its name to, and take such other steps as may reasonably be required by the Issuer or the Trustee in relation to, any legal proceedings in respect of the Mortgage Loans and the Related Security. In carrying out such steps, the Seller will act in a manner consistent with the requirements of the Seller's policies from time to time.

The completion of the legal transfer or conveyance of the Mortgage Loans and Related Security (and, where appropriate, their registration) to the Issuer is, save in the limited circumstances referred to in this section, deferred. Legal title to the Mortgage Loans and Related Security therefore remains with the relevant Legal Title Holder. Notice of the sale of the Mortgage Loans and Related Security to the Issuer will not (except as stated herein) be given to any Borrower.

The title information documents and customer files relating to the Mortgage Portfolio are currently held by or to the order of the Seller. The Seller has undertaken that, until perfection of the assignments contemplated by the Mortgage Sale Agreement, all the title information documents and customer files relating to the Mortgage Portfolio which are at any time in its possession or under its control or held to its order will be held to the order of the Issuer or as the Issuer directs. The Administrator is required by the Administration Agreement to ensure the safe custody of the title deeds relating to the Mortgage Loans and to provide the Issuer and the Trustee with access to them at all reasonable times.

Save as described above, neither the Issuer nor the Trustee will initially effect any registration to perfect the sale of the Mortgage Loans to the Issuer or the granting of security over them by the Issuer in favour of the Trustee, nor will they initially acquire possession of the title deeds to the Properties securing any Mortgage Loans.

Notices of the sale to the Issuer and the granting of the Security in favour of the Trustee will not, save as mentioned above, be given to the Borrowers. Notice of the interest of the Issuer and the Trustee will be given in respect of the Insurance Policies (see "*The Mortgage Portfolio - Insurance Policies*" above) to the relevant insurance provider.

Neither the Trustee nor the Issuer has made or will make or has caused to be made or will cause to be made on its behalf any enquiries, searches or investigations in relation to the Mortgage Portfolio, but each is relying entirely on the representations and warranties to be given by the Seller contained in the Mortgage Sale Agreement.

Warranties and Remedies

The Mortgage Sale Agreement will contain certain representations and warranties (the "**Mortgage Loan Warranties**") given by the Seller to the Issuer and the Trustee in relation to the Mortgage Portfolio transferred or assigned to the Issuer pursuant to the Mortgage Sale Agreement.

No searches, enquiries or independent investigation of title of the type which a prudent purchaser or mortgagee would normally be expected to carry out have been or will be made by the Issuer or the Trustee, each of whom is relying entirely on the representations and warranties set out in the Mortgage Sale Agreement.

Breach of Mortgage Loan Warranty

If:

- (a) any Mortgage Loan Warranty made by the Seller proves to be untrue as at the date it was made to the Issuer; and
- (b) the date (the "**Relevant Breach Date**") on which the Seller was notified of or, if earlier, first became aware of the breach falls within the Loan Warranty Period; and
- (c) the claim is a De Minimis Eligible Claim (if applicable); and
- (d) the Administrator on behalf of the Issuer does not elect to waive (with the consent of the Trustee) such breach of Mortgage Loan Warranty,

where the breach relates to a Mortgage Loan Warranty other than the Security Mortgage Loan Warranty and is capable of remedy, the Seller will be required to use all reasonable endeavours to remedy the breach within 30 Business Days from and including the Relevant Breach Date (the "**Remedy Period**"). Please see "*Remediation of breach of Security Mortgage Loan Warranty*" below for the remediation process applicable in the case of a breach of the Security Mortgage Loan Warranty.

Where such a breach of a Mortgage Loan Warranty is not capable of remedy or, if capable of remedy, has not been remedied within the Remedy Period or the Security Mortgage Loan Remedy Period (as applicable), upon receipt of a further notice from the Issuer, the Seller will be required to either (at its sole option):

- (a) repurchase such Mortgage Loan and any Related Security (and any other Mortgage Loan (i) secured or intended to be secured by the same Related Security or any part of it or (ii) at the Seller's election advanced to the same Borrower) from the Issuer in consideration of the payment by the Seller to the Issuer of the Repurchase Consideration; or
- (b) indemnify the Issuer on demand in respect of any losses that the Issuer suffers as a result of such breach of Mortgage Loan Warranty,

within 30 calendar days of the delivery of such further notice (subject to any minimum notice periods to be given to Borrowers under the Consumer Protection Code in respect of a transfer of such Mortgage Loan, if applicable).

Completion of such repurchase or the granting of such indemnity (whichever the Seller chooses) will be in full satisfaction of the liabilities of the Seller in respect of such breach of Mortgage Loan Warranty.

The consideration payable (the "**Repurchase Consideration**") by the Seller to the Issuer on the repurchase of (i) a Mortgage Loan following a breach of a Mortgage Loan Warranty; or (ii) a Tracker Remediation Mortgage Loan shall be:

- (i) in the case of a Secured Mortgage Loan, payment in cash of an amount equal to the Current Balance of the Secured Mortgage Loan subject to repurchase at the date specified in the Mortgage Loan Repurchase Notice; or
- (ii) in the case of an Unsecured Loan, payment in cash of an amount equal to 5 per cent. of the Current Balance of the Unsecured Loan subject to repurchase at the date specified in the Mortgage Loan Repurchase Notice.

In each case, the Current Balance(s) of the relevant Mortgage Loans will be calculated two Business Days prior to the Repurchase Date.

Please see the section entitled "*Limitations of Liability with respect to a breach of Mortgage Loan Warranty and Tracker Remediation Mortgage Loans*" below for details of the maximum aggregate liability of the Seller in respect of, *inter alia*, a breach of the Mortgage Loan Warranties.

Mortgage Loan Warranties

The representations and warranties of the Seller referred to above include, but are not limited to, statements to the following effect;

- (a) each Secured Mortgage Loan constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms and secures the repayment of all advances, interest, costs and expenses payable by the Borrower (provided, however, that no warranty has provided that the provisions in the Standard Documentation are not unfair within the meaning given to that expression in the UTCC Regulations);
- (b) prior to making the Initial Advance to the Borrower in respect of a Secured Mortgage Loan, the relevant Property was valued by an independent qualified valuer approved by the Original Lender using a methodology which would be acceptable to a Prudent Mortgage Lender and which has been approved by the relevant officers of the Original Lender;
- (c) each Secured Mortgage Loan complied with the Lending Criteria applicable at the time of application by the Borrower for the grant of such Mortgage Loan in all material respects save for any waivers as would be granted by a Prudent Mortgage Lender;
- (d) prior to the making of an Initial Advance to a Borrower in respect of a Secured Mortgage Loan, all investigations, searches and other action and enquiries in respect of the relevant Property which a Prudent Mortgage Lender would normally make when advancing money to an individual on the security of residential property in Ireland were taken by the relevant Original Lender or on its behalf in respect of each Mortgage and a Certificate of Title, or an undertaking from the Borrower's solicitor to provide a Certificate of Title (showing good and marketable

title subject to such exceptions or qualifications, if any, to which a Prudent Mortgage Lender would agree) was received by or on behalf of the relevant Original Lender;

- (e) at the time of the origination of each Secured Mortgage Loan, each Property was insured either (i) under a building insurance policy in the joint names of the Borrower and the relevant Original Lender or with the interest of the relevant Original Lender (as mortgagee) endorsed or otherwise noted thereon, and/or (ii) (in the case of leasehold property) under a landlord's or block building insurance with, where possible, the interests of the relevant Original Lender and the Borrower endorsed thereon, in all cases against risks usually covered when advancing money on the security of residential property of the same nature to an amount not less than the full reinstatement value thereof as determined by the relevant Original Lender's valuer;
- (f) each Secured Mortgage Loan is secured by a valid, subsisting and first ranking legal mortgage (or economically first ranking (being a lower ranking mortgage where all prior ranking mortgages are secured in favour of the same lender)) over the relevant Property situated in Ireland other than (i) cases where registration may be pending at the Land Registry or Registry of Deeds and (in those cases) there is nothing to prevent that registration or recording being effected; or (ii) cases where a solicitors undertaking has been given to the relevant Original Lender to ensure (x) that the relevant Borrower will acquire good marketable title to the relevant Property and (y) that the relevant Mortgage ranks as a first legal mortgage on the relevant Property;
- (g) no arrears greater than 3 months were applicable to any Secured Mortgage Loan as at the Cut-off Date save as described in the tables in section headed "*Statistical Information on the Provisional Mortgage Portfolio*" of the Prospectus;
- (h) in relation to each Secured Mortgage Loan, the final repayment date will not fall beyond three years prior to the Final Maturity Date of the Notes;
- (i) each Mortgage Loan has been made on terms the same in all material respects to the Standard Documentation;
- (j) each Mortgage Loan has been originated in all material respects in accordance with all Applicable Law;
- (k) each Mortgage Loan has been serviced by the Seller (including, where applicable, entering into restructuring arrangements) in all respects in compliance with the terms of the applicable Mortgage Conditions and all Applicable Laws (including, without limitation, the CPC, the Consumer Protection Act 2007, the CBA 1997 and the Arrears Code) (other than immaterial deviations which are not prejudicial to the relevant Borrower) and the Seller has complied with requirements of the UTCC Regulations when servicing the Mortgage Loans (provided, however, that no warranty has provided that the provisions in the Standard Documentation are not unfair within the meaning given to that expression in the UTCC Regulations);
- (l) each Mortgage Loan was originated by the relevant Original Lender as principal in the ordinary course of business;
- (m) each Secured Mortgage Loan comprises all loans made by the relevant Original Lender to any Borrower in respect of which there is common security in favour of the Seller;
- (n) all Mortgage Loans are denominated in euro and are repayable in euro;
- (o) all Mortgage Loans and Related Security are governed by the laws of Ireland;
- (p) save as disclosed in the table entitled "Property Type" in the section of the Prospectus headed "*Statistical Information on the Provisional Mortgage Portfolio*", all Secured Mortgage Loans are secured over residential property located in Ireland;
- (q) all Mortgage Loans are made to a Borrower who is an individual and aged 18 years or older at the date of entering into the relevant Mortgage Loan and any Related Security;

- (r) so far as the Seller is aware no bankruptcy order has been made against any Borrower, which bankruptcy order remains undischarged, and no Borrower (i) has applied under Part 3, Chapter 4 of the Personal Insolvency Act for a Protective Certificate (as defined in the Personal Insolvency Act) (ii) has applied under Part 3, Chapter 4 of the Personal Insolvency Act for a personal insolvency arrangement or (iii) is the subject of a court order under Part 3, Chapter 4 of the Personal Insolvency Act, where, in relation to (i), (ii) or (iii), such Borrower has not also successfully completed his or her personal insolvency arrangement and/or discharged his or her obligations in full under the personal insolvency arrangement, for the purpose of Section 125(4) of the Personal Insolvency Act;
- (s) the particulars of each Secured Mortgage Loan and the Related Security set out in the Mortgage Sale Agreement are true, complete and accurate in all material respects as at the Closing Date;
- (t) as at the Cut-Off Date, (i) the details of the Secured Mortgage Loans as set out in the following fields of the data tape:
 - a. Current Balance
 - b. Interest Rate Type
 - c. Loan Maturity
 - d. Loan Currency
 - e. Property Type
 - f. Current Interest Rate
 - g. Current Arrears
 - h. Lien Type
 - i. Date Last in Arrears
 - j. Date Last Current

and (ii) the details of the Unsecured Loans as set out in the following fields of the data tape:

- a. Current Balance
- b. Loan Currency,

(as applicable) were true and accurate in all material respects;

- (u) no Mortgage Loan sold by the Seller has, as at the Closing Date, a Current Balance of more than €4.5m;
- (v) neither the Seller nor BOIMB has received any notice or claim in writing by any Borrower of any threat to take steps to assert any right of set-off, rescission or counterclaim under or in connection with any of the Secured Mortgage Loans;
- (w) as far as the Seller is aware, other than with respect to their payments obligations and any notices received by the Seller/relevant Original Lender that a Borrower's property insurance or life assurance policy has lapsed, no Borrower is in material breach of any obligation owed in respect of the relevant Secured Mortgage Loan or under its Related Security (in respect of a restructuring only, a breach shall not constitute a material breach where such breach could reasonably be expected to be waived in the normal course of business by a Prudent Mortgage Lender acting reasonably) and accordingly, in relation to obligations other than payment obligations, no steps have been taken by the Seller to enforce the Related Security and the Seller is not aware of any fraud in relation to a Secured Mortgage Loan or its Related Security;

- (x) interest on each Secured Mortgage Loan accrues on a monthly basis and is paid on a periodic basis by the relevant Borrower in accordance with the provisions of the Mortgage Documents;
- (y) in respect of each Secured Mortgage Loan secured on leasehold Property, the relevant leasehold interest had, as at the date when the Secured Mortgage Loan was originated, an unexpired term left to run of not less than 70 years or where the unexpired term was less than 70 years, an undertaking from the Borrower's or relevant Original Lender's solicitor had been received to purchase the underlying freehold to the Property;
- (z) the Seller is the beneficial owner of the Mortgage Loans and is the legal owner of the BOI Loans and BOIMB is the legal owner of the BOIMB Loans, in each case free from Encumbrances and neither the Seller nor BOIMB has received any notice in writing from any Borrower asserting otherwise. Neither the Seller nor BOIMB has made any prior sale, transfer, assignment, sub-participation of or declared a trust over its rights and interest in the Mortgage Loans;
- (aa) in relation to each Secured Mortgage Loan, the Borrower's interest in the Property is registrable in the Land Registry or Registry of Deeds in Ireland and it has been registered or is pending registration or an undertaking from the Borrower's or relevant Original Lender's solicitor to register the Borrower's interest in the Property is held;
- (bb) all of the title deeds relating to each of the Secured Mortgage Loans and their Related Security are held by, or are under the control of the Seller, the Administrator or the relevant Original Lender's or Borrower's solicitors to the order of the Seller;
- (cc) neither the entry by the Seller into the Mortgage Sale Agreement nor any transfer or assignment or creation of trust contemplated by the Mortgage Sale Agreement affects the validity of any of the Secured Mortgage Loans and their Related Security;
- (dd) each of the Seller and BOIMB may freely assign or otherwise transfer its legal and beneficial interests (as applicable) in the Mortgage Loans and any Related Security without breaching any term or conditions applying to any of them;
- (ee) neither the Seller nor BOIMB has waived in writing any of its rights under the Secured Mortgage Loans against any Borrower nor entered into any written arrangements with any Borrower or any other person where that has materially restricted their ability to enforce the terms of any Secured Mortgage Loans, other than those prescribed by Applicable Law;
- (ff) the Seller has kept or procured the keeping of full and proper accounts, books and records showing clearly all material transactions, payments, receipts, proceedings and notices relating to the Mortgage Loans and all such accounts, books and records are up-to-date and in the possession of the Seller or held to its order;
- (gg) neither the Seller nor BOIMB have any obligation to make any further advances or other extensions of credit (including by way of overdraft) to any Borrower pursuant to any of the Secured Mortgage Loans and neither the Seller nor BOIMB have received any written notice from any Borrower asserting otherwise;
- (hh) no fraud has been committed by the Seller or BOIMB in respect of any Mortgage Loan;
- (ii) neither the Seller nor BOIMB has received written notice of any litigation or dispute (subsisting, threatened or pending) against the Seller or a relevant Original Lender in respect of any Secured Mortgage Loan or its Related Security or any Borrower or Property in respect of a Secured Mortgage Loan, which (if adversely determined) might have a material adverse effect on the value of any Secured Mortgage Loan;
- (jj) to the extent that any Mortgage Loan and its Related Security and any guarantee in relation to that Mortgage Loan is subject to the UTCC Regulations no official proceedings have been taken by the Central Bank of Ireland, the CCPC or by any other authorised body as defined in the UTCC Regulations against the Seller or a relevant Original Lender, pursuant to the UTCC Regulations or otherwise which might prevent or restrict the use in such agreement of any material terms or the enforcement of any such term;

- (kk) none of the Mortgage Loans are loans made pursuant to section 3(4) of the Housing (Miscellaneous Provisions) Act, 1992;
- (ll) as at the Cut-Off Date, the Secured Mortgage Loans are either Endowment Mortgages, Variable Rate Mortgage Loans, Fixed Rate Mortgage Loans, Tracker Rate Mortgage Loans, Interest Only Mortgage Loans, Repayment Mortgage Loans, Pension Backed Mortgages Loans, Split Mortgage Loans or Nominal Rate Loans;
- (mm) as at the Cut-Off Date, the Mortgage Portfolio does not contain any Mortgage Loans identified as impacted by the Tracker Mortgage Examination, other than Mortgage Loans identified as impacted by the Tracker Mortgage Examination in respect of which the remediation process has been completed in full;
- (nn) no offers have been made to Borrowers that would entitle the Borrower to a Product Switch which, if accepted, could have a material adverse impact on the value of a Secured Mortgage Loan or a number of Secured Mortgage Loans in aggregate, other than as described in the Prospectus under the heading "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement - Product Switches*";
- (oo) no Mortgage Loan was originated after the entry into force of Directive 2014/17/EU (including by way of further advance);
- (pp) the Seller is not subject to any regulatory censure relating to its failure to service the Mortgage Loans in compliance with the Codes and none of the Seller or a relevant Original Lender has received any threat in writing to take steps to challenge the validity of the Mortgage Loans on the grounds of a material breach of the Codes;
- (qq) the Seller's beneficial interest in the Mortgage Loans and the Related Security is being sold by the Seller in the ordinary course of business; and
- (rr) the relevant Original Lender applied the same sound and well-defined criteria for credit-granting, and the same processes for approving, amending, renewing and refinancing credits, to the Mortgage Loans as that which the relevant Original Lender applies to non-securitised exposures. The relevant Original Lender had/has (as applicable) effective systems in place to apply those criteria and processes in order to ensure that credit granting was/is (as applicable) based on a thorough assessment of the obligor's credit-worthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting his obligations under the credit agreement.

Remediation of breach of Security Mortgage Loan Warranty

If the Administrator identifies any Secured Mortgage Loans in respect of which the Seller may be in breach of Mortgage Loan Warranty (f) (the "**Security Mortgage Loan Warranty**"), it shall promptly notify the Seller and the Seller shall use reasonable endeavours to promptly take all steps to remediate the issue in accordance with its policies and procedures and to the same extent as if the relevant Secured Mortgage Loan(s) had not been sold by the Seller and had instead been retained by it **provided that** the Seller shall have no obligation to ensure that a relevant Property is subject to a valid, subsisting and first ranking legal mortgage where it can demonstrate to the Issuer and the Administrator that:

- (i) the security provided by the relevant Borrower over the relevant Property was never intended to be a first ranking legal mortgage and had been provided to the Seller by the Borrower as part of additional security arrangements in connection with an arrears resolution process and the relevant Secured Mortgage Loan is secured by a valid, subsisting and first ranking legal mortgage over the relevant Property or other Property in favour of the relevant Original Lender which is registered or pending registration in the Land Registry or Registry of Deeds; or
- (ii) the Seller or the Issuer has the benefit of a Certificate of Title or a solicitor's undertaking in respect of the relevant Property and is continuing to rely on such Certificate of Title or undertaking,

(the "**Remediation Obligation**").

If the Seller is subject to the Remediation Obligation and fails to satisfy such Remediation Obligation within 6 months of the date of receipt of the notification of breach of Mortgage Loan Warranty (f) from the Administrator (the "**Security Mortgage Loan Remedy Period**"), the Issuer shall be entitled to bring a claim for a breach of Mortgage Loan Warranty (f) provided that the Issuer may not bring any such claim in the circumstances outlined in (i) or (ii) above.

Tracker Remediation Mortgage Loans

Under the terms of the Mortgage Sale Agreement, where the Seller becomes aware or is notified on or prior to the end of the Loan Warranty Period by the Issuer or the Administrator that any Mortgage Loan has become a Tracker Remediation Mortgage Loan, the Seller will be required to either (at its sole option):

- (a) repurchase such Mortgage Loan and its Related Security (and any other Mortgage Loans (i) secured or intended to be secured by the same Related Security or any part of it or (ii) at the Seller's election, advanced to the same Borrower) within 30 days (subject to any minimum notice periods to be given to Borrowers under the Consumer Protection Code, if applicable) of the day on which the Seller received the relevant notice or on such later date as the Issuer may direct in the relevant notice, in consideration of the payment by the Seller to the Issuer of the Repurchase Consideration; or
- (b) indemnify the Issuer on demand in respect of any losses that the Issuer suffers as a result of such Mortgage Loan becoming a Tracker Remediation Mortgage Loan.

Such repurchase or indemnification (whichever the Seller chooses) will be in full satisfaction of the liabilities of Seller to the Issuer in respect of such Tracker Remediation Mortgage Loan.

The maximum aggregate liability of the Seller in respect of, *inter alia*, Tracker Remediation Mortgage Loans is described in the section "*Limitations of Liability with respect to a breach of Mortgage Loan Warranty and Tracker Remediation Mortgage Loans*" below.

Remediation on exercise of Right of Set Off

If any Right of Set Off is exercised by a Borrower in respect of a Mortgage Loan, the Seller will (unless such Mortgage Loan is repurchased by the Seller) indemnify the Issuer in respect of any losses, costs or expenses suffered or incurred by the Issuer in connection with the exercise of such Right of Set Off, **provided that**

- (i) where the affected Mortgage Loan is a Secured Mortgage Loan, the amount of such indemnity shall not exceed 100 per cent. of the Cut-Off Date Balance in relation to that Secured Mortgage Loan; and
- (ii) where the affected Mortgage Loan is an Unsecured Loan, the amount of such indemnity shall not exceed 5 per cent. of the Cut-Off Date Balance in relation to that Unsecured Loan.

"Right of Set Off" means any right of set off arising from any transaction between the Borrower and the relevant Original Lender (or its agent) other than a right of set off arising under the terms of the Mortgage Loan itself or a right of set off arising by operation of law in respect of the terms of the Mortgage Loan or a right of set off arising from arrangements entered into in connection with the origination of the Mortgage Loan in accordance with the Lending Criteria and the Standard Documentation.

Limitations of Liability with respect to a breach of Mortgage Loan Warranty and claims arising from Tracker Remediation Mortgage Loans or exercise of Right of Set Off

The maximum aggregate liability (including the full amount of any Repurchase Consideration) of the Seller for all claims for breach of Mortgage Loan Warranties (other than Essential Mortgage Loan Warranties, claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off) in respect of Secured Mortgage Loans will not exceed 10 per cent. of 95 per cent. of the Cut-Off Date Balance of the Secured Mortgage Loans (the "**Lower Maximum Aggregate Claim Amount**").

Subject to the Lower Maximum Aggregate Claim Amount, the maximum aggregate liability (including the full amount of any Repurchase Consideration) of the Seller for all claims for breach of the Mortgage Loan Warranties (including Essential Mortgage Loan Warranties), claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off in respect of Secured Mortgage Loans will not exceed 100 per cent. of 95 per cent. of the Cut-Off Date Balance of the Secured Mortgage Loans.

The maximum aggregate liability (including the full amount of any Repurchase Consideration) of the Seller for all claims for breach of the Mortgage Loan Warranties (including Essential Mortgage Loan Warranties), claims in respect of Tracker Remediation Mortgage Loans and claims arising from the exercise of a Right of Set Off in respect of Unsecured Loans will not exceed 5 per cent. of the Cut-Off Date Balance of the Unsecured Loans.

The maximum liability (including the full amount of any Repurchase Consideration) of the Seller under any claim for breach of a Mortgage Loan Warranty or in respect of a Tracker Remediation Mortgage Loan or arising from the exercise of a Right of Set Off in respect of (i) any individual Secured Mortgage Loan will not exceed 100 per cent. of the Cut-Off Date Balance of the Secured Mortgage Loan and (ii) any individual Unsecured Loan will not exceed 5 per cent. of the Cut-Off Date Balance of the Unsecured Loan.

The Seller will not be liable in respect of an individual claim for breach of a Mortgage Loan Warranty (other than an Essential Mortgage Loan Warranty or in respect of a Tracker Remediation Mortgage Loan or arising from exercise of a Right of Set Off) unless the amount of the liability otherwise payable by the Seller under such individual claim would exceed €10,000 (a "**De Minimis Eligible Claim**").

Where a number of claims relating to a breach of Mortgage Loan Warranty or the exercise of a Right of Set Off arise out of the same or similar sets of facts or circumstances, and each such individual claim would not be a De Minimis Eligible Claim, the Issuer will be entitled to aggregate such claims relating to other Mortgage Loans (an "**Aggregated Claim**") in determining the de minimis amount. Where an Aggregated Claim exceeds €200,000, the aggregate claim will be treated as a De Minimis Eligible Claim.

Where the amount agreed or determined in respect of all Mortgage Loan Warranty claims (excluding any Mortgage Loan Warranty claim that does not constitute a De Minimis Eligible Claim) or all Tracker Remediation Mortgage Loan claims or claims arising from the exercise of a Right of Set Off exceeds a relevant minimum threshold, the Seller shall be liable for the aggregate amount of all such Mortgage Loan Warranty claims (and not just the excess above the relevant threshold).

As used in this section and elsewhere in this Prospectus:

"Applicable Laws" mean:

(a) all laws, regulations, codes, decisions or guidance in force under Irish law; including (without limitation), in the context of the Administration Agreement, the following Irish laws:

(i) the Central Bank Acts 1942 – 2018 (as amended);

(ii) the CCA;

(iii) the UTCC Regulations;

(iv) the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004;

(v) the Consumer Protection Code;

(vi) the European Communities (Consumer Credit Agreements) Regulations 2010;

(vii) the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (the **Mortgage Credit Regulations**);

(viii) the Arrears Code;

(ix) the Central Bank's Code of Conduct on Lending to Small and Medium Enterprises 2009 and 2012 (the **SME Code**);

(x) the CPA;

(xi) the Credit Reporting Act 2013;

(xii) the SME Regulations; and

(xiii) the Central Bank of Ireland Code of Practice on the Transfer of Mortgages 1991 (the **Transfer Code**),

(b) including Sanctions, Anti-Corruption Laws and Money Laundering Laws,

in each case together with any other amendments, replacement or additional legislation applicable from time to time.

"Cut-Off Date Balance" means, with respect to any Mortgage Loan, the Current Balance of that Mortgage Loan as at the Cut-Off Date.

"Essential Mortgage Loan Warranties" means the Mortgage Loan Warranties set out in paragraphs (a), (f), (j), (k), (t), (z), (dd) and (mm) of the section entitled "*Mortgage Loan Warranties*" above.

"Insolvency Event" means: in relation to the Principal Paying Agent, the Registrar, the Issuer, the Seller, BOIMB, the Administrator, the Cash Manager, the Deposit Account Bank and the Collection Account Bank (as applicable):

- (a) an order is made or an effective resolution passed for the winding up of the company, (except, in the case of the Issuer, a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by an Extraordinary Resolution of the Most Senior Class of Notes and, in the case of the Seller or BOIMB, a winding-up where the Seller or BOIMB (as applicable) is solvent);
- (b) the company, otherwise than for the purposes of an amalgamation, reconstruction or solvent winding up as is referred to in paragraph (a) above, ceases or through an authorised action of its board of directors, threatens to cease to carry on all or substantially all of its business or is deemed unable to pay its debts within the meaning of Section 509(3) and/or Section 570 of the Companies Act 2014;
- (c) the appointment of an Insolvency Official in relation to the company or in relation to the whole or any part of the undertaking or assets of such company (other than, in respect of the Seller and BOIMB, the appointment of an insolvency official to conduct a winding-up where BOIMB or the Seller (as applicable) is solvent); or
- (d) proceedings shall be initiated against the company under any applicable liquidation, insolvency, bankruptcy, composition, examination, court protection, reorganisation (other than a reorganisation or winding-up where the company is solvent) or other similar laws and such proceedings are not being disputed in good faith with a reasonable prospect of success or an order appointing an examiner shall be granted or the appointment of an examiner takes effect or an examiner or receiver, liquidator, trustee in sequestration or other similar official shall be appointed in relation to the company or in relation to the whole or any substantial part of the undertaking or assets of the company;

"Loan Warranty Period" means in respect of claims (i) arising from a breach of an Essential Mortgage Loan Warranty; or (ii) in respect of a Tracker Remediation Mortgage Loan, or (iii) arising from a breach of a Non-Essential Mortgage Loan Warranty, the period from and including the Closing Date to and including the date that is three years from the Closing Date.

"Non-Essential Mortgage Loan Warranties" means the Mortgage Loan Warranties other than the Essential Mortgage Loan Warranties.

"Tracker Remediation Mortgage Loan" means any Mortgage Loan identified by the Seller or the Central Bank as requiring redress under the Tracker Mortgage Examination.

Product Switches

The Administrator on behalf of the Issuer may agree to a request by a Borrower to amend his Mortgage Loan (or, in the case of a default by a Borrower, may itself elect to amend such Borrower's Mortgage Loan) into a Mortgage Loan with a different type of interest rate (a **"Product Switch"**). For the avoidance of doubt, any other amendment to the terms of a Mortgage Loan will not constitute a Product Switch.

A Product Switch will only be granted by the Administrator if it is required to do so in accordance with the Administrator's policies, Applicable Laws or a contractual entitlement on the part of the Borrower or offers open to acceptance by Borrowers, in each case as at the Closing Date or Cut-Off Date, as applicable.

Any Mortgage Loan which has been subject to a Product Switch will remain in the Mortgage Portfolio. The Seller will be under no obligation to reacquire any Mortgage Loan which is the subject of a Product Switch save in respect of a breach of any Mortgage Loan Warranties as at the Closing Date or the Cut-Off Date, as applicable.

Amendments to the terms of a Mortgage Loan (including, inter alia amendments to the repayment terms of a Mortgage Loan) are permitted where the amendment has been agreed to by the Administrator (in accordance with the terms of the Administration Agreement):

- (a) acting pursuant to any law, regulation or regulatory guidelines of Ireland, or on an instruction of a regulatory authority to which the Administrator is subject including, for the avoidance of doubt, pursuant to the Tracker Mortgage Examination; or
- (b) otherwise acting as a Prudent Mortgage Lender for the purpose of managing a Mortgage Loan in, or facing, arrears or in pre-arrears,

provided that, following the amendment, the relevant Mortgage Loan constitutes a Fixed Rate Mortgage Loan, a Variable Rate Mortgage Loan or any other type of Mortgage Loan offered by Bank of Ireland or BOIMB as applicable, other than a Mortgage Loan which is a flexible repayment loan or current account mortgage loan (each, an **"Eligible Product"**). Any such amendment made to the terms of a Mortgage Loan as set out in (a) and (b) above shall not constitute a Product Switch.

Further Advances

The Administrator will undertake with the Issuer and the Trustee that it will not offer to any Borrower, nor will it agree to any request from any Borrower, for a Further Advance in relation to a Mortgage Loan and any Related Security.

"Further Advance" means, in relation to a Mortgage Loan, any advance of further money to the relevant Borrower following the advance of the initial principal amount by the relevant Original Lender to the relevant Borrower under a Mortgage Loan (the **"Initial Advance"**) which is secured by the same Mortgage as the Initial Advance, but does not include the amount of any retention advanced to the relevant Borrower as part of the Initial Advance after completion of the Mortgage.

Governing Law

The Mortgage Sale Agreement and any non-contractual obligations arising out of or in connection with the Mortgage Sale Agreement will be governed by Irish law.

EARLY REDEMPTION OF THE RATED NOTES PURSUANT TO THE PORTFOLIO OPTION

The Option Holder may exercise the Portfolio Option granted by the Issuer pursuant to the Deed Poll, requiring the Issuer to transfer, or procure the transfer, of the beneficial interest in the Mortgage Portfolio to the Option Holder (or one or more nominees of the Option Holder) **provided that** if and for so long as the Option Holder is the Seller, the Option Holder will not be permitted to exercise the Portfolio Option.

The Issuer is not permitted to dispose of the Mortgage Portfolio in any other circumstances (other than in relation to (i) an enforcement of the Security or (ii) the repurchase of a Mortgage Loan and any Related Security pursuant to the Mortgage Sale Agreement or (iii) if the Issuer is required to or proposes to exercise its right to redeem the Notes in full pursuant to the terms and conditions of the Notes).

Pursuant to and subject to the terms of the Deed Poll, the Issuer will grant to the Option Holder the following rights (collectively, the "**Portfolio Option**"):

- (a) the right to require the Issuer to sell and transfer to the Option Holder (or one or more nominee(s) of the Option Holder) as identified in the Exercise Notice (the "**Beneficial Title Transferee**") the beneficial title to all (but not some only) of the Mortgage Loans and any Related Security comprising the Mortgage Portfolio free of any security interests or encumbrances (the "**Whole Beneficial Title**") in consideration for the Portfolio Option Purchase Price; and
- (b) subject to the condition that the Administrator is appointed to continue to service the Mortgage Loans following the transfer of the Whole Beneficial Title, the right to require the Issuer to procure that the Legal Title Holders declare a trust over the Whole Legal Title in favour of the Option Holder (or one or more nominee(s) of the Option Holder) (the "**Trust Beneficiary**") and confirm to the Trust Beneficiary that the Whole Legal Title is held on trust for the Trust Beneficiary.

The Portfolio Option may be exercised by notice from the Option Holder to the Issuer, with a copy to the Trustee, the Seller, the Administrator, the Cash Manager, the Legal Title Holders, the VRR Lender and each of the Rating Agencies (such notice, an "**Exercise Notice**") **provided that** such Exercise Notice shall be delivered on a Business Day that is not later than 30 calendar days prior to the relevant Portfolio Option Call Date and in any event prior to the delivery of an Enforcement Notice.

The Exercise Notice shall, *inter alia*:

- (a) confirm that the Option Holder wishes to exercise the Portfolio Option for effect on the relevant Portfolio Option Completion Date;
- (b) specify the Portfolio Option Completion Date;
- (c) confirm that the Beneficial Title Transferee shall appoint the Administrator to administer the Portfolio Option Loans with effect from the Portfolio Option Completion Date, that the terms of such appointment have been in principle agreed between the Beneficial Title Transferee and the Administrator and include an undertaking from the Beneficial Title Transferee to so appoint the Administrator with effect from the Portfolio Option Completion Date;
- (d) include confirmation of the Portfolio Option Current Value Purchase Price; and
- (e) request that the Issuer or Cash Manager on its behalf confirms the Portfolio Option Purchase Price.

Conditions to the exercise of the Portfolio Option

It shall be a condition to the exercise of the Portfolio Option that:

- (a) not later than 180 days prior to the Portfolio Option Call Date, the Option Holder, the Administrator and the Seller have agreed to enter into discussions in good faith on the key terms that shall apply in the event that the Option Holder exercises the Portfolio Option, with such key terms to include:
- (i) the terms (including fees) of the Administrator's appointment as administrator on behalf of the Beneficial Title Transferee which shall include a requirement that 9 months' notice of any termination of the replacement administration arrangement be provided to the Administrator;
 - (ii) the contractual arrangements to be entered into between the Administrator, the Seller, the Beneficial Title Transferee and the Trust Beneficiary ;
 - (iii) identification of the potential Beneficial Title Transferee and Trust Beneficiary; and
 - (iv) such other key commercial terms as the Administrator, the Seller and/or the Option Holder may agree; and
- (b) the Option Holder has informed the Seller of the proposed Portfolio Option Current Value Purchase Price in writing not later than 90 calendar days prior to the relevant Portfolio Option Call Date.

The sale of the Whole Beneficial Title pursuant to the Portfolio Option shall also be subject to the following conditions:

- (a) either:
- (i) the Beneficial Title Transferee is a person whose usual place of abode is in Ireland or is a person who can avail of an exemption from withholding tax on interest paid by Borrowers under the Mortgage Loans under Section 246(3)(a) of the TCA, Section 246(3)(bbb) of the TCA or Section 246(3)(cc) of the TCA; or
 - (ii) each of the Issuer, the Legal Title Holders and the Seller, having received tax advice from an appropriately qualified and experienced Irish tax adviser in the form and substance satisfactory to it (acting reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by the Irish tax authorities) ("**Tax Advice**"), is satisfied that the sale of the Whole Beneficial Title will not create or increase any liabilities of the Issuer, the Legal Title Holders or the Seller to Irish tax or any tax imposed by the jurisdiction of the Option Holder and the Beneficial Title Transferee and that any such sale will not result in any materially adverse tax consequences for the Issuer and/or the Issuer's ability to repay the Notes and the VRR Loan in full. The costs relating to such Tax Advice shall be borne by the Option Holder;
- (b) any administrator appointed by the Beneficial Title Transferee has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any licences, approvals, authorisations, consents, permissions and registrations required to be maintained by the Central Bank) required to hold legal title to and/or administer residential mortgage loans (as applicable) such as the Mortgage Loans and the Related Security comprising the Mortgage Portfolio (the "**Relevant Authorisations**"); and
- (c) the Beneficial Title Transferee shall not be permitted to transfer the beneficial interest in any of the Mortgage Loans and the Related Security comprising the Mortgage Portfolio to a further purchaser until the transfer of the Whole Legal Title is perfected or until the Legal Title Holders confirm in writing that they will hold the Whole Legal Title on trust for the Beneficial Title Transferee, unless such transfer of beneficial interest is made to a person whose usual place of abode is in Ireland or who can avail of an exemption from withholding tax on interest paid by Borrowers under the Mortgage Loans under Section 246(3)(a) of the TCA. Section 246(3)(bbb) of the TCA or Section 246(3)(cc) of the TCA.

Portfolio Option Purchase Price

The purchase price for the Portfolio Option Loans pursuant to the Portfolio Option shall be an amount equal to the higher of:

- (a) the Base Portfolio Option Purchase Price; and
- (b) the Portfolio Option Current Value Purchase Price,

plus, in each case, (i) the costs and expenses of the Issuer and of the Seller associated with transferring its interests in the Portfolio Option Loans to the Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Option Holder in respect of costs anticipated to be incurred by the Issuer after the Portfolio Option Completion Date (the "**Portfolio Option Purchase Price**").

The Base Portfolio Option Purchase Price shall be, without double counting, the higher of:

- (a) zero; and
- (b) an amount equal to:
 - (i) the amount required by the Issuer to pay in full all amounts payable under items (a) to (e)(xv) (and *pro rata* payments to the VRR Lender) (inclusive) of the Post-Enforcement Priority of Payments on the immediately following Interest Payment Date,

less
 - (ii) any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer.

The Portfolio Option Current Value Purchase Price shall be determined by the Option Holder calculating such price in consultation with the Cash Manager and the Seller. The Option Holder shall inform the Seller in writing of the proposed Portfolio Option Current Value Purchase Price no later than 90 calendar days prior to the relevant Portfolio Option Call Date. The delivery of such notification to the Seller by the applicable notice period shall be a condition to the exercise of the Portfolio Option and the Option Holder shall not be entitled to exercise the Portfolio Option if such condition has not been satisfied.

In accordance with the Deed Poll, if the Option Holder and the Seller cannot agree on the proposed Portfolio Option Current Value Purchase Price, they may together appoint an independent third party valuer who shall, following consultation with such parties, prepare an alternative Portfolio Option Current Value Purchase Price which shall be binding on the parties. The independent third party valuer shall be an international investment bank of recognised standing.

In connection with the exercise of the Portfolio Option, the Option Holder or the Beneficial Title Transferee (as applicable) will agree with the Issuer either:

- (a) to deposit an amount equal to the Portfolio Option Purchase Price in either an escrow account in the name of the Option Holder or the Beneficial Title Transferee or in any other account as may be agreed between the Issuer and the Option Holder or the Beneficial Title Transferee (as applicable); or
- (b) to provide irrevocable payment instructions for an amount equal to the Portfolio Option Purchase Price for value on the Portfolio Option Completion Date to be transferred to the Deposit Account or such other account as may be agreed between the Issuer and the Option Holder or the Beneficial Title Transferee (as applicable);

provided that such deposit shall be made or irrevocable payment instructions shall be given no later than (x) two Business Days prior to the Portfolio Option Completion Date; or (y) such other date as the Issuer, at its sole discretion, and the Option Holder or (as applicable) the Beneficial Title Transferee may agree **provided further** that the Portfolio Option Purchase Price or irrevocable payment instructions (as applicable) must be received by the Issuer in sufficient time to enable the Issuer to provide notice of redemption to the Noteholders pursuant to Condition 9.3 (*Mandatory Redemption in full on exercise of the Portfolio Option*); and

- (c) to take any other action as may be agreed by the Option Holder or (as applicable) the Beneficial Title Transferee, the Issuer, the Trustee and the Seller in relation to the payment of the Portfolio Option Purchase Price.

Redemption of the Rated Notes, the cancellation of the Class Z Notes and the prepayment of the VRR Loan

On the Portfolio Option Completion Date, the Portfolio Option Purchase Price will be applied as Available Principal Receipts together with additional Available Principal Receipts and Available Revenue Receipts in accordance with the Post-Enforcement Priority of Payments to redeem the Rated Notes in full (and to make corresponding payments to the VRR Lender in accordance with the Post-Enforcement Priority of Payments) and any other Notes and the outstanding VRR Principal Amount will, to the extent of funds available, be redeemed or repaid as the case may be.

As used in this section and elsewhere in this Prospectus:

"Deed Poll" means the deed poll dated on or about the Closing Date, executed by the Issuer, in favour of the Option Holder from time to time.

"Option Holder" means:

- (a) (where the Class Z Notes are represented by Registered Definitive Notes) the holder of Class Z Notes nominated by way of Extraordinary Resolution by the holders of the Class Z Notes or (where the Class Z Notes are represented by a Global Note) the Indirect Participant who is nominated by way of Extraordinary Resolution or Written Resolution by the holders of the Class Z Notes; or
- (b) where no such person is so nominated by way of Extraordinary Resolution or Written Resolution under (a) above, (where the Class Z Notes are represented by Registered Definitive Notes) the holder of Class Z Notes holding greater than 50 per cent. of the Class Z Notes or (where the Class Z Notes are represented by a Global Note) the Indirect Participant which holds the beneficial interest in greater than 50 per cent. of the Class Z Notes (the **"Greater than 50 per cent. Holder"**); or
- (c) where no such person is so nominated by way of Extraordinary Resolution under (a) above or where there is no greater than 50 per cent. holder, the person who holds the greatest aggregate value of Class Z Notes by Principal Amount Outstanding or, as applicable, beneficial interest in the greatest aggregate value of Class Z Notes by Principal Amount Outstanding.

"Portfolio Option Call Date" means :

- (a) the Step-Up Date and each subsequent Interest Payment Date after the Step-Up Date; or
- (b) any Interest Payment Date on which the aggregate Principal Amount Outstanding of the Rated Notes is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on the Closing Date; or
- (c) any Business Day following the occurrence of a Redemption Event,

and in each case being a date prior to the delivery of an Enforcement Notice.

"Portfolio Option Completion Date" means the Interest Payment Date specified in the Exercise Notice on which the purchase by the Beneficial Title Transferee of the Whole Beneficial Title is expected to complete provided that:

- (a) a Portfolio Option Completion Date cannot be earlier than the relevant Portfolio Option Call Date;
- (b) subject to (a) above, where the Exercise Notice directs the Issuer to also procure that the Legal Title Holders declare a trust over the Whole Legal Title in favour of the Trust Beneficiary, a Portfolio Option Completion Date may not occur earlier than the date on which the Administrator is appointed by the Beneficial Title Transferee to service the Mortgage Loans.

"Portfolio Option Loans" means all (but not some) of the Mortgage Loans and any Related Security comprising the Mortgage Portfolio which are the subject of the Portfolio Option.

"Portfolio Option Current Value Purchase Price" means the current value (expressed as a percentage) of the Current Balance of all Portfolio Option Loans as at the end of the Collection Period prior to the Portfolio Option Completion Date as determined in accordance with the Deed Poll.

STATISTICAL INFORMATION ON THE PROVISIONAL MORTGAGE PORTFOLIO

The statistical and other information contained in this section has been compiled by reference to the Provisional Mortgage Portfolio of €354,999,457 as at the Cut-Off Date. The Mortgage Portfolio has been selected from the Provisional Mortgage Portfolio.

A Mortgage Loan will be removed from the Provisional Mortgage Portfolio if, in the period from (and including) the Cut-off Date to (but excluding) the Closing Date, such Mortgage Loan is repaid in full or if, as at the Closing Date, such Mortgage Loan does not or would not comply with the representations and warranties given by the Seller in the Mortgage Sale Agreement on the Closing Date. The Provisional Mortgage Portfolio of €354,999,457 as at the Cut-Off Date was determined on or prior to such date by the Seller in accordance with the procedures as described in "*Selection of the Mortgage Portfolio*" above.

The information contained in this section has not been updated to reflect any decrease in the size of the Mortgage Portfolio from that of the Provisional Mortgage Portfolio and the figures in the following tables have been calculated on the basis of the Mortgage Loans in the Provisional Mortgage Portfolio.

Except as otherwise indicated, these tables have been prepared using the Current Balance as at the Cut-off Date. Columns may not add up to the total due to rounding.

Loan to value ratios are capped at 200 per cent. for the purposes of the calculations in Tables 5, 6 and 7 below.

As of the Cut-off Date, the Provisional Mortgage Portfolio had the following characteristics:

1 OVERVIEW – GENERAL

Summary	All	BTL	PDH
Total Current Balance	354,999,457	99,408,872	255,590,585

Summary (Secured)	All	BTL	PDH
Total Current Balance	348,115,129	92,997,866	255,117,263
Number of Mortgage Loans	3,037	485	2,552
Number of Properties	1,480		
Number of Borrowers	1,190	205	1,037
Average Mortgage Loan Balance	114,625	191,748	99,968
Current Balance % by Top 5 Borrowers	5.16		
Min Loan Balance	228	2,076	228
Max Loan Balance	2,372,922	2,372,922	1,378,769
Weighted Average Original LTV	70.85	73.53	69.88
Weighted Average Current LTV	61.84	67.39	59.81
Weighted Average Indexed LTV	66.81	76.44	63.31
WA Seasoning	14.54	14.50	14.55

WA Remaining Term	15.25	14.29	15.60
WA Coupon	1.68	1.98	1.57
Variable Rate	24.97	73.00	7.46
Fixed Interest Rate	11.39	1.46	15.01
ECB Tracker Rate	63.63	25.50	77.53
Interest Only	35.74	10.69	44.88
Repayment	45.35	51.27	43.19
Part & Part	18.91	38.05	11.93
BTL	26.71	100.00	0.00
PDH	73.29	0.00	100.00
Defaulted (3M+ Arrears)	1.81	1.25	2.01
MIA>=1	5.37	9.89	3.73

Summary (Unsecured)	All	BTL	PDH
Total Current Balance	6,884,328	6,411,006	473,322
Number of Mortgage Loans	41	39	2
Number of Borrowers	27	25	2
Average Mortgage Loan Balance	167,910	164,385	236,661
Min Loan Balance	1,931	1,931	125,330
Max Loan Balance	771,533	771,533	347,993

2 LOAN PURPOSE

The following table shows the distribution of Mortgage Loans by their most recently advised purpose.

Loan Purpose	Current Balance	% Current Balance	Number of Loans	% Number of Loans
PDH	255,117,263	73.3	2,552	84.0
BTL	92,997,866	26.7	485	16.0
Totals:	348,115,129	100.0	3,037	100.0

3 ORIGINAL BALANCES OF MORTGAGE LOANS

The following table shows the distribution of Mortgage Loans by their Original Balances.

Original Balance	Current Balance	% Current Balance	Number of Loans	% Number of Loans
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<= 150,000	82,358,777	23.7	1,572	51.8
150,001 to 250,000	80,595,050	23.2	692	22.8
250,001 to 350,000	59,726,176	17.2	397	13.1
350,001 to 500,000	43,568,219	12.5	211	6.9
500,001 to 1,000,000	41,907,396	12.0	123	4.1
1,000,001 to 1,500,000	22,531,590	6.5	28	0.9
1,500,001 to 3,000,000	13,852,161	4.0	12	0.4
3,000,001 >=	3,575,760	1.0	2	0.1
Totals:	348,115,129	100.0	3,037	100.0
Minimum	1,222			
Maximum	4,500,000			
Average	200,373			

4 CURRENT BALANCES OF MORTGAGE LOANS

The following table shows the distribution of Mortgage Loans by their Current Balances as determined in respect of each Mortgage Loan as at the Cut-Off Date.

Current Balance	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 150,000	146,295,022	42.0	2,342	77.1
150,001 to 250,000	84,043,879	24.1	439	14.5
250,001 to 350,000	40,696,774	11.7	140	4.6
350,001 to 500,000	24,929,919	7.2	61	2.0
500,001 to 1,000,000	24,659,364	7.1	35	1.2
1,000,001 to 1,500,000	19,450,259	5.6	16	0.5
1,500,001 to 3,000,000	8,039,911	2.3	4	0.1
Totals:	348,115,129	100.0	3,037	100.0
Minimum	228			
Maximum	2,372,922			
Average	114,625			

5 PROPERTY ORIGINAL VALUATION

The following table shows the range of valuations of the Properties in the Provisional Mortgage Portfolio as at the date of origination of the relevant Mortgage Loan or the date of last restructure of the relevant Mortgage Loan, where for example the security was taken as part of a forbearance or restructuring agreement. Where such valuations at origination or restructure are not available, the Bank obtains valuation reports subsequently. The valuations used for the purposes of the table are valuations made by an independent valuer; drive-by valuations; or desktop valuations.

Original Valuation	Current Balance	% Current Balance	Original Valuation	% Original Valuation	Index Valuation	% Index Valuation	Number of Properties	% Number of Loans
<= 200,000	19,096,606	5.5	31,806,611	4.7	39,400,790	6.0	197	13.3
200,001 to 300,000	56,554,703	16.2	95,885,881	14.1	100,765,242	15.3	374	25.3
300,001 to 400,000	72,262,872	20.8	125,383,412	18.4	120,553,211	18.3	356	24.1
400,001 to 500,000	45,740,655	13.1	83,666,885	12.3	79,255,237	12.0	184	12.4
500,001 to 750,000	60,530,545	17.4	119,491,197	17.5	113,923,459	17.3	194	13.1
750,001 to 1,500,000	58,395,166	16.8	133,632,500	19.6	125,094,712	19.0	134	9.1
1,500,001 to 2,500,000	28,383,642	8.2	66,005,000	9.7	58,076,193	8.8	34	2.3

2,500,001	7,150,940	2.1	25,100,000	3.7	22,910,053	3.5	7	0.5
>=								
Totals:	348,115,129	100.0	680,971,487	100.0	659,978,897	100.0	1,480	100.0
Minimum	57,138							
Maximum	5,500,000							
Average	460,116							

6 MORTGAGE LOAN-TO-VALUE RATIOS AS AT THE ORIGINATION DATE (ORIGINATION LOAN TO VALUE)

The following table shows the range of LTV ratios, which express the aggregate Original Balances of the Mortgage Loans in the Provisional Mortgage Portfolio as at the date drawdown of the Mortgage Loan divided by the valuation of the relevant Property collateral as at that time.

OLTV	Current Balance	% Current Balance	Number of Loans	% Number of Loans
ND	186,543	0.1	5	0.2
<= 20.00	6,501,349	1.9	147	4.8
20.01 to 40.00	26,048,614	7.5	489	16.1
40.01 to 60.00	58,062,704	16.7	608	20.0
60.01 to 70.00	53,171,281	15.3	408	13.4
70.01 to 80.00	72,978,704	21.0	497	16.4
80.01 to 90.00	76,831,516	22.1	514	16.9
90.01 to 100.00	54,334,419	15.6	369	12.2
Totals:	348,115,129	100.0	3,037	100.0
Minimum	0.00			
Maximum	100.00			
Weighted Average	70.85			

7 CURRENT LTV (INDEXED)

The following table shows the range of LTV ratios, which express the aggregate Current Balances of the Mortgage Loans in the Provisional Mortgage Portfolio as at the Cut-Off Date (excluding accrued interest and fees) *divided by* the indexed latest available valuation of the relevant Property collateral as at the same date (in relation to latest available valuation see Table 4 (*Property Original Valuation*) above).

Indexed LTV	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 20.00	9,581,323	2.8	210	6.9
20.01 to 40.00	43,676,870	12.5	612	20.2
40.01 to 60.00	91,855,285	26.4	872	28.7
60.01 to 70.00	51,048,872	14.7	384	12.6
70.01 to 80.00	50,365,325	14.5	350	11.5
80.01 to 90.00	42,520,208	12.2	317	10.4
90.01 to 100.00	29,166,118	8.4	153	5.0
100.01 to 110.00	14,985,722	4.3	78	2.6
110.01 >=	14,915,406	4.3	61	2.0
Totals:	348,115,129	100.0	3,037	100.0
Minimum	1.17			
Maximum	188.08			
Weighted Average	66.81			

* Indexed using the CSO residential property price index based on monthly data as at December 2018

8 CURRENT LTV

The following table shows the range of LTV ratios, which express the aggregate Current Balances of the Mortgage Loans in the Provisional Mortgage Portfolio as at the Cut-Off Date (excluding accrued interest and fees) as it relates to specific items of Property collateral, divided by the current (or indexed) valuation of the relevant Property collateral.

Indexed LTV	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 20.00	8,140,141	2.3	180	5.9
20.01 to 40.00	46,340,694	13.3	547	18.0
40.01 to 60.00	103,802,200	29.8	974	32.1
60.01 to 70.00	67,613,847	19.4	494	16.3
70.01 to 80.00	63,158,304	18.1	432	14.2
80.01 to 90.00	33,439,377	9.6	234	7.7
90.01 to 100.00	15,458,060	4.4	95	3.1
100.01 >=	10,162,507	2.9	81	2.7
Totals:	348,115,129	100.0	3,037	100.0
Minimum	0.97	2.3	180	5.9
Maximum	291.84			
Weighted Average	61.84			

9 REPAYMENT METHOD

The following table shows the repayment terms for the Mortgage Loans in the Provisional Mortgage Portfolio as at the Cut-Off Date. For a description of the various repayment terms the Seller offers, see "*The Mortgage Loans — Characteristics of the Mortgage Loans — Repayment Terms*".

Repayment Method	Current Balance	% Current Balance	Number of Loans	% Number of Loans
REP	157,869,447	45.3	1,674	55.1
IO	124,422,657	35.7	1,071	35.3
P&P	65,823,025	18.9	292	9.6
Totals:	348,115,129	100.0	3,037	100.0

10 GEOGRAPHICAL DISTRIBUTION OF PROPERTIES

The following table shows the distribution of Properties securing the Mortgage Loans in the Provisional Mortgage Portfolio throughout Ireland as at the Cut-Off Date. No such properties are situated outside Ireland.

Region	Current Balance	% Current Balance	Original Valuation	% Original Valuation	Index Valuation	% Index Valuation	Number of Properties	% Number of Loans
Dublin	145,646,435	41.8	277,384,316	40.7	263,139,122	39.9	424	28.6
Cork	30,325,096	8.7	59,845,632	8.8	58,859,460	8.9	135	9.1
Galway	26,170,960	7.5	58,706,339	8.6	57,396,314	8.7	128	8.6
Meath	18,996,051	5.5	35,246,158	5.2	32,990,391	5.0	81	5.5
Limerick	18,979,310	5.5	32,791,855	4.8	31,820,186	4.8	99	6.7
Kildare	13,449,857	3.9	29,667,904	4.4	29,754,139	4.5	54	3.6
Wicklow	10,056,685	2.9	20,015,000	2.9	19,766,385	3.0	40	2.7
Wexford	9,027,522	2.6	19,616,527	2.9	19,461,446	2.9	57	3.9
Louth	7,153,817	2.1	14,268,000	2.1	13,376,327	2.0	32	2.2

Clare	6,927,723	2.0	12,817,466	1.9	12,958,229	2.0	39	2.6
Waterford	6,489,237	1.9	14,026,150	2.1	14,610,133	2.2	38	2.6
Kerry	6,207,374	1.8	11,779,211	1.7	11,431,621	1.7	35	2.4
Tipperary	6,126,928	1.8	12,448,480	1.8	12,279,999	1.9	41	2.8
Laois	5,599,640	1.6	9,438,224	1.4	9,256,521	1.4	34	2.3
Westmeath	4,948,884	1.4	12,344,108	1.8	11,410,835	1.7	33	2.2
Mayo	4,729,787	1.4	9,310,711	1.4	9,697,665	1.5	37	2.5
Offaly	4,602,086	1.3	9,590,076	1.4	9,801,585	1.5	30	2.0
Kilkenny	3,974,849	1.1	8,393,922	1.2	8,645,330	1.3	22	1.5
Donegal	3,828,677	1.1	7,270,728	1.1	6,769,855	1.0	26	1.8
Sligo	3,167,440	0.9	5,295,000	0.8	5,085,840	0.8	16	1.1
Cavan	2,769,572	0.8	4,027,547	0.6	4,432,652	0.7	13	0.9
Roscommon	2,350,550	0.7	4,714,171	0.7	4,729,256	0.7	21	1.4
Longford	2,348,478	0.7	4,777,961	0.7	4,992,667	0.8	20	1.4
Leitrim	2,028,269	0.6	3,841,000	0.6	3,826,080	0.6	12	0.8
Carlow	1,887,666	0.5	2,790,000	0.4	2,879,268	0.4	11	0.7
Monaghan	322,237	0.1	565,000	0.1	607,591	0.1	2	0.1
Totals	348,115,129	100.0	680,971,487	100.0	659,978,897	100.0	1,480	100.0

11 INTEREST RATE TYPE

The following table shows the distribution of Interest Rate Type of the Mortgage Loans in the Provisional Mortgage Portfolio as at the Cut-Off Date.

Interest Rate Type	Current Balance	% Current Balance	Number of Loans	% Number of Loans
ECB Tracker	221,500,336	63.6	1,983	65.3
Variable Rate	86,927,833	25.0	640	21.1
Fixed Rate	39,686,960	11.4	414	13.6
Totals:	348,115,129	100.0	3,037	100.0

12 SEASONING OF MORTGAGE LOANS

The following table shows the number of years since the date of origination of the Initial Advance in respect of a Mortgage Loan in the Provisional Mortgage Portfolio as at the Cut-Off Date.

Seasoning (years)	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 11.00	3,609,882	1.0	32	1.1
11.01 to 12.00	10,000,796	2.9	116	3.8
12.01 to 13.00	38,766,425	11.1	332	10.9
13.01 to 14.00	84,754,737	24.3	573	18.9
14.01 to 15.00	99,702,905	28.6	783	25.8
15.01 to 16.00	57,812,045	16.6	468	15.4
16.01 >=	53,468,340	15.4	733	24.1
Totals:	348,115,129	100.0	3,037	100.0
Min Seasoning (years)	6			
Max Seasoning (years)	27			
WA Seasoning (years)	15			

13 YEARS TO MATURITY

The following table shows the number of years until the maturity of the Mortgage Loans in the Provisional Mortgage Portfolio.

Remaining Term (years)	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 5.00	17,918,906	5.1	263	8.7
5.01 to 8.00	26,346,200	7.6	317	10.4
8.01 to 11.00	54,986,781	15.8	453	14.9
11.01 to 14.00	65,502,383	18.8	449	14.8
14.01 to 18.00	60,321,640	17.3	543	17.9
18.01 to 22.00	61,757,458	17.7	494	16.3
22.01 >=	61,281,761	17.6	518	17.1
Totals:	348,115,129	100.0	3,037	100.0
Min Years to Maturity	0			
Max Years to Maturity	32			
WA Years to Maturity	15			

14 CURRENT INTEREST RATE

The following tables show the interest rates in respect of the Mortgage Loans in the Provisional Mortgage Portfolio.

Interest Rate	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 1.00	100,479,321	28.9	655	21.6
1.01 to 2.00	156,510,874	45.0	1,425	46.9
2.01 to 3.00	60,481,327	17.4	518	17.1
3.01 to 4.00	10,736,736	3.1	127	4.2
4.01 to 5.00	17,486,197	5.0	284	9.4
5.01 to 6.00	2,347,478	0.7	26	0.9
6.01 >=	73,197	0.0	2	0.1
Totals:	348,115,129	100.0	3,037	100.0
Minimum Current Interest Rate	0.01			
Maximum Current Interest Rate	6.12			
Weighted Average Current Interest Rate	1.68			

15 ARREARS STATUS

The following table shows the arrears status in respect of the Mortgage Loans in the Provisional Mortgage Portfolio.

The Mortgage Loans were originated as prime loans and many have been subsequently restructured to restore sustainable repayment performance. Therefore the historical arrears profile has been higher than is represented at the Cut-Off Date.

Months in Arrears	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 0.000	329,415,771	94.6	2,937	96.7
0.001 to 1.000	8,806,494	2.5	42	1.4
1.001 to 2.000	3,607,886	1.0	20	0.7
2.001 to 3.000	1,587,890	0.5	12	0.4
3.001 to 6.000	3,474,614	1.0	19	0.6
6.001 to 12.000	1,222,475	0.4	7	0.2
Totals:	348,115,129	100.0	3,037	100.0

16 PROPERTY TYPE

The following table shows information in relation to the type of Properties securing the Mortgage Loans in the Provisional Mortgage Portfolio as at the Cut-Off Date.

Property Type	Current Balance	% Current Balance	Original Valuation	% Original Valuation	Index Valuation	% Index Valuation	Number of Properties	% Number of Loans
House Detached	125,702,734	36.1	280,706,900	41.2	272,359,994	41.3	494	33.4
House Terraced	73,850,388	21.2	132,946,267	19.5	123,744,283	18.7	249	16.8
House Semi Detached	69,446,586	19.9	123,329,994	18.1	124,949,490	18.9	342	23.1
Apartment	47,904,843	13.8	76,490,676	11.2	71,038,117	10.8	220	14.9
Bungalow Detached	25,403,477	7.3	52,257,343	7.7	52,437,994	7.9	136	9.2
Information not available	3,666,511	1.1	10,414,500	1.5	10,821,521	1.6	25	1.7
Cottage	717,897	0.2	1,364,592	0.2	1,468,764	0.2	6	0.4
Bungalow Semi Detached	401,092	0.1	1,550,000	0.2	1,309,439	0.2	2	0.1
Land	396,342	0.1	650,000	0.1	566,041	0.1	2	0.1
Townhouse	383,776	0.1	448,715	0.1	612,473	0.1	2	0.1
Commercial	141,606	0.0	700,000	0.1	554,579	0.1	1	0.1
Mixed	99,876	0.0	112,500	0.0	116,203	0.0	1	0.1
Totals:	348,115,129	100.0	680,971,487	100.0	659,978,897	100.0	1,480	100.0

17 LATEST RESTRUCTURE YEAR

The following table shows the latest year in which a restructuring action has been taken in respect of the Mortgage Loans in the Provisional Mortgage Portfolio as of the Cut-Off Date. The figures in this table have been calculated on the basis of the Mortgage Loans in the Provisional Mortgage Portfolio.

Year of Latest Restructuring	Current Balance	% Current Balance	Number of Loans	% Number of Loans
Not restructured	7,315,937	2.1	84	2.8
2007	407,437	0.1	6	0.2
2009	72,842	0.0	3	0.1
2010	91,726	0.0	5	0.2
2011	1,411,889	0.4	14	0.5
2012	4,698,112	1.3	50	1.6
2013	39,266,847	11.3	490	16.1
2014	51,330,556	14.7	600	19.8
2015	78,196,355	22.5	731	24.1
2016	72,512,075	20.8	495	16.3
2017	26,520,594	7.6	197	6.5
2018	20,428,940	5.9	134	4.4
2019	12,185,730	3.5	84	2.8
2020	17,555,900	5.0	87	2.9
2021	16,120,190	4.6	57	1.9
Totals:	348,115,129	100.0	3,037	100.0

18 INDEXED PROPERTY VALUE

The following table shows the range of indexed valuations of the Properties in the Provisional Mortgage Portfolio as at the Cut-Off Date.

Index Valuation	Current Balance	% Current Balance	Original Valuation	% Original Valuation	Index Valuation	% Index Valuation	Number of Properties	% Number of Loans
<= 200,000	15,017,359	4.3	25,921,579	3.8	25,818,221	3.9	152	10.3
200,001 to 300,000	69,317,901	19.9	114,355,683	16.8	109,595,073	16.6	434	29.3
300,001 to 400,000	71,519,876	20.5	122,776,879	18.0	119,054,833	18.0	345	23.3
400,001 to 500,000	42,786,292	12.3	83,386,529	12.2	83,131,908	12.6	187	12.6
500,001 to 750,000	62,695,706	18.0	124,752,360	18.3	121,283,278	18.4	200	13.5
750,001 to 1,500,000	60,991,050	17.5	135,423,456	19.9	131,194,127	19.9	130	8.8
1,500,001 to 2,500,000	15,633,880	4.5	42,675,000	6.3	38,847,893	5.9	22	1.5
2,500,001 >=	10,153,067	2.9	31,680,000	4.7	31,053,564	4.7	10	0.7
Totals:	348,115,129	100.0	680,971,487	100.0	659,978,897	100.0	1,480	100.0
Minimum	83,197							
Maximum	5,687,075							
Average	445,932							

19 PAY RATE (SIX MONTH AVERAGE PAY RATE)

The following table shows the Six Month Average Pay Rate in respect of the Mortgage Loans in the Provisional Mortgage Portfolio as of the Cut-Off Date. The figures in this table have been calculated on the basis of the Mortgage Loans in the Provisional Mortgage Portfolio.

Pay Rate (Six Month Average Pay Rate)	Current Balance	% Current Balance	Number of Loans	% Number of Loans
<= 0.75	19,495,558	5.6	90	3.0
0.76 to 0.99	12,423,474	3.6	118	3.9
1.00 to 1.01	278,969,476	80.1	2,506	82.5
1.02 to 1.25	25,265,717	7.3	203	6.7
1.26 to 2.00	11,960,904	3.4	120	4.0
Totals:	348,115,129	100.0	3,037	100.0

20 APPLIED TREATMENT

The following table shows the Applied Treatment in respect of the Mortgage Loans in the Provisional Mortgage Portfolio as of the Cut-Off Date. Applied Treatment refers to the type of repayment structure that is currently applicable across each of the Mortgage Loans on an aggregate basis.

Applied Treatment	Current Balance	% Current Balance	Number of Loans	% Number of Loans
Repayment	157,869,447	45.3	1,674	55.1
Interest Only For Term	123,348,237	35.4	1,066	35.1
Reduced Payment	38,563,670	11.1	116	3.8
Interest Only + Fixed Payment	15,144,044	4.4	104	3.4
Interest Only Combo	12,111,473	3.5	72	2.4
Interest Only Pension Backed	901,274	0.3	3	0.1
Endowment	176,984	0.1	2	0.1
Totals:	348,115,129	100.0	3,037	100.0

21 YEAR LAST IN ARREARS

The following table shows the year of last arrears that applied in respect of the Mortgage Loans in the Provisional Mortgage Portfolio as of the Cut-Off Date. If a Mortgage Loan has not been in arrears since 2010, it is included as "No arrears" for the Year Last in Arrears

Year Last in Arrears	Current Balance	% Current Balance	Number of Loans	% Number of Loans
No arrears	107,588,791	30.9	1,009	33.2
2010	256,282	0.1	4	0.1
2011	464,944	0.1	7	0.2
2012	2,277,014	0.7	36	1.2
2013	14,054,102	4.0	161	5.3
2014	29,621,802	8.5	297	9.8
2015	29,119,468	8.4	319	10.5
2016	34,256,423	9.8	285	9.4
2017	21,005,923	6.0	163	5.4
2018	17,913,129	5.1	160	5.3
2019	18,547,777	5.3	144	4.7
2020	43,881,796	12.6	279	9.2
2021	29,127,678	8.4	173	5.7
Totals:	348,115,129	100.0	3,037	100.0

22 YEAR LAST CURRENT

The following table shows the latest year in which the Mortgage Loans were not in arrears. If a Mortgage Loan is in arrears, the table shows the year in which it was last in arrears for less than one month. If a Mortgage Loan is not in arrears, it shows under the year 2021.

Year Last Current	Current Balance	% Current Balance	Number of Loans	% Number of Loans
2017	135,135	0.0	2	0.1
2018	943,612	0.3	6	0.2
2019	2,078,031	0.6	12	0.4
2020	12,065,726	3.5	65	2.1
2021	332,892,625	95.6	2,952	97.2
Totals:	348,115,129	100.0	3,037	100.0

23 PAYMENT BREAK

The following table shows if a Covid-19 Payment Break was applied to the Mortgage Loan.

Payment Break	Current Balance	% Current Balance	Number of Loans	% Number of Loans
No	244,874,693	70.3	2,399	79.0
Yes	103,240,436	29.7	638	21.0
Totals:	348,115,129	100.0	3,037	100.0

24 COVID PAYMENT BREAK START MONTH

The following table shows where applicable, the first month where no payment was required due to the application of a Covid-19 Payment Break.

Covid PB Start Month	Current Balance	% Current Balance	Number of Loans	% Number of Loans
No PB	244,874,693	70.3	2,399	79.0
2020-02	79,083	0.0	1	0.0
2020-03	19,522,516	5.6	121	4.0
2020-04	62,138,482	17.8	380	12.5
2020-05	14,995,228	4.3	99	3.3
2020-06	2,520,546	0.7	17	0.6
2020-07	2,441,668	0.7	13	0.4
2020-08	1,119,219	0.3	5	0.2
2020-10	56,174	0.0	1	0.0
2020-11	367,519	0.1	1	0.0
Totals:	348,115,129	100.0	3,037	100.0

25 **COVID PAYMENT BREAK END MONTH**

The following table shows, where applicable, the month in which the Covid-19 Payment Break concluded.

Covid PB End Month	Current Balance	% Current Balance	Number of Loans	% Number of Loans
No PB	244,874,693	70.3	2,399	79.0
2020-06	5,658,715	1.6	43	1.4
2020-07	23,310,929	6.7	159	5.2
2020-08	8,611,512	2.5	56	1.8
2020-09	15,531,790	4.5	88	2.9
2020-10	39,295,608	11.3	224	7.4
2020-11	7,117,048	2.0	47	1.5
2020-12	852,558	0.2	7	0.2
2021-01	2,029,788	0.6	11	0.4
2021-02	832,489	0.2	3	0.1
Totals	348,115,129	100.0	3,037	100.0

THE ADMINISTRATOR AND THE ADMINISTRATION AGREEMENT

Introduction

Bank of Ireland is the current administrator of the BOIMB Loans pursuant to a Master Services Agreement dated 1 January 2012 (as amended from time to time) and entered into between Bank of Ireland and BOIMB.

On the Closing Date, Bank of Ireland (in such capacity, the "**Administrator**") will be appointed by the Issuer under the Administration Agreement as its agent to administer the Mortgage Loans and Related Security.

The Administrator will undertake to comply with any proper directions and instructions that the Issuer and (following the delivery of an Enforcement Notice) the Trustee may from time to time give to it in accordance with the provisions of the Administration Agreement. The Administrator will be required to administer the Mortgage Loans and any Related Security in the following manner:

- (a) in accordance with the Administration Agreement; and
- (b) as if the Mortgage Loans had not been sold to the Issuer but remained with the Seller and in accordance with the Seller's procedures and administration and enforcement policies as they apply to the Mortgage Loans from time to time.

BOIMB agrees that, pursuant to a mortgage sale agreement entered into between BOIMB and Bank of Ireland dated on or about the date of this Prospectus, the BOIMB Loans will, as and from the date of such mortgage sale agreement, be administered on the terms of and in accordance with the Administration Agreement.

The Administrator's actions in administration of the Mortgage Loans in accordance with its procedures and the Administration Agreement will be binding on the Issuer.

The Administrator may, in some circumstances, delegate or subcontract some or all of its responsibilities and obligations under the Administration Agreement. However, the Administrator will remain liable at all times for the administration of the Mortgage Loans and for the acts or omissions of any delegate or subcontractor.

The Trustee will not be obliged or required to undertake any activity that would put it in breach of the CBA 1997.

Replacement Administrator Facilitator

The Issuer will appoint the Replacement Administrator Facilitator in accordance with the Administration Agreement. If the Administrator's appointment is terminated, the Replacement Administrator Facilitator will use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable substitute Administrator in accordance with the Administration Agreement and will consult with the Class Z Noteholder in this respect.

Powers

Subject to the guidelines for administration set forth above, the Administrator will have the power, *inter alia*:

- (a) to exercise the rights, powers and discretions of the Issuer in relation to the Mortgage Loans and Related Security and to perform its duties in relation to the Mortgage Loans and Related Security; and
- (b) to do or cause to be done any and all other things which it reasonably considers necessary or convenient or incidental to the administration of the Mortgage Loans and Related Security or the exercise of such rights, powers and discretions.

Undertakings by the Administrator

The Administrator will undertake, in relation to the Mortgage Loans and Related Security, among other things, that it will:

- (a) administer the relevant Mortgage Loans and Related Security as if the same had not been sold to the Issuer but had remained on the books of the Seller and in accordance with the Seller's procedures and administration and enforcement policies as they apply to the Mortgage Loans from time to time;
- (b) provide the services to be undertaken by it under the Administration Agreement in such manner and with the same level of skill, care and diligence as would a Prudent Mortgage Lender;
- (c) prepare and publish each SR Investor Report each SR Data Tape as required by and in accordance with (i) Article 7(1)(a) and Article 7(1)(e) of the EU Securitisation Regulation and (ii) Article 7(1)(a) and Article 7(1)(e) of the UK Securitisation Regulation;
- (d) comply with any proper directions, orders and instructions which the Issuer and (following the delivery of an Enforcement Notice) the Trustee may from time to time give to it in accordance with the provisions of the Administration Agreement;
- (e) maintain all approvals, authorisations, permissions, consents and licenses required for itself in connection with the performance of its duties under the Administration Agreement, and prepare and submit on a timely basis all necessary applications and requests for any further approvals, authorisations, permissions, consents and licenses required for itself in connection with the performance of its duties under the Administration Agreement (including, for the avoidance of doubt, any such authorisations, approvals, consents, permissions and/or licences as may be required under the CBA 1997);
- (f) save as otherwise agreed with the Issuer, provide free of charge to the Issuer and the Seller, office space, facilities, equipment and staff sufficient to fulfil the obligations of the Issuer and the Seller under the Administration Agreement;
- (g) not knowingly fail to comply with any legal requirements in the performance of its duties under the Administration Agreement including, without limitation, the Code of Conduct on Mortgage Arrears;
- (h) make all payments required to be made by it pursuant to the Administration Agreement on the due date for payment thereof in Euros (or as otherwise required under the Transaction Documents) in immediately available funds for value on such day without set-off (including, without limitation, in respect of any fees owed to it) or counterclaim but subject to any deductions required by law;
- (i) use reasonable endeavours to procure that the Seller makes payments in respect of the Mortgage Loans into the Deposit Account not later than one Business Day following receipt of the same by the Seller;
- (j) not without the prior written consent of the Trustee amend or terminate any of the Transaction Documents except in accordance with their terms;
- (k) forthwith upon becoming aware of any event which may reasonably give rise to an option or obligation for the Seller to repurchase any Mortgage Loan and any Related Security pursuant to the Mortgage Sale Agreement, notify the Issuer, the Trustee and the Seller in writing of such event;
- (l) not create or permit to subsist any Encumbrance in relation to the Collection Accounts, other than as created under the Collection Account Declarations of Trust; and
- (m) if at any time the Administrator receives any money (other than sums credited to the Collection Accounts) arising from the Mortgage Loans or the Related Security, hold such money upon trust for the Issuer as beneficial owner thereof and keep such money separate from other money held by it and promptly upon receipt transfer such money to the Deposit Account via the Collection Accounts,

(such undertakings, the "**Servicing Undertakings**")

The registered office of the Administrator is located at 40 Mespil Road, Dublin 4, Ireland.

Reporting

The Issuer has been appointed as the designated entity under (i) Article 7(2) of the EU Securitisation Regulation and (ii) Article 7(2) of the UK Securitisation Regulation. The Issuer has also appointed the Administrator to assist the Issuer in the performance of certain of its obligations pursuant to Article 7 of the EU Securitisation Regulation and Article 7 of the UK Securitisation Regulation by preparing and publishing certain information, as documented in the Administration Agreement. The Administrator will use all reasonable efforts to provide such information to the Central Bank, to Noteholders and (upon request) to potential investors in the Notes in accordance with the Administration Agreement.

The Administrator will:

- (a) publish without delay, in the form prescribed under the EU Securitisation Regulation and relevant technical standards and the UK Securitisation Regulation, as applicable, any (i) inside information relating to the Issuer which the Issuer determines it is obliged to make public in accordance with (a) Article 17 of Regulation (EU) No. 596/2014 and in accordance with Article 7(1)(f) of the EU Securitisation Regulation and (b) Article 17 of Regulation (EU) 596/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA and Article 7(1)(f) of the UK Securitisation Regulation; or (ii) any significant event in accordance with Article 7(1)(g) of the EU Securitisation Regulation and Article 7(1)(g) of the UK Securitisation Regulation, as supplied to the Administrator in a form acceptable to it provided that the Administrator will not be responsible for the information provided to it; and
- (b) publish on European Data Warehouse at <https://editor.eurowdw.eu/> or to the relevant EU SR Repository, the relevant Transaction Documents required to be disclosed pursuant to (i) Article 7 of the EU Securitisation Regulation and (ii) Article 7 of the UK Securitisation Regulation and the Prospectus in final form not later than five Business Days following the issuance of the Notes (and provide access to such website to the Issuer, the Trustee, the Noteholders, the Central Bank and, upon request, to potential investors in the Notes) provided that the Administrator is provided with PDF copies of such documents by the Issuer on the date of the issuance of the Notes.

The Administrator will also prepare and publish each SR Data Tape and each SR Investor Report on behalf of the Issuer, pursuant to Article 7 of the EU Securitisation Regulation and Article 7 of the UK Securitisation Regulation.

Administration Procedures

This section describes the Administrator's administration procedures based on the current Bank of Ireland mortgage servicing policies (as amended and updated from time to time) (the "**Administration Policies**"). The Administrator is required to administer the Mortgage Loans and Related Security in the Mortgage Portfolio in accordance with the Administration Policies applicable from time to time, but subject to the terms of the Administration Agreement. The duties of the Administrator include:

- (a) carrying on all credit servicing activities in relation to the Mortgage Portfolio for the purposes of Part V of the CBA 1997;
- (b) (subject to certain conditions) setting the interest rates on the Variable Rate Mortgage Loans and the Tracker Mortgage Loans from time to time;
- (c) collecting payments on the Mortgage Loans and discharging Mortgage Loans and Related Security upon redemption;
- (d) monitoring and, where appropriate, pursuing arrears and enforcing the Related Security;
- (e) taking all reasonable steps to ensure safe custody of all title deeds and documents in respect of the Mortgage Loans and Related Security which are in its possession or held on its behalf by third party storage service providers;

- (f) managing the Issuer's interests in the Insurance Policies and other Related Security related to the Mortgage Loans;
- (g) processing transfers of titles, notices of death, forfeitures and irritancies of leases, sale and exchange of land, account conversions, term amendments, deed amendments, compensation and enforcement notices;
- (h) dealing with all types of transactions, posting and refunding fees, setting up direct debits, payment date changes and payment holidays;
- (i) dealing with all customer correspondence on other aspects of Mortgage Loans and Related Security once the Mortgage Loan is drawn down, including changes in customer details and changes on the customer mortgage, i.e. product, repayment;
- (j) keeping records and books of account for the Issuer in relation to the Mortgage Loans and Related Security comprised in the Mortgage Portfolio;
- (k) keeping records for all taxation purposes (including for VAT purposes);
- (l) preparing and publishing each SR Investor Report and each SR Data Tape as required by and in accordance with (i) Article 7(1)(a) and Article 7(1)(e) of the EU Securitisation Regulation and (ii) Article 7(1)(a) and Article 7(1)(e) of the UK Securitisation Regulation;
- (m) notifying relevant Borrowers of any change in their Monthly Payments;
- (n) assisting the Auditors of the Issuer and providing information to them upon reasonable prior written request;
- (o) notifying relevant Borrowers of any other matter or thing which the applicable Mortgage Conditions require them to be notified of, in the manner and at the time required by the relevant Mortgage Conditions;
- (p) subject to the provisions of the Administration Agreement taking all reasonable steps to recover all sums due to the Issuer; and
- (q) acting as collection agent for the Issuer under the Direct Debiting Scheme in accordance with the provisions of the Administration Agreement.

Setting of Variable Rates

Subject to the provisions of the Administration Agreement, the Issuer will grant the Administrator full right, liberty and authority from time to time to determine, in accordance with the Mortgage Conditions (including limits on the quantum of increases in variable interest rates that may be applied to those Mortgage Loans), the Variable Rates and any other discretionary rate or margin applicable to the Mortgage Loans.

Under the terms of the Administration Agreement, the Administrator undertakes that it shall not maintain the Variable Rates at a level which would result in the Weighted Average Variable Rate falling below the VR Floor. The Administrator shall calculate at the end of each Calculation Period the Weighted Average Variable Rate to determine that it has not fallen below the VR Floor for each such period.

"VR Floor " means 3 month EURIBOR plus 2.25 per cent.

"Weighted Average Variable Rate" means, in respect of a Calculation Period, the weighted average of the variable rate that applies on the last day of each month during such Calculation Period.

Right of Delegation by an Administrator

The Administrator will be entitled to delegate its functions under the Administration Agreement subject to certain conditions (as outlined below). The Administrator remains liable to the Issuer for the performance of those functions notwithstanding such delegation.

The Administrator may subcontract or delegate the performance of its duties under the Administration Agreement, provided that it meets particular conditions, including that:

- (a) written notification has been given to each of the Issuer, the Trustee and the Rating Agencies;
- (b) where the arrangements involve the custody or control of any customer files and/or title information documents, the subcontractor or delegate has executed a written acknowledgement that those customer files and/or title information documents are and will be held to the order of the Issuer and the Trustee;
- (c) where applicable, the subcontractor or delegate is able to manage any application by a Borrower under the Personal Insolvency Act;
- (d) where the arrangements involve or may involve the receipt by the subcontractor or delegate of moneys belonging to the Issuer which are to be paid into the Deposit Account, the subcontractor or delegate holds any such moneys on trust for the Issuer which will be paid forthwith into the Deposit Account in accordance with the terms of the Administration Agreement;
- (e) the subcontractor or delegate has executed a written waiver of any security interest arising in connection with the delegated services;
- (f) the Issuer and the Trustee have no liability for any costs, charges or expenses in relation to the proposed subcontracting or delegation other than, in respect of the Issuer, any liability which the Issuer would have to the Administrator if such delegation had not occurred;
- (g) the subcontractor or delegate has confirmed that it has and will maintain all approvals required for itself in connection with the fulfilment of its obligations under the agreement with the Administrator; and
- (h) the subcontractor or delegate appointment or relationship will terminate when the appointment of the Administrator is terminated.

The provisos set out in paragraphs (a) to (h) above will not be required in respect of any delegation to (i) Bank of Ireland, (ii) an affiliate or a wholly-owned subsidiary of Bank of Ireland from time to time or (iii) persons such as valuers, surveyors, estate agents, property management agents, debt collection agencies, third party storage service providers, receivers, lawyers or other relevant professionals.

Fees

The Administrator will receive an administration fee (the "**Administration Fee**") for servicing the Mortgage Loans. The Administration Fee shall be calculated in relation to each Calculation Period on the basis of the number of days elapsed and a 360 day year at the rate of 0.2 per cent. per annum (inclusive of any applicable VAT) on the aggregate Current Balance of the Mortgage Portfolio as at the opening of business on the first day of the preceding Calculation Period (or, as applicable, the Cut-Off Date in respect of the first Calculation Period).

The Administration Fee is payable by the Issuer quarterly in arrear on each Interest Payment Date only to the extent that the Issuer has sufficient funds in accordance with the Pre-Enforcement Revenue Priority of Payments. Any unpaid balance will be carried forward until the next Interest Payment Date and, if not paid earlier, will be payable in full on the Final Maturity Date or on any earlier date on which an Enforcement Notice is served by the Trustee on the Issuer.

Collections

Payments by Borrowers in respect of amounts due under the Mortgage Loans will be made into the non-interest bearing collection accounts (the "**Collection Accounts**") held by each of the Seller and BOIMB at the Collection Account Bank. Amounts credited to the Collection Accounts from (and including) the Closing Date that relate to the Mortgage Loans will be identified on a daily basis (each such aggregate daily amount, a "**Daily Mortgage Loan Amount**") and the Administrator will transfer an amount equal to the Daily Mortgage Loan Amount from the

Collection Accounts into the Deposit Account by the next Business Day after that Daily Mortgage Loan Amount is identified as received in the relevant Collection Account.

The Seller and BOIMB will each declare a trust over their respective interests in the Collection Accounts (the "**Collection Account Declarations of Trust**") in favour of, *inter alios*, the Issuer and each of them (in their capacity as a beneficiary) absolutely as beneficial tenants in common. The Issuer's share of the capital of the trust (the "**Issuer Trust Share**") on any date shall be in an amount equal to the aggregate of the Daily Mortgage Loan Amounts paid into the relevant Collection Account from (and including) the Closing Date to (and including) such date less an amount equal to the payments made by the Administrator into the Deposit Account from (and including) the Closing Date to (and including) such date.

Borrowers are required to make payments by direct debit or cheque unless otherwise agreed. However, direct debits may be returned unpaid after the due date for payment and, under the Direct Debit Indemnity Scheme, a Borrower may make a claim at any time to his or her bank for a refund of direct debit payments. Similarly, cheques may be returned unpaid by the Borrower's bank.

In each case, the Administrator will be permitted to reclaim from the Deposit Account the corresponding amounts previously credited. If a direct debit is returned unpaid in these circumstances, the usual arrears procedures described in "*The Administrator and the Administration Agreement – Arrears and default procedures*" will be taken.

Following the occurrence of an Insolvency Event in relation to the Collection Account Bank, the Issuer shall use its best efforts to appoint a replacement financial institution to act as collection account bank (a "**Replacement Collection Account Bank**").

Arrears and Default Procedures

Bank of Ireland has established procedures for managing mortgage loans which are in arrears and pre-arrears, including early contact with borrowers in order to find a solution to any financial difficulties they may be experiencing (such procedures, as amended and updated from time to time, the "**Arrears Policy**"). Pursuant to the Arrears Policy, all borrowers are assumed to be co-operating. Should a borrower cease to be co-operating, the non-cooperating procedures set out in the Arrears Policy will apply.

The Arrears Policy sets out, amongst other things, the treatments applicable for borrowers in pre-arrears, arrears and default. In determining the most appropriate treatment for a borrower, Bank of Ireland will apply two key tests, being (i) a test for affordability and (ii) a test for sustainability.

The Arrears Policy sets out three main types of treatments for borrowers, being (i) short-term treatments (treatments up to 12 months in duration); (ii) long-term treatments (treatments greater than 12 months in duration and generally considered cure treatments sufficient to repay the mortgage loan in full); and (iii) resolution treatments (if the borrower's circumstances are such that neither a long nor short-term treatment can be offered). In addition, other treatments are considered for residual debt in respect of Unsecured Loans. In the event that none of the three main treatment types are appropriate, the Enforcement and Repossession process as set out in the Arrears Policy (and as further detailed below) will apply.

Short-term Treatments

Short-term treatments may be offered to a borrower in the following general circumstances:

- (a) the borrower's personal or financial circumstances are temporary and require a short-term treatment to facilitate an improvement in, or resolution of, circumstances to resume full annuity repayments at the end of the arrangement;
- (b) to allow the borrower to establish a track record of meeting payments at a level equivalent to a long-term sustainable arrangement or an interim treatment until a resolution strategy can be agreed.

Short-term treatments may be offered to borrowers who can demonstrate they have a short-term affordability problem and that there is a reasonable expectation that they will be able to recommence payments in the near future. Examples of such circumstances include, but are not limited to, rental voids, where repairs are required on the Property, where a borrower has recently become unemployed but has a skillset that may facilitate a return to the workforce in the short-term or short-term illness.

Bank of Ireland will offer the following types of short-term treatments to PDH and buy-to-let borrowers:

- (a) interest only repayments followed by a step up to annuity repayments after the treatment period (max 12 months);
- (b) part capital and interest repayments followed by a step up to annuity repayments after the treatment period (max 12 months); or
- (c) a moratorium where principal and interest repayments cease for a period of time (typically 3 months).

In respect of buy-to-let loans, moratoria are only approved on an exceptional basis.

Long-term Treatments

Long-term treatments may be offered to a borrower in the following general circumstances:

- (a) the borrower's personal or financial circumstances are temporary but are expected to last between 12 and 60 months and require a longer term alternative repayment arrangement to facilitate the temporary change in their circumstances. The source of the anticipated step up to annuity or repayment of the mortgage loan in full (for example asset disposal) is established when the forbearance is assessed;
- (b) where the mortgage is deemed to be sustainable if the mortgage loan repayments are rescheduled.

In respect of PDH borrowers, Bank of Ireland offers the following types of long-term treatments:

- (a) a term extension to reduce mortgage repayments to an affordable level on an annuity basis;
- (b) the capitalisation of arrears by adding any arrears outstanding to the principal amount outstanding and repayment of the full amount over an agreed term;
- (c) part capital and interest repayment followed by a step-up to full capital and interest repayment;
- (d) split mortgage loan (see "*Split Mortgage Loans*" below); and
- (e) a deferred interest scheme where less than interest only repayments of greater than 66.6% of the interest are allowed for a period of up to 5 years. This product is offered in very limited circumstances and is subject to strict criteria, including for example the borrower must have a reasonable prospect of amortising the mortgage loan in full after they exit the scheme, the maximum mortgage debt must be less than €500,000 in Dublin city and €350,000 elsewhere, the deferred interest exceeds 1.5 times annual interest on all of the borrower's accounts in the scheme (based on the borrower's prevailing mortgage interest rate at any point in time).

For buy-to-let borrowers, Bank of Ireland offers the following types of long-term treatments:

- (a) an interest only period followed by a step-up to full capital and interest repayment or a lump sum repayment at maturity;
- (b) part capital and interest payment followed by a step-up to full capital and interest repayment or a lump sum repayment at maturity;
- (c) a term extension to reduce mortgage repayments to an affordable level on an annuity basis.

Residual Debt Treatments in respect of Unsecured Loans

Borrowers can enter the residual debt treatment process in respect of Unsecured Loans following disposal of security via voluntary sale, receiver or repossession.

The recovery strategy for residual debt in respect of Unsecured Loans is determined on a case by case basis, based on borrower affordability and taking account of individual borrower circumstances, and can include the following treatments:

- (a) agreed repayment over specified period (at contractual interest rate or interest rate of 0.005%);
- (b) agreed Lump Sum repayment;
- (c) enforcement by way of Judgment Proceedings.

Where the residual debt relates to an Unsecured Loan which was previously secured by security over a residential buy-to-let Property, and the borrower is also a PDH borrower, priority will be given to ensuring a sustainable treatment on the PDH Mortgage Loan.

Where a residual debt is deemed irrecoverable, the balance may be closed through the established credit approval process noting that closing the balance does not impede Bank of Ireland's right to pursue the borrower for the full residual amount outstanding.

Resolution Treatments

If a borrower has demonstrated that repayment of the mortgage loan in full is unsustainable, a resolution treatment may be offered. Resolution treatments can include:

- (i) a voluntary sale where the borrower disposes of the property by private treaty or public auction;
- (ii) a voluntary surrender where the borrower agrees to voluntarily surrender possession of the property to Bank of Ireland. Bank of Ireland will then dispose of the property either by private treaty or public auction;
- (iii) participation by the borrower in the Mortgage To Rent Scheme (see "*Enforcement in respect of the Mortgage Loans*" above).

Enforcement and Repossession

If the borrower is not engaging with Bank of Ireland and does not agree to a resolution treatment, Bank of Ireland's Enforcement and Repossession process as set out in the Arrears Policy will apply. Bank of Ireland's primary enforcement treatment option for owner-occupier properties is to apply for a court order for possession. This applies where a borrower is non co-operative or where the mortgage is unsustainable and the customer is unwilling to reach a consensual resolution for the property disposal.

In respect of buy-to-let borrowers, Bank of Ireland can appoint a receiver to take possession of the relevant property, receive rents and/or sell the property.

In treatments involving asset disposal, the Issuer cannot guarantee that the value of the secured property recovered will result in full redemption of the loan and/or associated costs.

Split Mortgage Loans

One of the arrears management treatment options that Bank of Ireland has established is a facility whereby a Borrower in arrears or about to go into arrears may be offered an arrangement to split their Mortgage Loan (any such Mortgage Loan, a "**Split Mortgage Loan**"). A Split Mortgage Loan is divided into two accounts with a view to reducing the relevant Borrower's monthly repayments. The relevant Mortgage Loan is split into (i) a portion of the

principal balance on which interest continues to accrue and be charged to the relevant Borrower and is repaid on a principal and interest basis until the scheduled final repayment date (the "**Repayment Mortgage Account**"); and (ii) a portion of the principal balance on which interest continues to accrue and which is repaid on an interest only basis until the scheduled final repayment date of the relevant Mortgage Loan (the "**Interest Only Mortgage Account**"). Under a Split Mortgage Loan, the relevant Borrower is not required to repay the balance of the Interest Only Mortgage Account until the end of the mortgage term however the Borrower continues to make interest only repayments in the interim. This means that, with effect from the date that a Mortgage Loan becomes a Split Mortgage Loan, the relevant Borrower's monthly payments will be lower than they were prior to the split (and in line with what the Borrower can afford to pay over time). Consequently, upon the maturity of such Split Mortgage Loan, the Borrower will be required to make a "bullet" payment that will represent the entirety of the principal amount.

Cross Collateralisation

A Property or Properties may secure more than one Secured Mortgage Loan ("**Cross Collateralisation**"). It is the Seller's practice to manage Mortgage Loans so as to maintain the Cross Collateralisation arrangement.

Termination of the appointment of the Administrator

Administrator Termination Events

The Issuer (prior to delivery of an Enforcement Notice) with the written consent of the Trustee, or the Trustee itself (following delivery of an Enforcement Notice), (in the case of (a) or (b) below) may at any time and (in the case of (c) below) shall at once, upon written notice to the Administrator (with a copy to the Replacement Administrator Facilitator), terminate the Administrator's rights and obligations on the date specified in the notice if any of the following events (each an "**Administrator Termination Event**") occurs:

- (a) the Administrator defaults in the payment of any amount due under the Administration Agreement or any other Transaction Documents to which it is party and fails to remedy that default for a period of 30 Business Days after the earlier of becoming aware of the default and receipt of written notice (with a copy to the Replacement Administrator Facilitator) from the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) requiring the default to be remedied; or
- (b) the Administrator fails to comply with any of its other covenants or obligations under the Administration Agreement or any other Transaction Document to which it is party which in the opinion of the Trustee is materially prejudicial to the interests of the holders of the Most Senior Class of Notes and does not remedy that failure within 30 Business Days after the earlier of becoming aware of the failure and receipt of written notice from the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) requiring the failure to be remedied;
- (c) the Administrator ceases to be authorised to service the Mortgage Loans under Part V of the CBA 1997 or fails to obtain or maintain the necessary licences, registrations or regulatory approvals enabling it to continue servicing the Mortgage Loans in circumstances where the Administrator is an entity required to be regulated in Ireland in relation to the Mortgage Loans; or
- (d) an Insolvency Event occurs in relation to the Administrator.

Termination by Extraordinary Resolution of holders of Class Z Notes

The holders of the Class Z Notes may by an Extraordinary Resolution direct the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) to terminate the appointment of the Administrator on a date specified in the Extraordinary Resolution provided that such termination (i) may not take effect until a date that is 9 months' from the date of the relevant Extraordinary Resolution; and (ii) may be revoked by a further Extraordinary Resolution at any time within 3 months of the date of the first Extraordinary Resolution.

Following the Extraordinary Resolution, the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) will by notice in writing to the Administrator (with a copy to the

Replacement Administrator Facilitator) terminate the Administrator's appointment with effect from the date specified in the Extraordinary Resolution provided that if a successor administrator has not been appointed by such date, the Administrator's appointment shall only terminate on the date of the appointment of such successor administrator.

Resignation of the Administrator

Subject to the fulfilment of a number of conditions (including the appointment of a replacement administrator), the Administrator may voluntarily resign by giving not less than 3 months' notice to the Issuer, the Trustee and the Replacement Administrator Facilitator.

The termination of the appointment of the Administrator under any of the circumstances described in this section "*Termination of the appointment of the Administrator*" shall be a Perfection Trigger Event resulting in the legal transfer and assignment by the Legal Title Holders to the Issuer (or its nominee) of all of the Mortgage Loans and Related Security as soon as reasonably practicable.

In connection with the appointment of any successor administrator following termination of the appointment of the Administrator in accordance with the Administration Agreement, the Replacement Administrator Facilitator agrees to consult with the holders of the Class Z Notes in relation to the appointment of any such successor administrator and to include in any shortlist of potential successor administrators it is considering a successor administrator which is proposed in writing by holders of the Class Z Notes holding or having a beneficial interest in greater than 50% of the then aggregate Principal Amount Outstanding of the Class Z Notes. The successor administrator is required to have experience of administering mortgages in Ireland and to enter into an administration agreement with the Issuer and the Trustee substantially on the same terms as the relevant provisions of the Administration Agreement.

If the appointment of the Administrator is terminated, the Administrator must deliver the title information documents and customer files relating to the Mortgage Loans and Related Security to, or at the direction of, the Issuer or, following receipt of an Enforcement Notice, to or at the direction of the Trustee.

Where a successor administrator is appointed following the occurrence of an Administrator Termination Event (other than an Administrator Termination Event arising as a result of an Insolvency Event in respect of the Administrator), the Administrator's costs and expenses associated with the transfer of administration to the substitute administrator (the **Transfer Costs**) will be paid by the outgoing Administrator except that if the Administrator is forced to resign due to a change in Applicable Laws, such costs will be borne by the Issuer. Where the Administrator fails to pay such Transfer Costs, the Issuer shall pay such Transfer Costs in accordance with the Pre-Enforcement Revenue Priority of Payments.

Where a successor administrator is appointed following the termination of the Administrator by the Issuer (prior to the delivery of an Enforcement Notice) and/or the Trustee (following delivery of an Enforcement Notice) having been directed to do so by an Extraordinary Resolution of the holders of the Class Z Notes, the Transfer Costs will be paid by the holders of the Class Z Notes.

Liability of the Administrator

The Administrator has agreed to indemnify each of the Issuer and the Trustee against all direct and reasonably foreseeable losses, liabilities, claims, expenses or damages incurred as a result of negligence, fraud or wilful default by the Administrator in carrying out its functions as administrator under the Administration Agreement or any other Transaction Document to which it is party or as a result of a breach by the Administrator of the terms of the Administration Agreement or the other Transaction Documents to which it is party (in such capacity).

Governing law

The Administration Agreement and any non-contractual obligations arising out of or in connection with the Administration Agreement are governed by Irish law.

THE DEPOSIT ACCOUNT BANK AND THE DEPOSIT ACCOUNT BANK AGREEMENT

Pursuant to the Deposit Account Bank Agreement, The Bank of New York Mellon, London Branch from its offices at One Canada Square, London E14 5AL, United Kingdom, in its capacity as Deposit Account Bank, has agreed to maintain the Deposit Account and the IRC Collateral Account on behalf of the Issuer.

If the long-term rating of the Deposit Account Bank from DBRS falls below A, or the long term issuer credit rating of the Deposit Account Bank from S&P falls below A, or the Deposit Account Bank fails to maintain such other ratings that are consistent with the then published criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, or (in each case) such other credit rating as would not adversely affect the then current rating of the Rated Notes, the Issuer shall, within 30 calendar days, use reasonable endeavours to, amongst other things, transfer the Issuer Accounts to another bank that satisfies the relevant Rating Agency's criteria. See "*Deposit Account Bank*" in the *Rating Triggers Table*".

The Deposit Account will bear or charge interest at a rate equal to €STR – 0.015 per cent per cent. If a negative interest rate is applied to the Deposit Account by the Deposit Account Bank, the relevant charged interest will be billed to the Issuer by the Deposit Account Bank and will be paid concurrently with the fees payable by the Issuer to the Deposit Account Bank, subject to the applicable Priority of Payments.

THE INTEREST RATE CAP PROVIDER

The information contained in this section related to Natixis has been obtained from Natixis and is furnished solely to provide limited information regarding Natixis and does not purport to be comprehensive.

The Interest Rate Cap Provider

Natixis is a French limited liability company (*société anonyme à conseil d'administration*) registered with the *Registre du Commerce et des Sociétés de Paris* under No. 542 044 524 ("**Natixis**"). Natixis has its registered office address at 30 avenue Pierre Mendès-France, 75013 Paris, France.

With effect as of 31 July 2009 (non-inclusive), Natixis is affiliated with BPCE, the central body of Groupe BPCE. This affiliation with BPCE replaces, with effect as of the same date, the dual affiliation of Natixis with Caisse Nationale des Caisses d'Épargne et de Prévoyance and Banque Fédérale des Banques Populaires, which was governed by a dual affiliation agreement terminated on the same date.

Natixis is a French multinational financial services firm specialized in asset & wealth management, corporate & investment banking, insurance and payments. A subsidiary of Groupe BPCE, the second-largest banking group in France through its two retail banking networks, Banque Populaire and Caisse d'Épargne, Natixis counts nearly 16,000 employees across 38 countries. Its clients include corporations, financial institutions, sovereign and supranational organizations, and the customers of Groupe BPCE's networks.

As at 22 June 2021 Natixis is listed on Euronext Paris and is included in the SBF 120 index. It is rated by Standard & Poor's, Fitch Ratings and Moody's Investor Services.

As at 22 June 2021, the long-term ratings for unsecured and unsubordinated debt obligations of Natixis are A+ for Standard & Poor's, A+ for Fitch Ratings and A1 for Moody's Investor Services.

The information contained in the preceding paragraphs has been provided by Natixis for use in this Prospectus. Except for the foregoing paragraphs, Natixis and its respective affiliates have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE INTEREST RATE CAP AGREEMENT

The Interest Rate Cap Agreement

On or before the Closing Date, the Issuer will enter an ISDA 2002 Master Agreement (together with the Schedule and Credit Support Annex thereto and Confirmation thereunder) with the Interest Rate Cap Provider (the "**Interest Rate Cap Agreement**") to provide hedging against interest rate fluctuations (the "**Interest Rate Cap**"). The Interest Rate Cap Agreement is effective from and including the Closing Date up to and including 25 June 2028 (or, if earlier, the Relevant Redemption Date).

Pursuant to the Interest Rate Cap Agreement, the Interest Rate Cap Provider, against payment by the Issuer of the Interest Rate Cap Fee on the Closing Date, shall make payments to the Issuer on each Interest Payment Date if and to the extent three month EURIBOR for the relevant Interest Period exceeds the Cap Strike Rate.

The notional balance of the Interest Rate Cap will be equal to €70,000,000 as set out in the Interest Rate Cap Agreement (the "**Notional Amount**").

In the event that the relevant rating(s) of the Interest Rate Cap Provider is or are, as applicable, downgraded by a Rating Agency below the Cap Required Ratings, the Interest Rate Cap Provider will, in accordance with the Interest Rate Cap Agreement, be required to take certain remedial measures within the timeframe stipulated in the Interest Rate Cap Agreement and at its own cost which may include (i) the provision of collateral for its obligations under the Interest Rate Cap Agreement in accordance with the terms of the Credit Support Annex thereto, or (ii) arranging for its obligations under the Interest Rate Cap Agreement to be transferred to an entity with the Cap Required Ratings, or (iii) procuring another entity with at least the Cap Required Ratings to become a guarantor in respect of its obligations under the Interest Rate Cap Agreement, or (iv) taking such other action as it may agree with the relevant Rating Agency as will result in the ratings of the then outstanding Class of Notes with the highest rating by the relevant Rating Agency being restored to or maintained at the level they were at immediately prior to the downgrade. A failure to take such steps, subject to certain conditions, will give the Issuer the right to terminate the Interest Rate Cap Agreement.

The Interest Rate Cap Agreement may also be terminated in certain other circumstances that may include, without limitation, the following: (i) a Relevant Redemption Date occurs; (ii) if certain insolvency events occur, (iii) if a change in law results in the obligations of one of the parties becoming illegal, (iv) an amendment or modification of or supplement to (including, without limitation, any modification, supplement, waiver or consent approved, sanctioned and/or ratified by a resolution of the Noteholders) any of the Transaction Documents is made without the Interest Rate Cap Provider's prior written consent, insofar as such amendment, modification or supplement relates to or affects (a) the IRC Collateral Priority of Payments and/or the operation of the IRC Collateral Account, (b) the timing or amount of any payments due to be made pursuant to the IRC Collateral Account Priority of Payments or to or from the IRC Collateral Account, or (c) security over the IRC Collateral Account, (v) an Enforcement Notice is served on the Issuer in accordance with Condition 13 (*Events of Default*) of the Notes, or (vi) the Issue Date does not occur on or prior to 25 June 2021.

For the purposes of this Section and the Interest Rate Cap Agreement, the following defined terms shall have the following meanings:

"Cap Strike Rate" means 1.5 per cent.

"Cap Required Ratings" means, with respect to the Interest Rate Cap Provider or a replacement or guarantor in respect thereof, the minimum relevant rating(s) required by each Rating Agency as more particularly described in the "*Transaction Overview – Triggers Tables – Rating Triggers Table*" section above.

"Interest Rate Cap Fees" means €674,159 payable on the Closing Date from the proceeds of issuance of the Notes.

"Relevant Redemption Date" means the date as of which all amounts due under the Rated Notes have been repaid and/or redeemed in full or no amounts remain to be paid under the Rated Notes pursuant to Condition 10 (*Limited Recourse*).

DESCRIPTION OF THE VRR LOAN

The Issuer will enter into a loan agreement pursuant to which the VRR Lender agrees to provide a vertical risk retention loan (the “**VRR Loan**”) on the Closing Date (the “**VRR Loan Agreement**”). As at the Closing Date, the principal amount of the VRR Loan (the “**VRR Principal Amount**”) will be equal to €17,222,000 being no less than 5 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date. The VRR Loan will be made at a discount to its principal amount. The VRR Lender shall deduct the discount from the principal amount on advancing the VRR Loan to the Borrower.

The provider of the VRR Loan (the “**VRR Lender**”) will be entitled to receive the VRR Pre-Enforcement Revenue Payment Amount, the VRR Pre-Enforcement Principal Payment Amount, the VRR Post-Enforcement Payment Amount and the VRR Other Payment Amounts in accordance with the relevant Priority of Payments and the VRR Proportion of any other amounts payable to Noteholders not otherwise captured above and such amounts shall be applied as VRR Payment Amounts.

The VRR Loan Agreement contains the terms of the VRR Loan, which are summarised in this section.

As used in this section and elsewhere in this Prospectus:

“**Net Available Principal Receipts**” means all amounts available to be applied in accordance with the Pre-Enforcement Principal Priority of Payments after application of item (a) of the Pre-Enforcement Principal Priority of Payments.

“**Net Available Revenue Receipts**” means all amounts available to be applied in accordance with the Pre-Enforcement Revenue Priority of Payments after application of items (a) to (d) of the Pre-Enforcement Revenue Priority of Payments.

“**VRR Other Payment Amounts**” means the VRR Proportion of any other amounts payable to Noteholders which do not constitute a Pre-Enforcement Revenue VRR Share, a Pre-Enforcement Principal VRR Share or a Post-Enforcement VRR Share.

“**Post-Enforcement VRR Share**” means 5 per cent. of the Net Post-Enforcement Available Receipts.

“**Pre-Enforcement Revenue VRR Share**” means 5 per cent. of Net Available Revenue Receipts.

“**Pre-Enforcement Principal VRR Share**” means 5 per cent. of Net Available Principal Receipts.

Status and Security

The obligations of the Issuer in respect of the VRR Loan constitute direct, secured and limited recourse obligations of the Issuer.

As security for its obligations under, *inter alia*, the VRR Loan, the Issuer has granted the Security in favour of the Trustee on trust for itself, the VRR Lender and the other Secured Creditors.

Transfer

The VRR Lender may not transfer or assign its interest in the VRR Loan without first obtaining the prior written consent of the Issuer and following the procedures set out in the VRR Loan Agreement.

VRR Payment Amounts

The Issuer will pay to the VRR Lender, on each Interest Payment Date or such other date that distributions are made to the Noteholders, the VRR Proportion (which is 5 per cent. of (100/95)) of all amounts paid to Noteholders (collectively, the “**VRR Payment Amounts**”). VRR Payment Amounts shall consist of the VRR Pre-Enforcement Revenue Payment Amount, the VRR Pre-Enforcement Principal Payment Amount, the VRR Post-Enforcement Payment Amount and the VRR Other Payment Amounts, as applicable (see “*Cashflows*” below).

The VRR Lender shall cease to be entitled to any VRR Payment Amounts from the date of redemption in full (or extinguishment) of all (but not some only) of the Notes. On the date of redemption in full (or extinguishment) of all (but not some only) of the Notes and after the distribution of any monies to the Noteholders on such date, the VRR Loan shall be repaid in full.

Final Repayment of the VRR Loan

The Issuer shall repay to the VRR Lender the outstanding VRR Principal Amount in full (together with any VRR Other Payment Amounts then payable) on the date of redemption in full (or extinguishment) of all (but not some only) of the Notes. The Issuer may not repay the outstanding VRR Principal Amount in whole or in part prior to such date except as provided in the VRR Loan Agreement.

Mandatory repayment of the VRR Loan

Unless the outstanding VRR Principal Amount has been previously repaid in full and cancelled, the Issuer shall repay to the VRR Lender the outstanding VRR Principal Amount:

- (A) on each date on which there is a redemption of the Notes, in accordance with the relevant Priority of Payments, in an amount equal to the aggregate of:
 - (I) the VRR Pre-Enforcement Principal Payment Amounts received on such date; and
 - (II) any VRR Post-Enforcement Payment Amounts and any accrued but unpaid VRR Pre-Enforcement Revenue Payment Amounts received on such date; and
- (B) on any date on which there is a redemption of the Notes other than in accordance with the Priority of Payments, in an amount equal to the VRR Proportion of any principal amount of the Notes redeemed on such date,

together with any VRR Other Payment Amounts payable on such date.

Optional repayment for tax and other reasons

If the conditions set out in Condition 9.3 (*Mandatory Redemption in full on the exercise of the Portfolio Option*) or Condition 9.4 (*Optional Redemption in full for taxation or other reasons*) are satisfied, on the date on which the Notes are redeemed, the Issuer shall repay to the VRR Lender the outstanding VRR Principal Amount in full together with any VRR Other Payment Amounts payable on such date.

VRR Principal Amount

On any date of determination following the Closing Date, the VRR Principal Amount shall be equal to the VRR Principal Amount on the Closing Date less the aggregate amount of principal repayments made to the VRR Lender in respect of the VRR Loan since the Closing Date. The Cash Manager shall keep a record of the VRR Principal Amount.

Taxation

All VRR Payment Amounts shall be made free and clear of, and without withholding or deduction for or on account of, any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever imposed or levied by any relevant tax authorities unless the Issuer is required by law to make any deduction or withholding for or on account of such taxes. In that event, the Issuer shall make such payments after such deduction and shall account to the relevant authorities for the amount so withheld and deducted. The Issuer shall not be obliged to pay any additional amounts to the VRR Lender as a result of any such deduction.

Events of Default

The VRR Lender will be bound by the decision that the Trustee makes, or any action it is directed to take in accordance with the Transaction Documents, to give an Enforcement Notice to the Issuer whereupon the VRR Loan shall become immediately due and payable at the outstanding VRR Principal Amount together with any VRR Payment Amounts due.

The VRR Lender will have no separate ability to accelerate amounts owed in respect of the VRR Loan.

The VRR Lender will contribute its *pro rata* share of any indemnification or security or pre-funding that the Trustee requires before making such decision.

Enforcement

At any time after the service of an Enforcement Notice, the Trustee may, and, if so requested or directed as provided in Condition 14 (*Enforcement*) shall, enforce the security constituted by the Deed of Charge.

The VRR Lender will have no separate ability to direct the Trustee in relation to the enforcement of the Security.

The VRR Lender will contribute its *pro rata* share of any indemnification or security or pre-funding that the Trustee requires before making such decision

Limit on VRR Lender action, limited recourse and non-petition

The VRR Lender is not entitled to proceed directly against the Issuer or any other Secured Creditor or any other party to any of the Transaction Documents to seek to enforce the Security or to take, or join any person in taking, any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to the VRR Lender or any other Secured Creditors or to initiate, or join any person in initiating, any insolvency proceeding in relation to the Issuer or to take, or join in the taking, of any steps or proceedings which would result in the Priority of Payments not being observed.

All obligations of the Issuer to the VRR Lender are limited in recourse to the Charged Property. If at any time following: (a) (i) date upon which the VRR Loan is due and payable or (ii) the service of an Enforcement Notice and realisation of the Charged Property and (b) application in full of any amounts available to pay amounts due and payable under the Notes and the VRR Loan in accordance with the applicable Priority of Payments, the proceeds of such realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under the VRR Loan, then the amount remaining to be paid shall cease to be due and payable by the Issuer and any liability of the Issuer in this respect shall be extinguished.

Modification and Waiver

For so long as the VRR Loan is outstanding, the Trustee is required to have regard to the interests of the Noteholders (and at all times have regard to and subject always to the VRR Entrenched Rights) as regards all rights, powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise in the Trust Deed and the Conditions). Save in respect of a Reserved Matter, the VRR Entrenched Rights and an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator, if, in the opinion of the Trustee, there is a conflict between one or more classes of Notes, on the one hand, and the interests of the VRR Lender, on the other hand, the Trustee shall have regard only to the interests of the holders of the Most Senior Class and will not have regard to any lower ranking class (but shall at all times have regard to and subject always to the VRR Entrenched Rights) and not to the interests of the VRR Lender, save where the VRR Entrenched Rights are affected (in which case the Trustee, will have regard to the interests of the VRR Lender).

Any Extraordinary Resolution passed by any Class of Noteholders will be binding on the VRR Lender (other than any resolutions in respect of a VRR Entrenched Right) if passed in accordance with the Conditions, provided that no Extraordinary Resolution may authorise or sanction any modification or waiver which affects any VRR Entrenched Rights, unless the VRR Lender has consented to such modification or waiver.

“VRR Entrenched Rights” means any of the following:

- (a) any modification or waiver which affects the rights of the VRR Lender which, if made, would be adverse to the VRR Loan where a corresponding modification or waiver was not simultaneously made to or in respect of the other Classes of Notes on an equivalent basis;
- (b) any modification or waiver which affects the VRR Lender’s entitlement to 5 per cent. of the Net Available Revenue Receipts, Net Available Principal Receipts and Post-Enforcement Net Available Receipts as applicable;
- (c) any modification or waiver which affects the capital treatment of the VRR Lender’s interest in the Mortgage Portfolio or the VRR Loan, as determined by way of an opinion of a reputable accountancy firm or law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or relating to such modification or waiver);
- (d) any modification or waiver which puts the VRR Lender in breach of its obligations under the EU Securitisation Regulation or the UK Securitisation Regulation as determined by way of an opinion of a reputable law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (e) any modification or waiver which adversely affects the position of the VRR Lender in relation to derecognition of the Mortgage Portfolio or non-consolidation of the Issuer as determined by way of an opinion of a reputable accountancy firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (f) any modification to the Portfolio Option Purchase Price; or
- (g) a modification to this definition of “VRR Entrenched Rights”.

Governing Law and Submission to Jurisdiction

The VRR Loan Agreement will be governed by, and shall be construed in accordance with, Irish law and subject to the jurisdiction of the Irish courts.

KEY STRUCTURAL FEATURES

CREDIT ENHANCEMENT AND LIQUIDITY SUPPORT

The Notes and the VRR Loan are obligations of the Issuer only and will not be the obligations of, or the responsibility of, or guaranteed by, any other party. However, there are a number of features of the transaction which enhance the likelihood of timely receipt of interest payments by the Noteholders, as follows:

- (a) Available Revenue Receipts are expected to exceed interest due and payable on the Rated Notes (and *pro rata* payments to the VRR Lender) and Senior Expenses of the Issuer (including retaining the Issuer Profit Amount).
- (b) Any Senior Revenue Shortfall on any Interest Payment Date may be funded by applying amounts standing to the credit of the Senior Reserve Fund and any Remaining Senior Revenue Shortfall on any Interest Payment Date may be funded by applying Available Principal Receipts, in each case subject to the PDL Condition.
- (c) Any Revenue Shortfall on any Interest Payment Date may be funded by applying amounts standing to the credit of the General Reserve Fund and any Remaining Revenue Shortfall on any Interest Payment Date after the Class B Notes have been redeemed in full may be funded by applying Available Principal Receipts.
- (d) Payments of interest and principal on the Notes are made in Sequential Order and interest payments on the Notes other than the Class A Notes may be deferred where the Issuer has insufficient proceeds.
- (e) Losses are allocable to the Notes and the VRR Loan in reverse Sequential Order in the Principal Deficiency Ledger, as described in the section "*Principal Deficiency Ledger*" below.
- (f) Amounts credited to the Deposit Account may be invested in Authorised Investments.
- (g) The proceeds of issuance of the Class Z Notes and proceeds of advancing the VRR Loan will be used to (i) fund the Senior Reserve Fund on the Closing Date; (ii) fund the General Reserve Fund on the Closing Date, (iii) meet the costs in connection with the issuance of the Notes; and (iv) to pay the Interest Rate Cap Fees.

As used in this section and elsewhere in this Prospectus:

"First Collection Period" means the period from (and including) the Closing Date to (and including) the Calculation Date immediately preceding the First Interest Payment Date.

"Senior Expenses" means any senior expenses of the Issuer which rank in priority to the Most Senior Class of Notes in the relevant Priority of Payments.

"Sequential Order" means, in respect of payments of principal and interest to be made on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes: *first*, to redeem or pay interest (as applicable) on the Class A Notes, *second*, to redeem or pay interest (as applicable) on the Class B Notes, *third*, to redeem or pay interest (as applicable) on the Class C Notes, *fourth*, to redeem or pay interest (as applicable) on the Class D Notes, *fifth*, to redeem or pay interest (as applicable) on the Class E Notes, *sixth*, to redeem or pay interest (as applicable) on the Class F Notes and *seventh*, to redeem or pay interest (as applicable) on the Class Z Notes.

Each of these factors is considered in more detail below.

Credit Support for the Notes provided by Available Revenue Receipts

It is anticipated that, during the life of the Notes, the interest payable by Borrowers on the Mortgage Loans will be sufficient so that Available Revenue Receipts will be sufficient to pay the interest amounts payable in respect of all of the Rated Notes (and *pro rata* payments to the VRR Lender), the Senior Expenses of the structure and to permit the Issuer to retain the Issuer Profit Amount in accordance with the Pre-Enforcement Revenue Priority of Payments. The actual amount of any excess will vary during the life of the Notes. Two of the key factors determining such

variation are the interest rates applicable to the Mortgage Loans in the Mortgage Portfolio and the performance of the Mortgage Portfolio.

Available Revenue Receipts may be applied (after making payments or provisions ranking higher in the Pre-Enforcement Revenue Priority of Payments) on each Interest Payment Date towards reducing any Principal Deficiency Ledger entries (which may arise from, *inter alia*, Losses on the Mortgage Portfolio).

To the extent that the amount of Available Revenue Receipts on each Interest Payment Date exceeds the aggregate of the payments and provisions required to be met in priority to items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to replenish and increase the Senior Reserve Fund up to an amount equal to the Senior Reserve Fund Required Amount.

To the extent that the amount of Available Revenue Receipts on each Interest Payment Date exceeds the aggregate of the payments and provisions required to be met in priority to items (e)(xiv) and (f)(xiv) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to replenish and increase the General Reserve Fund up to an amount equal to the General Reserve Fund Required Amount.

Liquidity support provided by use of Senior Reserve Fund to fund Senior Revenue Shortfall

On each Calculation Date, the Cash Manager will determine whether Available Revenue Receipts (other than items (c) and (d) and any Available Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are sufficient to pay (i) items (a) to (d) of the Pre-Enforcement Revenue Priority of Payments plus (ii) items (e)(i) and (e)(iii) of the Pre-Enforcement Revenue Priority of Payments multiplied by (100/95) (the "**Senior Revenue Amounts**").

To the extent that such Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Senior Revenue Shortfall**"), being the amount equal to the Senior Revenue Amounts minus such Available Revenue Receipts and the Cash Manager on behalf of the Issuer shall, on the relevant Interest Payment Date, pay or provide for such Senior Revenue Shortfall by applying amounts standing to the credit of the Senior Reserve Fund, provided that any such amounts shall only be applied to provide for a Senior Revenue Shortfall in relation to item(e)(iii) of the Pre-Enforcement Revenue Priority of Payments if the PDL Condition is satisfied.

The PDL Condition requires that, for so long as the Class B Notes are not the Most Senior Class of Notes, amounts standing to the credit of the Senior Reserve Fund may only be applied to provide for a Senior Revenue Shortfall, and Available Principal Receipts may only be applied to provide for a Remaining Senior Revenue Shortfall, in relation to item (e)(iii) of the Pre-Enforcement Revenue Priority of Payments if the debit balance of the Class B Principal Deficiency Sub-Ledger is less than ten per cent. of (100/95) of the Principal Amount Outstanding of the Class B Notes.

If, on any Interest Payment Date, the funds credited to the Senior Reserve Fund (having taken into account any funds applied on such Interest Payment Date to remedy a Senior Revenue Shortfall) exceed the Senior Reserve Fund Required Amount, any excess (the "**Senior Reserve Fund Excess Amounts**") shall form part of the Available Revenue Receipts to be distributed on such Interest Payment Date.

Liquidity support provided by use of General Reserve Fund to fund Revenue Shortfall

On each Calculation Date, the Cash Manager will determine whether Available Revenue Receipts (excluding items (c) and (d) and any Available Principal Receipts applied to remedy a Remaining Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are sufficient to pay items (e)(v) to (e)(xiii) of the Pre-Enforcement Revenue Priority of Payments multiplied by (100/95) (the "**Revenue Amounts**").

To the extent that Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Revenue Shortfall**"), being the amount equal to the Revenue Amounts minus such Available Revenue Receipts and the Cash Manager on behalf of the Issuer shall, on the relevant Interest Payment Date, pay or provide for such Revenue Shortfall by applying amounts standing to the credit of the General Reserve Fund.

Use of Available Principal Receipts to fund a Remaining Senior Revenue Shortfall and a Remaining Revenue Shortfall

Remaining Senior Revenue Shortfall

On each Calculation Date, the Cash Manager shall determine whether, following application of (i) Available Revenue Receipts (excluding item (e) of Available Revenue Receipts) and (ii) amounts standing to the credit of the Senior Reserve Fund as described above, there are sufficient Available Revenue Receipts to pay remaining outstanding Senior Revenue Amounts and to replenish the Senior Reserve Fund to the Senior Reserve Fund Required Amount pursuant to items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments.

To the extent that such Available Revenue Receipts are insufficient for this purpose, the Cash Manager shall calculate the shortfall (the "**Remaining Senior Revenue Shortfall**") and the Cash Manager shall use Available Principal Receipts on the following Interest Payment Date to cure such Remaining Senior Revenue Shortfall, provided that Available Principal Receipts shall only be applied to provide for any such Remaining Senior Revenue Shortfall in relation to item(e)(iii) of the Pre-Enforcement Revenue Priority of Payments if the PDL Condition (as outlined above) is satisfied.

Remaining Revenue Shortfall

If, in respect of any Interest Payment Date after the Class B Notes have been redeemed in full and after paying or providing for any Revenue Shortfall, the Cash Manager determines that, following application of Available Revenue Receipts (excluding item (e) of Available Revenue Receipts) and amounts standing to the credit of the General Reserve Fund as described above, there will be a Remaining Revenue Shortfall, the Cash Manager shall pay or provide for that Remaining Revenue Shortfall by the application of Available Principal Receipts on the relevant Interest Payment Date.

The Principal Deficiency Ledger will be debited on each Interest Payment Date by an amount equal to the amount of any Available Principal Receipts applied to pay a Remaining Senior Revenue Shortfall or a Remaining Revenue Shortfall (as applicable) arising on that Interest Payment Date.

Payment of the Notes in Sequential Order and deferral of payments on the Notes

Payments of interest on the classes of Notes will be paid in Sequential Order (so that payments on the Class Z Notes, the Class F Notes, the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes will be subordinated to payments on the Class A Notes; payments on the Class Z Notes, the Class F Notes, the Class E Notes, the Class D Notes and the Class C Notes will be subordinated to payments on the Class B Notes; payments on the Class Z Notes, the Class F Notes, the Class E Notes and the Class D Notes will be subordinated to payments on the Class C Notes; payments on the Class Z Notes, the Class F Notes and the Class E Notes will be subordinated to the Class D Notes, payments on the Class Z Notes and the Class F Notes will be subordinated to payments on the Class E Notes and payments on the Class Z Notes will be subordinated to payments on the Class F Notes).

Any shortfall in payments of interest on any class of Notes (other than the Class A Notes) will be deferred until the next Interest Payment Date and this will not constitute an Event of Default. On the next Interest Payment Date, the amount of interest scheduled to be paid on a class of Notes for which interest has been deferred (other than the Class A Notes) will be increased to take account of any deferral of such amounts. The deferral process will continue until the Final Maturity Date of the Notes, at which point, all such deferred amounts (including interest thereon) will become due and payable. However, if there is insufficient money available to the Issuer to pay interest on any class of Notes, then the relevant Noteholders may not receive all interest amounts.

Similarly, any shortfall in payments of Additional Note Payments on the Class D Notes, the Class E Notes and Class F Notes will be deferred until the next Interest Payment Date and this will not constitute an Event of Default. On the next Interest Payment Date, the relevant Additional Note Payments will be made (including interest (if any) accrued but unpaid and/or deferred and accrued interest thereon). The deferral process will continue until the Final Maturity Date of the Notes, at which point, all such deferred amounts (including interest thereon) will become due and

payable. However, if there is insufficient money available to the Issuer to pay Additional Note Payments on any Class of Notes, then the relevant Noteholders may not receive all Additional Note Payments.

Payments in respect of the Class Z Note Interest Amount are not deferrable and in circumstances where the Issuer has insufficient proceeds available to meet its obligations ranking senior to the Class Z Notes, the amount due under the Class Z Notes shall be zero.

It is not intended that any surplus will be accumulated in the Issuer, other than, for the avoidance of doubt, the Issuer Profit Amount and amounts standing to the credit of the General Reserve Fund.

The Principal Deficiency Ledger

On each Calculation Date, the Cash Manager will determine any Losses on the Secured Mortgage Loans in the Mortgage Portfolio (based on information provided by the Administrator with respect to the Mortgage Portfolio).

As used in this section and elsewhere in this Prospectus:

"Losses" means any losses as determined by the Administrator in accordance with its then current procedures including, to the extent relevant, its Arrears Policy, arising in relation to a Secured Mortgage Loan in the Mortgage Portfolio which cause a shortfall in the amount available to pay principal on the Notes (including, without limitation, any write downs under the Personal Insolvency Act, or any Loss as a result of an exercise of any set-off by any Borrower in respect of its Secured Mortgage Loan) or otherwise.

"Arrears Percentage" means:

- (a) for Secured Mortgage Loans between 180 days and 269 days in arrears, 50 per cent.;
- (b) for Secured Mortgage Loans between 270 days and 359 days in arrears, 75 per cent.; and
- (c) for Secured Mortgage Loans more than 359 days in arrears, 100 per cent.

A Principal Deficiency Ledger will be established on the Closing Date to record as debit items any deemed principal losses in respect of the Mortgage Portfolio, including the following:

- (a) any Losses on the Secured Mortgage Loans in the Mortgage Portfolio;
- (b) in the case of a Secured Mortgage Loan in arrears by 180 days, an amount equal to the Current Balance of such Secured Mortgage Loan multiplied by the then Current Arrears Percentage, provided that, for the avoidance of doubt, if a Secured Mortgage Loan no longer falls under items (a), (b) or (c) of the definition of the Arrears Percentage, the amount previously debited to the Principal Deficiency Ledger is instead credited to the Principal Deficiency Ledger;
- (c) the application of any Principal Receipts to meet any Remaining Senior Revenue Shortfall or Remaining Revenue Shortfall;
- (d) the application of any Principal Deficiency Excess Revenue Amount; and
- (e) any loss arising as a result of a Secured Mortgage Loan becoming unsecured being an amount equal to the Current Balance of the Secured Mortgage Loan on any date after it becomes unsecured.

The Principal Deficiency Ledger will comprise eight sub-ledgers:

- (a) the Principal Deficiency Ledger relating to the Class A Notes (the **"Class A Principal Deficiency Sub-Ledger"**);
- (b) the Principal Deficiency Ledger relating to the Class B Notes (the **"Class B Principal Deficiency Sub-Ledger"**);
- (c) the Principal Deficiency Ledger relating to the Class C Notes (the **"Class C Principal Deficiency Sub-Ledger"**);

- (d) the Principal Deficiency Ledger relating to the Class D Notes (the “**Class D Principal Deficiency Sub-Ledger**”);
- (e) the Principal Deficiency Ledger relating to the Class E Notes (the “**Class E Principal Deficiency Sub-Ledger**”);
- (f) the Principal Deficiency Ledger relating to the Class F Notes (the “**Class F Principal Deficiency Sub-Ledger**”);
- (g) the Principal Deficiency Ledger relating to the Class Z Notes (the “**Class Z Principal Deficiency Sub-Ledger**”);
and
- (h) the Principal Deficiency Ledger relating to the VRR Loan (the “**VRR Loan Principal Deficiency Sub-Ledger**”),
(each a “**Principal Deficiency Sub-Ledger**”).

Losses or debits recorded on the Class A Principal Deficiency Sub-Ledger shall be recorded in respect of the Class A Notes. Losses or debits recorded on the Class B Principal Deficiency Sub-Ledger shall be recorded in respect of the Class B Notes. Losses or debits recorded on the Class C Principal Deficiency Sub-Ledger shall be recorded in respect of the Class C Notes. Losses or debits recorded on the Class D Principal Deficiency Sub-Ledger shall be recorded in respect of the Class D Notes. Losses or debits recorded on the Class E Principal Deficiency Sub-Ledger shall be recorded in respect of the Class E Notes. Losses or debits recorded on the Class F Principal Deficiency Sub-Ledger shall be recorded in respect of the Class F Notes. Losses or debits recorded on the Class Z Principal Deficiency Sub-Ledger shall be recorded in respect of the Class Z Notes. Losses or debits recorded on the VRR Loan Principal Deficiency Sub-Ledger shall be recorded in respect of the VRR Loan.

The Principal Deficiency Ledger will record as debit items any deemed principal losses in respect of the Secured Loans, as follows:

- (a) first, up to the PDL Maximum Amount in respect of the Class Z Notes, as debits on the Class Z Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (a) shall equal the VRR Proportion of amounts debited to the Class Z Principal Deficiency Sub-Ledger under this item (a);
- (b) second, up to the PDL Maximum Amount in respect of the Class F Notes, as debits on the Class F Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (b) shall equal the VRR Proportion of amounts debited to the Class F Principal Deficiency Sub-Ledger under this item (b);
- (c) third, up to the PDL Maximum Amount in respect of the Class E Notes, as debits on the Class E Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (c) shall equal the VRR Proportion of amounts debited to the Class E Principal Deficiency Sub-Ledger under this item (c);
- (d) fourth, up to the PDL Maximum Amount in respect of the Class D Notes, as debits on the Class D Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (d) shall equal the VRR Proportion of amounts debited to the Class D Principal Deficiency Sub-Ledger under this item (d);
- (e) fifth, up to the PDL Maximum Amount in respect of the Class C Notes, as debits on the Class C Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (e) shall equal the VRR Proportion of amounts debited to the Class C Principal Deficiency Sub-Ledger under this item (e);
- (f) sixth, up to the PDL Maximum Amount in respect of the Class B Notes, as debits on the Class B Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (f) shall equal the VRR Proportion of amounts debited to the Class B Principal Deficiency Sub-Ledger under this item (f); and

- (g) seventh, up to the PDL Maximum Amount in respect of the Class A Notes, as debits on the Class A Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger in proportions such that the amounts debited to the VRR Loan Principal Deficiency Sub-Ledger under this item (g) shall equal the VRR Proportion of amounts debited to the Class A Principal Deficiency Sub-Ledger under this item (g).

"PDL Maximum Amount" means, in respect of a Class of Notes, the Principal Amount Outstanding of such Class of Notes multiplied by (100/95).

On each Interest Payment Date, the Issuer shall apply the Pre-Enforcement Revenue Note Share available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments to extinguish or reduce any debit balance on the Principal Deficiency Sub-Ledger as follows:

- (a) first, provided that interest due on the Class A Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class A Principal Deficiency Sub-Ledger;
- (b) second, provided that interest due on the Class B Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class B Principal Deficiency Sub-Ledger;
- (c) third, provided that interest due on the Class C Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class C Principal Deficiency Sub-Ledger;
- (d) fourth, provided that interest due on the Class D Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class D Principal Deficiency Sub-Ledger;
- (e) fifth, provided that interest due on the Class E Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class E Principal Deficiency Sub-Ledger;
- (f) sixth, provided that interest due on the Class F Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class F Principal Deficiency Sub-Ledger; and
- (g) seventh, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class Z Principal Deficiency Sub-Ledger prior to payment of interest due on the Class Z Notes.

The Pre-Enforcement Revenue VRR Share will be applied in accordance with the Pre-Enforcement Revenue Priority of Payments to the VRR Loan Principal Deficiency Sub-Ledger to reduce the debit balance to zero.

On each Calculation Date, the Cash Manager will calculate the then Current Balance of the Principal Deficiency Ledger and will, on the immediately succeeding Interest Payment Date, apply excess Net Available Revenue Receipts to cure any debit entries. In the event that it is subsequently determined that the balance of the Principal Deficiency Ledger was calculated as being higher than was subsequently found to be the case (as a result of Secured Mortgage Loans in arrears being subsequently found to have been fully or partially cured or following any recoveries from defaulting Borrowers on enforcement of any Secured Mortgage Loan (including proceeds of sale of the relevant Property) which amounts have already been recorded as a debit to the Principal Deficiency Ledger), it may be the case that, on any Interest Payment Date, the portion of Net Available Revenue Receipts that is applied to cure a debit entry on the Principal Deficiency Ledger will be excessive for such purpose. In such circumstances, following the application of Net Available Revenue Receipts, the Principal Deficiency Ledger will have a negative balance (any such amount, the **"Principal Deficiency Excess"**). Any amounts equal to the balance of such Principal Deficiency Excess shall form part of the Available Revenue Receipts on the following Interest Payment Date, such amounts being **"Principal Deficiency Excess Revenue Amounts"**.

As part of the Available Revenue Receipts on each Interest Payment Date, the Issuer shall also apply any amount standing to the credit of the General Reserve Fund to extinguish or reduce any balance on the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger with proportionate applications to the VRR Loan Principal Deficiency Sub-Ledger (see *"Liquidity support provided by use of General Reserve Fund"* above).

Deposit Account

All monies held by the Issuer will be deposited in the Deposit Account in the first instance. The Deposit Account is maintained with the Deposit Account Bank. The Issuer (or the Cash Manager on its behalf) may invest sums standing to the credit of the Deposit Account in Authorised Investments.

Cash Manager

The Issuer has appointed the Cash Manager pursuant to the Cash Management Agreement. Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide certain cash management and other services to the Issuer. The Cash Manager's principal functions will be effecting payments to and from the Deposit Account and making corresponding calculations and determinations on behalf of the Issuer. See further the section entitled "*Cashflows and Cash Management*".

The Cash Manager may, with the prior written consent of the Issuer and the Trustee, appoint any person as its sub-contractor to carry out all or part of the cash management services subject to certain conditions, including that the Cash Manager shall not be released or discharged from any liability whatsoever under the Cash Management Agreement.

The Cash Management Agreement and any non-contractual obligations arising out of or in connection with the Cash Management Agreement will be governed by Irish law.

CASHFLOWS AND CASH MANAGEMENT

APPLICATION OF REVENUE RECEIPTS PRIOR TO SERVICE OF AN ENFORCEMENT NOTICE

Definition of Revenue Receipts

"**Revenue Receipts**" means payments received by the Issuer directly or from the Seller representing:

- (a) payments of interest (including Arrears of Interest and Accrued Interest but excluding (i) Capitalised Arrears and (ii) any Arrears of Interest, Accrued Interest and accrued fees and expenses forming part of the Current Balance as at the Cut-Off Date) and fees due from time to time under the Mortgage Loans;
- (b) recoveries of interest and outstanding fees (excluding Capitalised Arrears, if any) from defaulting Borrowers under Mortgage Loans being enforced;
- (c) recoveries of interest from defaulting Borrowers under Mortgage Loans in respect of which enforcement procedures have been completed (excluding any Trust Property to which the Seller is entitled);
- (d) the proceeds of the repurchase of any Mortgage Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement to the extent such proceeds are attributable to Accrued Interest, Arrears of Interest and other interest amounts in respect of the Mortgage Loans (excluding, for the avoidance of doubt, Capitalised Arrears) as at the relevant transfer date;
- (e) the proceeds of any indemnity payment received from the Seller in respect of any breach of any Mortgage Loan Warranty or any indemnity in respect of a Tracker Remediation Mortgage Loan pursuant to the Mortgage Sale Agreement to the extent such proceeds are attributable to Accrued Interest, Arrears of Interest and other interest amounts in respect of the Mortgage Loans;
- (f) any early repayment charges which have been paid by the Borrower in respect of the Mortgage Loans; and
- (g) any payments of any nature, including principal, interest and fees, received in respect of any Unsecured Loans from time to time (but excluding (i) Capitalised Arrears and (ii) any Arrears of Interest, Accrued Interest and account fees and expenses forming part of the Current Balance of any Unsecured Loan as at the Cut-Off Date).

As used in this section and in this Prospectus:

"**Accrued Interest**" means as at any date (the "**determination date**") on or after the Cut-Off Date and in relation to any Mortgage Loan, interest on such Mortgage Loan (not being interest which is currently payable on the determination date) which has accrued (but is not yet due and payable) from and including the Monthly Payment Date immediately prior to the determination date to and including the determination date.

"**Arrears of Interest**" means as at any date (the "**Determination Date**") on or after the Cut-Off Date and in relation to any Mortgage Loan, interest (which has not been capitalised) on such Mortgage Loan which is currently due, payable and unpaid.

"**Capitalised Arrears**" means, in relation to a Mortgage Loan, on any date, amounts which have become overdue in respect of that Mortgage Loan and which as at that date have been added to the Capital Balance of such Mortgage Loan in accordance with the Mortgage Conditions or with the Borrower's consent or in accordance with the Seller's normal charging practices and any applicable regulatory obligations.

"**Trust Property**" means the benefit of the rights, powers and covenants in the Trustee's favour contained in the Trust Deed and the other Transaction Documents and all proceeds derived therefrom.

Definition of Available Revenue Receipts

"**Available Revenue Receipts**" means, for each Interest Payment Date, an amount equal to the aggregate of (without double-counting):

- (a) the Revenue Receipts on the Mortgage Loans received by the Issuer during the immediately preceding Calculation Period which have been designated as Available Revenue Receipts by the Cash Manager in accordance with the Cash Management Agreement;
- (b) interest payable to the Issuer on the Deposit Account and income from any Authorised Investments in each case received during the immediately preceding Calculation Period;
- (c) any amounts withdrawn from the Senior Reserve Fund to remedy a Senior Revenue Shortfall;
- (d) any amounts withdrawn from the General Reserve Fund to remedy a Revenue Shortfall;
- (e) any Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall or a Remaining Revenue Shortfall;
- (f) any Principal Receipts applied as Principal Deficiency Excess Revenue Amounts;
- (g) on the Final Rated Note Distribution Date, the General Reserve Fund Residual Amount;
- (h) amounts received by the Issuer under or in connection with the Interest Rate Cap Agreement, other than amounts that must be otherwise applied under the IRC Collateral Account Priority of Payments;
- (i) any Senior Reserve Fund Excess Amounts; and
- (j) other net income of the Issuer received during the immediately preceding Calculation Period (other than any Principal Receipts).

Senior Reserve Fund and Senior Reserve Fund Ledger

On the Closing Date, the Issuer will apply a portion of the proceeds of issue of the Class Z Notes and a portion of the proceeds of the VRR Loan in the sum of €5,407,957.89 being an amount equal to 2 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes as at the Closing Date (the "**Initial Senior Reserve Fund Required Amount**") and will credit such amount to the Deposit Account for the purposes of establishing a senior reserve (the "**Senior Reserve Fund**").

The Cash Manager will maintain a ledger pursuant to the Cash Management Agreement to record the balance from time to time of the Senior Reserve Fund (the "**Senior Reserve Fund Ledger**").

The "**Senior Reserve Fund Required Amount**" means:

- (a) on any Interest Payment Date up to (but excluding) the earlier of (x) the Interest Payment Date on which the Class B Notes are redeemed in full and (y) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured Mortgage Loans as at the Closing Date, an amount equal to the greater of:
 - (i) the product of (A) 2 per cent. and (B) (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the relevant Interest Payment Date; and
 - (ii) the product of (A) 1 per cent. and (B) (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; or
- (b) thereafter, zero.

After the Closing Date, the Senior Reserve Fund will be replenished on each Interest Payment Date up to the Senior Reserve Fund Required Amount from Available Revenue Receipts in accordance with items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments. Any such replenishment shall be recorded as a credit on the Senior Reserve Ledger.

If, on any Interest Payment Date, the funds credited to the Senior Reserve Fund (having taken into account any funds applied on such Interest Payment Date to remedy a Senior Revenue Shortfall) exceed the Senior Reserve Fund Required Amount, the excess (being the "**Senior Reserve Fund Excess Amounts**") shall form part of the Available Revenue Receipts to be distributed on such Interest Payment Date.

On the earlier of the date (i) of the redemption in full of the Class B Notes or (ii) of the aggregate Current Balance of the Secured Mortgage Loans being less than one per cent of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, the Issuer will not be required to maintain the Senior Reserve Fund and the Senior Reserve Fund Required Amount will be zero, at which point, amounts standing to the credit of the Senior Reserve Fund (being the "**Senior Reserve Fund Residual Amounts**") will be used as Available Principal Receipts and shall be applied in accordance with the Pre-Enforcement Principal Priority of Payments.

General Reserve Fund and General Reserve Fund Ledger

On the Closing Date, the Issuer will apply a portion of the proceeds of issue of the Class Z Notes and a portion of the proceeds of the VRR Loan in the sum of €895,600 being an amount equal to 2 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the Closing Date) (the "**Initial General Reserve Fund Required Amount**") and will credit such amount to the Deposit Account for the purposes of establishing a general reserve (the "**General Reserve Fund**").

The Cash Manager will maintain a ledger pursuant to the Cash Management Agreement to record the balance from time to time of the General Reserve Fund (the "**General Reserve Fund Ledger**").

The "**General Reserve Fund Required Amount**" means an amount equal to

- (a) on any Interest Payment Date up to (but excluding) the date that the Class F Notes are redeemed in full, an amount equal to the product of (x) 2 per cent.; and (y) (100/95) of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; and
- (b) thereafter, zero.

After the Closing Date, the General Reserve Fund will be replenished on each Interest Payment Date up to the General Reserve Fund Required Amount from Available Revenue Receipts in accordance with items (e)(xiv) and (f)(xiv) of the Pre-Enforcement Revenue Priority of Payments. Any such replenishment shall be recorded as a credit on the General Reserve Ledger.

If, on any Interest Payment Date, the funds credited to the General Reserve Fund (having taken into account any funds applied on such Interest Payment Date to remedy a Revenue Shortfall) exceed the General Reserve Fund Required Amount, the excess (being the "**General Reserve Fund Excess Amounts**") shall form part of the Available Revenue Receipts to be distributed on such Interest Payment Date.

Following redemption in full of the Rated Notes, the Issuer will not be required to maintain the General Reserve Fund and the General Reserve Fund Required Amount will be zero. Any amounts standing to the credit of the General Reserve Fund following redemption in full of the Rated Notes will be used as Available Revenue Receipts and shall be applied in accordance with the Pre-Enforcement Revenue Priority of Payments.

Use of General Reserve Fund Residual Amount to redeem the Notes on the Final Rated Note Distribution Date.

On the Final Rated Note Distribution Date, to the extent that the General Reserve Fund Residual Amount plus all Principal Receipts in respect of the Mortgage Loans received by the Issuer during the immediately preceding Calculation Period is greater than the Principal Amount Outstanding of the Rated Notes, such amounts will be applied as Available Principal Receipts and used to redeem the Notes on such Interest Payment Date.

The "**Final Rated Note Distribution Date**" means the Interest Payment Date on which the General Reserve Fund Residual Amount plus all Principal Receipts on the Mortgage Loans received by the Issuer during the immediately preceding Calculation Period is greater than or equal to the Principal Amount Outstanding of the Rated Notes.

The "**General Reserve Fund Residual Amount**" means, with respect to any Interest Payment Date, the amount standing to the credit of the General Reserve Fund minus any amount to be applied to make up a Revenue Shortfall on such Interest Payment Date pursuant to item (d) of the definition of Available Revenue Receipts.

Application of Available Revenue Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer

On each Interest Payment Date (or in respect of items (a) and (b) below, on any date) prior to the service of an Enforcement Notice by the Trustee on the Issuer, the Cash Manager (on behalf of the Issuer) is required pursuant to the terms of the Cash Management Agreement to apply Available Revenue Receipts in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the "**Pre-Enforcement Revenue Priority of Payments**"):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any fees, costs, charges, liabilities, expenses and all other amounts then due and payable or to become due and payable in the immediately succeeding Interest Period to the Trustee or any Appointee under the provisions of the Trust Deed and the other Transaction Documents together with (if payable) VAT thereon as provided therein;
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Reference Agent, the Registrar and the Paying Agents and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein;
 - (ii) any remuneration then due and payable to the Deposit Account Bank and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to it under the provisions of the Deposit Account Bank Agreement, together with (if payable) VAT thereon as provided therein;
 - (iii) any remuneration then due and payable to the Replacement Administrator Facilitator and any costs, charges, liabilities and expenses then due and payable to the Replacement Administrator Facilitator or to become due and payable in the immediately succeeding Interest Period to it under the provisions of the Administration Agreement, together with (if payable) VAT thereon as provided therein;
 - (iv) any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due and payable to the Cash Manager or to become due and payable in the immediately succeeding Interest Period to it under the provisions of the Cash Management Agreement, together with (if payable) VAT thereon as provided therein;
 - (v) any remuneration then due and payable to the Corporate Services Provider and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to it under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as provided therein; and
 - (vi) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) or necessary to provide for any such amounts expected to become due and payable by the Issuer in the immediately succeeding Interest Period including, but not limited to, audit fees, legal fees, tax compliance fees and anticipated winding-up costs of the Issuer and any amounts required to pay or discharge any liability of the Issuer to VAT or corporation tax or

other tax (which cannot be met out of amounts retained previously by the Issuer as profit under item (c) below);

(vii) any Transfer Costs which the Administrator has failed to pay;

(c) *third*, to pay the Issuer an amount equal to the Issuer Profit Amount;

(d) *fourth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any amounts due and payable to the Administrator and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to it under the provisions of the Administration Agreement (including any indemnity payments), together with (if payable) VAT thereon as provided therein;

(e) *fifth*, in an amount equal to the Pre-Enforcement Revenue Note Share, simultaneously and *pari passu* with items (f)(i) to (f) (xx) of this Pre-Enforcement Revenue Priority of Payments:

(i) *first*, in or towards payment of interest due and payable on the Class A Notes to the holders of the Class A Notes;

(ii) *second*, to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;

(iii) *third*, in or towards payment of interest due and payable on the Class B Notes to the holders of the Class B Notes;

(iv) *fourth*, (for so long as the Class B Notes will remain outstanding following such Interest Payment Date) to credit the Senior Reserve Fund up to 95 per cent. of the Senior Reserve Fund Required Amount;

(v) *fifth*, to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;

(vi) *sixth*, in or towards payment of interest due and payable on the Class C Notes (including any Deferred Interest and Additional Interest thereon) to the holders of the Class C Notes;

(vii) *seventh*, to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;

(viii) *eighth*, in or towards payment of interest due and payable on the Class D Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments) to the holders of the Class D Notes;

(ix) *ninth*, to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;

(x) *tenth*, in or towards payment of interest due and payable on the Class E Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments) to the holders of the Class E Notes;

(xi) *eleventh*, to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;

(xii) *twelfth*, in or towards payment of interest due and payable on the Class F Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments) to the holders of the Class F Notes;

- (xiii) *thirteenth*, to credit the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;
 - (xiv) *fourteenth*, (for so long as any Rated Notes will remain outstanding following such Interest Payment Date), to credit the General Reserve Fund up to 95 per cent. of the General Reserve Fund Required Amount;
 - (xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, in or towards payment of any amount due as a Class D Additional Note Payment to the holders of the Class D Notes;
 - (xvi) *sixteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, in or towards payment of any amount due as a Class E Additional Note Payment to the holders of the Class E Notes;
 - (xvii) *seventeenth*, on and from the Interest Payment Date immediately following the Step-Up Date, in or towards payment of any amount due as a Class F Additional Note Payment to the holders of the Class F Notes;
 - (xviii) *eighteenth*, to credit the Class Z Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;
 - (xix) *nineteenth*, on the Step-Up Date and each Interest Payment Date thereafter on which the Rated Notes remain outstanding, the balance of the Pre-Enforcement Revenue Note Share following application in accordance with items (e)(i) to (e)(xviii) above to be applied as Available Principal Receipts; and
 - (xx) *twentieth*, in or towards satisfaction *pro rata* and *pari passu*, of the Class Z Note Interest Amount on the Class Z Notes (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations under items (a) to (e)(ix) above).
- (f) *sixth*, in an amount equal to the Pre-Enforcement Revenue VRR Share, to be paid simultaneously and *pari passu* with items (e)(i) to (e)xx of this Pre-Enforcement Revenue Priority of Payments:
- (i) *first*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(i) above;
 - (ii) *second*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item (e)(ii) above;
 - (iii) *third*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(iii);
 - (iv) *fourth*, (for so long as the Class B Notes will remain outstanding following such Interest Payment Date) to credit the Senior Reserve Fund up to 5 per cent. of the Senior Reserve Fund Required Amount in an amount equal to the VRR Proportion of amounts paid under item (e)(iv) above;
 - (v) *fifth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(v) above;
 - (vi) *sixth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(vi) above;
 - (vii) *seventh*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(vii) above;

- (viii) *eighth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(viii) above;
- (ix) *ninth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(ix) above;
- (x) *tenth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(x) above;
- (xi) *eleventh*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xi) above;
- (xii) *twelfth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xii) above;
- (xiii) *thirteenth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xiii) above;
- (xiv) *fourteenth*, (for so long as any Rated Notes will remain outstanding following such Interest Payment Date) to credit the General Reserve Fund up to 5 per cent. of the General Reserve Fund Required Amount in an amount equal to the VRR Proportion of amounts paid under item (e)(xiv) above;
- (xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xv);
- (xvi) *sixteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xvi) above;
- (xvii) *seventeenth*, on and from the Interest Payment Date immediately following the Step-Up Date, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xvii) above;
- (xviii) *eighteenth*, to credit the VRR Loan Principal Deficiency Sub-Ledger in an amount up to the VRR Proportion of amounts paid under item(e)(xviii) above;
- (xix) *nineteenth*, on the Step-Up Date and each Interest Payment Date thereafter on which the Rated Notes remain outstanding, the balance of the Pre-Enforcement Revenue VRR Share following application in accordance with items ((f)(i) to (f)(xviii) above, to be applied as Available Principal Receipts; and
- (xx) *twentieth*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (e)(xx) above.

As used in this section and elsewhere in this Prospectus:

"Net Available Revenue Receipts" means the Available Revenue Receipts after application towards the Pre-Enforcement Revenue Senior Expenses.

"Pre-Enforcement Revenue Note Share" means 95% of the Net Available Revenue Receipts.

"Pre-Enforcement Revenue Senior Expenses" means items (a) to (d) of the Pre-Enforcement Revenue Priority of Payments.

"Pre-Enforcement Revenue VRR Share" means 5% of the Net Available Revenue Receipts.

APPLICATION OF PRINCIPAL RECEIPTS PRIOR TO SERVICE OF AN ENFORCEMENT NOTICE

Definition of Principal Receipts

"Principal Receipts" means payments received by the Issuer representing:

- (a) any payment in respect of principal received in respect of any Secured Mortgage Loan (including Capitalised Arrears and Capitalised Expenses but (subject to (h) below) excluding Accrued Interest and Arrears of Interest);
- (b) recoveries of principal from defaulting Borrowers on enforcement of any Secured Mortgage Loan (including the proceeds of sale of the relevant Property but excluding any Trust Property to which the Seller is entitled);
- (c) any payment pursuant to any Insurance Policy in respect of a Property in connection with a Secured Mortgage Loan in the Mortgage Portfolio;
- (d) recoveries of principal on redemption (including partial redemption) of any Secured Mortgage Loan;
- (e) proceeds of the repurchase of any Secured Mortgage Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement (to the extent such proceeds are not attributable to interest amounts in respect of the Secured Mortgage Loans as at the relevant transfer date);
- (f) the proceeds of any indemnity payment received from the Seller in respect of any breach of any Mortgage Loan Warranty or any indemnity in respect of a Tracker Remediation Mortgage Loan pursuant to the Mortgage Sale Agreement (to the extent representing principal);
- (g) amounts representing the Portfolio Option Purchase Price received by the Issuer upon sale of the Mortgage Portfolio pursuant to the exercise of the Portfolio Option;
- (h) any payment in respect of Accrued Interest, Arrears of Interest and accrued fees and expenses forming part of the Current Balance as at the Cut-Off Date in respect of any Mortgage Loan; and
- (i) any other payments received which are not classified as Revenue Receipts.

"Capitalised Expenses" means for any Mortgage Loan at any date, expenses which have become overdue in respect of that Mortgage Loan and which as at that date have been added to the Capital Balance of that Mortgage Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower.

Definition of Available Principal Receipts

"Available Principal Receipts" means for any Interest Payment Date (without double counting):

- (a) all Principal Receipts received by the Issuer during the immediately preceding Calculation Period;
- (b) the amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date;
- (c) on and from the Step-Up Date, any Available Revenue Receipts which are available to it to be applied as Available Principal Receipts pursuant to items (e)(xix) and (f)(xix) of the Pre-Enforcement Revenue Priority of Payments; and
- (d) on any Interest Payment Date up to (but excluding) the earlier of (i) the Interest Payment Date on which the Class B Notes are redeemed in full and (ii) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, any amounts standing to the credit of the Senior Reserve Fund,

less the amount of Principal Receipts applied as Principal Deficiency Excess Revenue Amounts pursuant to paragraph (f) of the definition of Available Revenue Receipts (such amounts to constitute Available Revenue

Receipts). The Issuer shall pay or provide for amounts due under the Pre-Enforcement Revenue Priority of Payments before paying amounts due under the Pre-Enforcement Principal Priority of Payments.

Application of Available Principal Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer

Prior to the service of an Enforcement Notice on the Issuer by the Trustee, the Cash Manager (on behalf of the Issuer) is required pursuant to the terms of the Cash Management Agreement to apply Available Principal Receipts on each Interest Payment Date in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the "**Pre-Enforcement Principal Priority of Payments**"):

- (a) *first*, to be applied as Available Revenue Receipts to remedy any Remaining Senior Revenue Shortfall or Remaining Revenue Shortfall;
- (b) *second*, in an amount up to the Pre-Enforcement Principal Note Share, simultaneously and *pari passu* with the payments under items (c)(i) and (c)(ii) of this Pre-Enforcement Principal Priority of Payments in sequential order:
 - (i) *first*, to redeem the Class A Notes until the Class A Notes have been redeemed in full;
 - (ii) *second*, to redeem the Class B Notes until the Class B Notes have been redeemed in full;
 - (iii) *third*, to redeem the Class C Notes until the Class C Notes have been redeemed in full;
 - (iv) *fourth*, to redeem the Class D Notes until the Class D Notes have been redeemed in full;
 - (v) *fifth*, to redeem the Class E Notes until the Class E Notes have been redeemed in full;
 - (vi) *sixth*, to redeem the Class F Notes until the Class F Notes have been redeemed in full;
 - (vii) *seventh*, to redeem the Class Z Notes until the Class Z Notes have been redeemed in full; and
 - (viii) any remainder to form part of Available Revenue Receipts; and
- (c) *third*, in an amount up to the Pre-Enforcement Principal VRR Share simultaneously and *pari passu* with the payments under items (b)(i) to (b)(viii) of this Pre-Enforcement Principal Priority of Payments in sequential order:
 - (i) *first*, to make a payment *pro rata* and *pari passu* to the VRR Lender in an amount equal to the VRR Proportion of the aggregate amount paid under items (b)(i) to (b)(vii) of the Pre-Enforcement Principal Priority of Payments; and
 - (ii) *second*, any remainder to form part of Available Revenue Receipts.

As used in this section and in this Prospectus:

"**Pre-Enforcement Principal Note Share**" means 95 per cent. of the Net Available Principal Receipts.

"**Pre-Enforcement Principal VRR Share**" means 5 per cent. of the Net Available Principal Receipts.

APPLICATION OF REVENUE RECEIPTS, PRINCIPAL RECEIPTS AND OTHER MONIES OF THE ISSUER FOLLOWING THE SERVICE OF AN ENFORCEMENT NOTICE

Following the service of an Enforcement Notice by the Trustee on the Issuer, the Trustee (or the Cash Manager on its behalf or a Receiver) will apply all monies held in the Charged Accounts and all amounts received or recovered following service of an Enforcement Notice (not including any amount standing to the credit of the IRC Collateral Account (other than the IRC Collateral Account Surplus)) (the "**Post-Enforcement Receipts**") in the following order of priority (the "**Post-Enforcement Priority of Payments**" and, together with the Pre-Enforcement Revenue Priority

of Payments and the Pre-Enforcement Principal Priority of Payments, the "**Priorities of Payments**" and each, a "**Priority of Payments**"):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Trustee or any Appointee or Receiver under the provisions of the Trust Deed, the Deed of Charge and the other Transaction Documents, together with (if payable) VAT thereon as provided therein; and
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Reference Agent, the Registrar and the Paying Agents and any costs, charges, liabilities and expenses then due and payable to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein;
 - (ii) any remuneration then due and payable to the Deposit Account Bank under the Deposit Account Bank Agreement and any costs, charges, liabilities and expenses then due and payable to it under the provisions of the Deposit Account Bank Agreement, together with (if payable) VAT thereon as provided therein;
 - (iii) any remuneration then due and payable to the Replacement Administrator Facilitator under the Administration Agreement and any costs, charges, liabilities and expenses then due and payable to it under the provisions of the Administration Agreement, together with (if payable) VAT thereon as provided therein;
 - (iv) any amounts then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due and payable to it under the provisions of the Cash Management Agreement, together with (if payable) VAT thereon as provided therein;
 - (v) any amounts then due and payable to the Corporate Services Provider and any costs, charges, liabilities and expenses then due and payable to it under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as provided therein;
 - (vi) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere), including, but not limited to, audit fees, legal fees, tax compliance fees and anticipated winding-up costs of the Issuer;
 - (vii) any amounts required by the Issuer to pay or discharge any liability of the Issuer to VAT, corporation tax or other tax (which cannot be made out of the Issuer Profit Amount retained previously by the Issuer;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any amounts due and payable to the Administrator and any costs, charges, liabilities and expenses then due and payable to it under the provisions of the Administration Agreement, together with (if payable) VAT thereon as provided therein;
- (d) *fourth*, in an amount up to the Post-Enforcement Note Share, simultaneously and *pari passu* with the payments under items (e)(i) to (e)(xvii) of this Post-Enforcement Priority of Payments:
 - (i) *first*, to pay interest due and payable on the Class A Notes (including any Deferred Interest and Additional Interest thereon);
 - (ii) *second*, to pay principal due and payable on the Class A Notes in full;
 - (iii) *third*, to pay interest due and payable on the Class B Notes (including any Deferred Interest and Additional Interest thereon);

- (iv) *fourth*, to pay principal due and payable on the Class B Notes;
 - (v) *fifth*, to pay interest due and payable on the Class C Notes (including any Deferred Interest and Additional Interest thereon);
 - (vi) *sixth*, to pay principal due and payable on the Class C Notes;
 - (vii) *seventh*, to pay interest due and payable on the Class D Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments);
 - (viii) *eighth*, to pay principal due and payable on the Class D Notes;
 - (ix) *ninth*, to pay interest due and payable on the Class E Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments);
 - (x) *tenth*, to pay principal due and payable on the Class E Notes;
 - (xi) *eleventh*, to pay interest due and payable on the Class F Notes (including any Deferred Interest and Additional Interest thereon but excluding any Additional Note Payments);
 - (xii) *twelfth*, to pay principal due and payable on the Class F Notes;
 - (xiii) *thirteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as a Class D Additional Note Payment;
 - (xiv) *fourteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as a Class E Additional Note Payment;
 - (xv) *fifteenth*, on and from the Interest Payment Date immediately following the Step-Up Date, amounts due as a Class F Additional Note Payment;
 - (xvi) *sixteenth*, to pay the Class Z Note Interest Amount due and payable on the Class Z Notes; and
 - (xvii) *seventeenth*, to pay principal due and payable on the Class Z Notes; and
- (e) *fifth*, in an amount up to the Post-Enforcement VRR Share, simultaneously and *pari passu* with the payments under items (d)(i) to (d)(xvii) of the Post-Enforcement Priority of Payments:
- (i) *first*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(i) above;
 - (ii) *second*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(ii) above;
 - (iii) *third*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(iii) above;
 - (iv) *fourth*, to pay principal due and payable on the VRR Loan in an amount to the VRR Proportion of amounts paid under item (d)(iv) above;
 - (v) *fifth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(v) above;
 - (vi) *sixth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(vi) above;

- (vii) *seventh*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(vii) above;
- (viii) *eighth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(viii) above;
- (ix) *ninth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(ix) above;
- (x) *tenth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(x) above;
- (xi) *eleventh*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xi) above;
- (xii) *twelfth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(xii) above;
- (xiii) *thirteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xiii) above;
- (xiv) *fourteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xiv) above;
- (xv) *fifteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xv) above;
- (xvi) *sixteenth*, to make a payment to the VRR Lender in an amount equal to the VRR Proportion of amounts paid under item (d)(xvi) above; and
- (xvii) *seventeenth*, to pay principal due and payable on the VRR Loan in an amount equal to the VRR Proportion of amounts paid under item (d)(xvii) above.

As used in this section and in this Prospectus:

"Net Post-Enforcement Available Receipts" means the Post-Enforcement Receipts remaining after application of the Post-Enforcement Senior Expenses.

"Post-Enforcement Note Share" means 95% of the Net Post-Enforcement Available Receipts.

"Post-Enforcement Senior Expenses" means items (a), (b) and (c) of the Post-Enforcement Priority of Payments.

"Post-Enforcement VRR Share" means 5% of the Net Post-Enforcement Available Receipts.

IRC COLLATERAL

In the event that the Interest Rate Cap Provider is required to transfer collateral to the Issuer in respect of its obligations under the Interest Rate Cap Agreement in accordance with the terms of the Credit Support Annex of the Interest Rate Cap Agreement (the "**IRC Credit Support Annex**"), including collateral posted following an IRC Provider Downgrade Event, that collateral (and any interest and/or distributions earned thereon) (together, "**IRC Collateral**") will be credited to a separate cap collateral account (the "**IRC Collateral Account**") and credited to the ledger maintained by the Cash Manager to record the balance from time to time of IRC Collateral (the "**IRC Collateral Ledger**"). In addition, (i) upon any early termination in whole of the Interest Rate Cap Agreement as a result of the default or termination by the Interest Rate Cap Provider or otherwise, any termination payment received by the Issuer from the outgoing Interest Rate Cap Provider or (ii) any IRC Tax Credits, in each case, will be credited to the IRC Collateral Account and recorded on the IRC Collateral Ledger.

Amounts and securities standing to the credit of the IRC Collateral Account (including interest, distributions and redemption or sale proceeds thereon or thereof) and recorded on the IRC Collateral Ledger will not be available for the Issuer or the Trustee to make payments to the Secured Creditors generally, but may be applied by the Cash Manager (on behalf of the Issuer) only in accordance with the following provisions (the "**IRC Collateral Account Priority of Payments**"):

- (a) to pay an amount equal to any IRC Tax Credits received by the Issuer to the relevant Interest Rate Cap Provider as soon as reasonably practicable after receipt by the Issuer;
- (b) prior to the designation of an Early Termination Date (as defined in the Interest Rate Cap Agreement), in respect of the Interest Rate Cap Agreement, solely in or towards payment or discharge of any Return Amounts, Interest Amounts and Distributions (each as defined in the IRC Credit Support Annex), on any day, directly to the Interest Rate Cap Provider
- (c) following the designation of an Early Termination Date in respect of the Interest Rate Cap Agreement for any reason, subject to making any termination payment due by the Issuer to the Interest Rate Cap Provider when due in accordance with the Interest Rate Cap Agreement, amounts standing to the credit of the IRC Collateral Account will be paid in the following order of priority:
 - (A) where the Issuer enters into a Replacement IRC Agreement by no later than 30 Business Days after the Early Termination Date of the Interest Rate Cap Agreement, on the day on which such Replacement IRC Agreement is entered into:
 - (i) *first*, in or towards payment of a Replacement IRC Amount (if any) payable by the Issuer to a replacement interest rate cap provider in order to enter into a Replacement IRC Agreement;
 - (ii) *second*, the surplus (if any) on such day to be transferred to the Deposit Account to be applied as Available Revenue Receipts;
 - (B) where the Issuer does not enter into a Replacement IRC Agreement in respect of the Interest Rate Cap Agreement by no later than 30 Business Days after the Early Termination Date of the Interest Rate Cap Agreement, if amounts remain standing to the credit of a IRC Collateral Account, such amounts may be applied only in accordance with the following provisions:
 - (i) *first*, in or towards payment of a Replacement IRC Amount (if any) payable by the Issuer to a replacement interest rate cap provider in order to enter into a Replacement IRC Agreement; and
 - (ii) *second*, any surplus remaining after payment of such Replacement IRC Amount to be transferred to the Deposit Account to be applied as Available Revenue Receipts.

For so long as the Issuer does not enter into a Replacement IRC Agreement, (but, for the avoidance of doubt, subject to having made any termination payment to the Interest Rate Cap Provider when due in accordance with the Interest Rate Cap Agreement) on each payment date under the Interest Rate Cap Agreement, the Issuer (or the Cash Manager on its behalf) will be permitted to withdraw an amount from the IRC Collateral Account (which shall be debited to the IRC Collateral Ledger), equal to any amount due from the Interest Rate Cap Provider pursuant to the terms of the Interest Rate Cap Agreement on such payment date but for the designation of an Early Termination Date under the Interest Rate Cap Agreement, such surplus to be transferred to the Deposit Account to be applied as Available Revenue Receipts; provided that for so long as the Issuer does not enter into a Replacement IRC Agreement on or prior to the earlier of:

- (A) the Interest Determination Date immediately before the Interest Payment Date on which the Principal Amount Outstanding of all Rated Notes would be reduced to zero (taking into account any IRC Collateral Account Surplus to be applied as Available Revenue Receipts on such Interest Payment Date); or

(B) the day on which an Enforcement Notice is given pursuant to Condition 13 (Events of Default);

then the amount standing to the credit of such IRC Collateral Account on such day shall be transferred to the Deposit Account to be applied as Available Revenue Receipts as soon as reasonably practicable thereafter.

The IRC Euro Cash Collateral Account will be opened in the name of the Issuer with the Deposit Account Bank. Any additional IRC Collateral Account that may be required to be opened from time to time shall be opened in the name of the Issuer in accordance with the Interest Rate Cap Agreement, the Deposit Account Bank Agreement or any other account bank agreement and/or custody agreement which shall include certain conditions as stipulated under the Interest Rate Cap Agreement, as applicable. Any IRC Collateral Account and an IRC Collateral Ledger will be established and maintained in respect of the Interest Rate Cap Agreement. As security for the payment of all monies payable in respect of the Notes and the other Secured Obligations, the Issuer will grant a first fixed charge over the Issuer's interest in the IRC Collateral Account and the debts represented thereby (which may, however, take effect as a floating charge and therefore rank behind the claims of any preferential creditors of the Issuer).

"IRC Collateral Account" means the IRC Euro Cash Collateral Account and any other separate interest rate cap collateral account opened by the Issuer.

"IRC Collateral Account Surplus" means the amounts applied as Available Revenue Receipts pursuant to the IRC Collateral Account Priority of Payments.

"IRC Euro Cash Collateral Account" means a euro cash collateral account in the name of the Issuer held with the Deposit Account Bank pursuant to the Deposit Account Bank Agreement.

"IRC Provider Downgrade Event" means the occurrence of an Additional Termination Event (as defined in the Interest Rate Cap Agreement) following the failure by the Interest Rate Cap Provider to comply with the Cap Required Ratings.

"IRC Tax Credits" means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Interest Rate Cap Provider to the Issuer under the terms of the Interest Rate Cap Agreement.

"Replacement IRC Agreement" means an agreement between the Issuer and a replacement interest rate cap provider to replace the Interest Rate Cap Agreement.

"Replacement IRC Amount" means an amount paid or to be paid by the Issuer to a replacement interest rate cap provider, upon entry by the Issuer into a Replacement IRC Agreement.

DESCRIPTION OF THE NOTES IN GLOBAL FORM

General

The Notes of each class will be offered and sold outside the United States to persons that are not U.S. persons in reliance on Regulation S under the Securities Act and will be represented on issue by one or more Global Notes of such class in fully registered form without interest coupons or principal receipts attached (each a "**Global Note**"). Beneficial interests in a Global Note may only be held through Euroclear or Clearstream, Luxembourg or their participants at any time.

All capitalised terms not defined in this paragraph shall be as defined in the Conditions of the Notes.

The Global Notes will be deposited on or about the Closing Date with a common safekeeper for both Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**").

The Global Notes will be registered in the name of a nominee for the Common Safekeeper. The Issuer will procure the Registrar to maintain a register in which it will register the nominee for the Common Safekeeper as the owner of the Global Notes.

Upon confirmation by the Common Safekeeper that it has custody of the Global Notes, Euroclear or Clearstream, Luxembourg, as the case may be, will record book-entry interests representing beneficial interests (the "**Book-Entry Interests**") in the Global Notes attributable thereto.

Book-Entry Interests in respect of Global Notes will be recorded in denominations of €100,000 and, for so long as Euroclear or Clearstream, Luxembourg so permit integral multiples of €1,000 in excess thereof (a "**Minimum Denomination**"). Ownership of Book-Entry Interests is limited to persons that have accounts with Euroclear or Clearstream, Luxembourg ("**Participants**") or persons that hold interests in the Book-Entry Interests through Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants shall also include persons that hold beneficial interests through such Indirect Participants. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Arranger and the Lead Manager. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee of the Common Safekeeper is the registered holder of the Global Notes underlying the Book-Entry Interests, the nominee of the Common Safekeeper will be considered the sole Noteholder of the Global Note for all purposes under the Trust Deed. Except as set forth under "*Issuance of Definitive Certificates*", below, Participants or Indirect Participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes under the Trust Deed. See "*Action in Respect of the Global Note and the Book-Entry Interests*", below.

Unlike legal owners or holders of the Notes, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable,

their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Global Notes, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Definitive Certificates are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by Euroclear or Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

Unless and until Book-Entry Interests in the Global Notes are exchanged for Definitive Certificates, the Global Notes registered in the name of the Common Safekeeper may not be transferred except as a whole by the Common Safekeeper to a successor of the Common Safekeeper.

Purchasers of Book-Entry Interests in a Global Note pursuant to Regulation S under the Securities Act will hold Book-Entry Interests in the Global Notes relating thereto. Investors may hold their Book-Entry Interests in respect of a Global Note directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set forth under "*Transfers and Transfer Restrictions*", below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in each Global Note, as the case may be, on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Trading between Euroclear and/or Clearstream, Luxembourg participants

Secondary market sales of book-entry interests in the notes held through Euroclear or Clearstream, Luxembourg to purchasers of book-entry interests in the notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds.

Payments on the Global Notes

Payment of principal and interest on, and any other amount due in respect of, the Global Notes will be made in Euros by or to the order of The Bank of New York Mellon, London Branch as the Principal Paying Agent on behalf of the Common Safekeeper or its nominee as the registered holder thereof. Each holder of Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the Common Safekeeper or its nominees in respect of those Book-Entry Interests. All such payments will be distributed without deduction or withholding for or on account of any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date, Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders for the purposes of making payments to the Noteholders. The record date, in respect of the Notes shall be one Clearing System Business Day prior to the relevant Interest Payment Date where "**Clearing System Business Day**" means a day on which each clearing system for which the Notes are being held is open for business. The Issuer expects that payments by Participants to owners of interests in Book-Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arranger, the Lead Manager or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of a Participant's ownership of Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

Euroclear and Clearstream, Luxembourg each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer or the Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that any Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the nominee of the Common Safekeeper and, upon final payment, will surrender such Global Note (or portion thereof) to or to the order of the Principal Paying Agent for cancellation. Appropriate entries will be made in the Register. The redemption price payable in connection with the redemption of Book-Entry Interests will be equal to the amount received by the Principal Paying Agent in connection with the redemption of the Global Note (or portion thereof) relating thereto. For any redemptions of the Global Note in part, selection of the relevant Book-Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a *pro rata* basis (or on such basis as Euroclear or Clearstream, Luxembourg, as the case may be, deems fair and appropriate). Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

All Notes redeemed in full will be cancelled forthwith by the Issuer and may not be reissued or resold.

Transfers and Transfer Restrictions

All transfer of Book-Entry Interests will be recorded with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to the customary procedures established by each respective system and its Participants.

Beneficial interests in the Global Notes may be held only through Euroclear and Clearstream, Luxembourg. Neither the Global Notes nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set forth in the legend appearing in the Global Notes.

Settlement and transfer of notes

Subject to the rules and procedures of each applicable clearing system, purchases of notes held within a clearing system must be made by or through Participants, which will receive a credit for such notes on the clearing system's records. The ownership interest of each actual purchaser of each such note (the "**beneficial owner**") will in turn be recorded on the Participant's records. Beneficial owners will not receive written confirmation from any clearing system of their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct and Indirect Participant through which such beneficial owner entered into the transaction. Transfers of ownership interests in notes held within the clearing system will be effected by entries made on the books of Participants acting on behalf of beneficial owners. **Beneficial owners will not receive individual notes representing their ownership interests in such notes unless use of the book-entry system for the notes described in this section is discontinued.**

No clearing system has knowledge of the actual beneficial owners of the notes held within such clearing system and their records will reflect only the identity of the direct participants to whose accounts such notes are credited, which may or may not be the beneficial owners. Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the clearing systems to Direct Participants, by Direct Participants to indirect participants, and by Direct Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants. See "*General*", above.

Issuance of Definitive Certificates

Holders of Book-Entry Interests in the Global Note will be entitled to receive certificates evidencing definitive notes in registered form ("**Definitive Certificates**") in exchange for their respective holdings of Book-Entry Interests if (a) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business and do so cease to do business and no alternative clearing system satisfactory to the Trustee is available or (b) as a result of any amendment to, or change in, the laws or regulations of Ireland (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive form.

Any Definitive Certificates issued in exchange for Book-Entry Interests in a Global Note will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Book Entry Interests. Holders of Definitive Certificates issued in exchange for Book-Entry Interests in a Global Note, as the case may be, will not be entitled to exchange such Definitive Certificate, for Book-Entry Interests in a Global Note. Any Notes issued in definitive form will be issued in registered form only and will be subject to the provisions set forth under "*Transfers and Transfer Restrictions*" above provided that no transfer shall be registered for a period of 15 days immediately preceding any due date for payment in respect of the Note or, as the case may be, the due date for redemption. Definitive Certificates will not be issued in a denomination that is not an integral multiple of the

Minimum Denomination or for any amount in excess thereof, in integral multiples of €1,000. As the Notes have a denomination consisting of the Minimum Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the Minimum Denomination may not receive a Definitive Certificate in respect of such holding (should Definitive Certificates be issued) and would need to purchase a principal amount of Notes such that its holding amounts to the Minimum Denomination.

Action in Respect of the Global Note and the Book-Entry Interests

Not later than 10 days after receipt by the Issuer or the Paying Agent on behalf of the Issuer of any notices in respect of the Global Notes or any notice of solicitation of consents or requests for a waiver or other action by the holder of the Global Notes, the Issuer will deliver, or procure the delivery on its behalf, to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Global Notes and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear and Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Global Notes in accordance with any instructions set forth in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under "*General*" above, with respect to soliciting instructions from their respective Participants. The Registrar will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Book-Entry Interests or the Global Notes.

Reports

The Issuer will send, or procure to be sent on its behalf, to Euroclear and Clearstream, Luxembourg a copy of any notices, reports and other communications received relating to the Issuer, the Global Note or the Book-Entry Interests. Any notice shall be deemed to have been duly given to the relevant Noteholders if sent to each of Euroclear and Clearstream, Luxembourg (the "**Clearing Systems**") for communication by them to the holders of the relevant Notes and shall be deemed to be given on the date on which it was so sent and (so long as the relevant Notes are admitted to trading and listed on the Official List) Notices shall also be published by the Issuer in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcements Office of Euronext Dublin. See also Condition 22 (*Notices*) of the Notes.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form in which they will be set out in the Trust Deed. If the Notes were to be represented by Definitive Certificates, the Conditions set out on the reverse of each of such Definitive Certificates would be as follows. While the Notes are represented by Global Notes, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Notes. These terms and conditions are subject to the detailed provisions of the Trust Documents and the other Transaction Documents (as defined below).

1 GENERAL

- 1.1 The €233,972,000 Class A Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class A Notes**"), €22,906,000 Class B Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class B Notes**"), €15,544,000 Class C Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class C Notes**"), €13,907,000 Class D Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class D Notes**"), €8,181,000 Class E Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class E Notes**"), €4,909,000 Class F Residential Mortgage Backed Floating Rate Notes due 24 April 2072 (the "**Class F Notes**") and €27,815,000 Class Z Residential Mortgage Backed Notes due 24 April 2072 (the "**Class Z Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the "**Notes**") will be issued by Mulcair Securities No.2 Designated Activity Company (registered number 694183) (the "**Issuer**") on or about the Closing Date.
- 1.2 The Issuer has agreed to issue the Notes subject to and with the benefit of the terms of the Trust Deed and the Agency Agreement. The security for the Notes is created pursuant to, and on the terms set out in, the Deed of Charge.
- 1.3 The Agency Agreement records certain arrangements in relation to the payment of interest and principal in respect of the Notes.
- 1.4 Certain provisions of these Conditions are summaries of the Trust Documents and the Incorporated Terms Memorandum and the Agency Agreement and are subject to their detailed provisions.
- 1.5 The Noteholders are bound by the terms of the Trust Documents and the Incorporated Terms Memorandum, and are deemed to have notice of all the provisions of the Transaction Documents.

2 DEFINITIONS

- 2.1 In these Conditions the following defined terms have the meanings set out below:

"Accrued Interest" means as at any date (the **determination date**) on or after the Cut-Off Date and in relation to any Mortgage Loan, interest on such Mortgage Loan (not being interest which is currently payable on the determination date) which has accrued (but is not yet due and payable) from and including the Monthly Payment Date immediately prior to the determination date to and including the determination date;

"Additional Note Payments" means the Class D Additional Note Payment, the Class E Additional Note Payment and the Class F Additional Note Payment and each an Additional Note Payment as the context so requires;

"Administration Agreement" means the agreement so named dated on or about the Closing Date between the Issuer, the Administrator, the Replacement Administrator Facilitator, the Seller and the Trustee, and/or any successor or replacement administration agreement entered into by the Issuer from time to time;

"Administrator" means Bank of Ireland or such other person as may from time to time be appointed as administrator of the relevant Mortgage Loans in the Mortgage Portfolio pursuant to the Administration Agreement;

"Administrator Report" means a report to be provided by the Administrator to the Cash Manager in respect of each Calculation Period in accordance with the terms of the Transaction Documents;

"Agency Agreement" means the agreement so named dated on or about the Closing Date between the Issuer, the Agents and the Trustee;

"Agents" means the Reference Agent, the Principal Paying Agent, any other Paying Agent and the Registrar (or any successors duly appointed) and **Agent** means any one of them;

"Ancillary Rights" means in relation to a Right, all ancillary rights, accretions and supplements to such Right, including any guarantees or indemnities in respect of such Right;

"Appointee" means any delegate, agent, nominee, custodian, attorney or manager appointed by the Trustee pursuant to the provisions of the Trust Documents and other Transaction Documents;

"Arrears of Interest" means as at any date (the **"determination date"**) on or after the Cut-Off Date and in relation to any Mortgage Loan, interest (which has not been capitalised) on such Mortgage Loan which is currently due, payable and unpaid;

"Authorised Investments" means (excluding any investments into any asset-backed securities, credit linked notes, swaps, other derivative instruments or synthetic securities) money market funds that hold AAA money market fund ratings from S&P, and in addition ratings of R-1 by DBRS if such money market funds are assigned a rating by DBRS, Euro demand or time deposits, certificates of deposit and short term unsecured debt obligations (including commercial paper) which may include deposits into any account which earns a rate of interest related to EURIBOR and which mature within 365 days or less with a rating of at least by AA- or A-1+ S&P and R-1(high) by DBRS or which are otherwise acceptable to the Rating Agencies (if they are notified in advance) to maintain the then current rating of the Notes, provided that such investments mature prior to the Interest Payment Date on which the cash represented by such investments is required by the Issuer;

"Available Principal Receipts" means for any Interest Payment Date (without double counting):

- (a) all Principal Receipts received by the Issuer during the immediately preceding Calculation Period;
- (b) the amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date;
- (c) on and from the Step-Up Date, any Available Revenue Receipts which are available to it to be applied as Available Principal Receipts pursuant to items (e)(xix) and (f)(xix) of the Pre-Enforcement Revenue Priority of Payments; and
- (d) on any Interest Payment Date up to (but excluding) the earlier of (i) the Interest Payment Date on which the Class B Notes are redeemed in full and (ii) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, any amounts standing to the credit of the Senior Reserve Fund,

less the amount of Principal Receipts applied as Principal Deficiency Excess Revenue Amounts pursuant to paragraph (f) of the definition of Available Revenue Receipts (such amounts to constitute Available Revenue Receipts).

"Available Revenue Receipts" means, for each Interest Payment Date, an amount equal to the aggregate of (without double-counting):

- (a) the Revenue Receipts on the Mortgage Loans received by the Issuer during the immediately preceding Calculation Period which have been designated as Available Revenue Receipts by the Cash Manager in accordance with the Cash Management Agreement;
- (b) interest payable to the Issuer on the Deposit Account and income from any Authorised Investments in each case received during the immediately preceding Calculation Period;
- (c) any amounts withdrawn from the Senior Reserve Fund to remedy a Senior Revenue Shortfall;
- (d) any amounts withdrawn from the General Reserve Fund to remedy a Revenue Shortfall;
- (e) any Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall or a Remaining Revenue Shortfall;
- (f) any Principal Receipts applied as Principal Deficiency Excess Revenue Amounts;
- (g) on the Final Rated Note Distribution Date, the General Reserve Fund Residual Amount;
- (h) amounts received by the Issuer under or in connection with the Interest Rate Cap Agreement, other than amounts that must be otherwise applied under the IRC Collateral Account Priority of Payments;
- (i) any Senior Reserve Fund Excess Amounts; and
- (j) other net income of the Issuer received during the immediately preceding Calculation Period (other than any Principal Receipts).

"Bank of Ireland" means The Governor and Company of the Bank of Ireland;

"Base Portfolio Option Purchase Price " means, without double counting, the higher of:

- (a) zero; and
- (b) an amount equal to:
 - (i) the amount required by the Issuer to pay in full all amounts payable under items (a) to (e)(xv) (and *pro rata* payments to the VRR Lender) (inclusive)) of the Post-Enforcement Priority of Payments on the immediately following Interest Payment Date,

less
 - (ii) any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer.

"Benefit" in respect of any asset, agreement, property or right (each a **"Right"** for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:

- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all Ancillary Rights in respect of such Right;
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time

be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account;

- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right or its Ancillary Rights;
- (d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its Ancillary Rights; and
- (e) all items expressed to be held on trust for such person under or comprised in any such Right or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Right and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach;

"Block Buildings Policy" means the block buildings insurance master policy to the extent it relates to the Mortgage Loans;

"BOI Collection Account" means an account in the name of the Seller held with the Collection Account Bank subject to the Bank of Ireland Collection Account Declaration of Trust;

"BOI Collection Account Declaration of Trust" means the deed entered into on or about the Closing Date between (inter alios) the Issuer, the Seller and the Collection Account Bank whereby the Seller declared a trust over its interest in all amounts attributable to the Mortgage Loans credited to the BOI Collection Account in favour of the Issuer and itself;

"BOIMB Collection Account" means an account in the name of BOIMB held with the Collection Account Bank subject to the BOIMB Collection Account Declaration of Trust;

"BOIMB Collection Account Declaration of Trust" means the deed entered into on or about the Closing Date between (inter alios) the Issuer, BOIMB and the Collection Account Bank whereby BOIMB declared a trust over its interest in all amounts attributable to the Mortgage Loans credited to the BOIMB Collection Account in favour of the Issuer and itself;

"BOIMB Security Power of Attorney" means the power of attorney granted by BOIMB in favour of the Issuer and the Trustee on the Closing Date in substantially the same form as that set out in Schedule 3 (*BOIMB Security Power of Attorney*) to the Mortgage Sale Agreement;

"Borrower" means, in relation to a Mortgage Loan, the individual or individuals specified as such in the relevant Mortgage Conditions together with the individual or individuals (if any) from time to time assuming an obligation to repay such Mortgage Loan or part of it;

"Breach of Duty" means in relation to any person, a wilful default, fraud, or negligence by such person;

"Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London and Dublin and which is a TARGET2 Settlement Day;

"Calculation Date" means the last day in the calendar month immediately preceding an Interest Payment Date;

"Calculation Period" means each period from (but excluding) a Calculation Date (or in respect of the first Calculation Period, from and including the Closing Date) to (and including) the next (or first) Calculation Date and, in relation to an Interest Payment Date, the **"related Calculation Period"** means, unless the context otherwise requires, the Calculation Period ending immediately before such Interest Payment Date;

"Capital Balance" means in respect of a Mortgage Loan at any date the principal balance of that Mortgage Loan;

"Capitalised Arrears" means, in relation to a Mortgage Loan, on any date, amounts which have become overdue in respect of that Mortgage Loan and which as at that date have been added to the Capital Balance of such Mortgage Loan in accordance with the Mortgage Conditions or with the Borrower's consent or in accordance with the Seller's normal charging practices and any applicable regulatory obligations;

"Capitalised Expenses" means for any Mortgage Loan at any date, expenses which have become overdue in respect of that Mortgage Loan and which as at that date have been added to the Capital Balance of that Mortgage Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower;

"Cash Management Agreement" means the cash management agreement so named entered into on or about the Closing Date between the Cash Manager, the Issuer and the Trustee and/or any successor or replacement cash management agreement entered into by the Issuer from time to time;

"Cash Manager" means The Bank of New York Mellon, London Branch in its capacity as cash manager pursuant to the Cash Management Agreement (or any successor duly appointed);

"Certificate of Title" means a solicitor's report or certificate of title obtained by or on behalf of the Seller in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation;

"Charged Accounts" means the Issuer Accounts and any bank or other account in which the Issuer may at any time acquire a Benefit and over which the Issuer has created an Encumbrance in favour of the Trustee pursuant to the Deed of Charge (other than the Issuer Profit Account);

"Charged Property" means all the property of the Issuer which is subject to the Security;

"Class A Global Note" means the global note representing the Class A Notes;

"Class A Noteholders" means the persons who for the time being are the registered holders of the Class A Notes;

"Class A Notes" means the €233,972,000 Class A Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date, or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class A Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class A Notes;

"Class B Global Note" means the global note representing the Class B Notes;

"Class B Noteholders" means the persons who for the time being are the registered holders of the Class B Notes;

"Class B Notes" means the €22,906,000 Class B Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date, or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class B Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class B Notes;

"Class C Global Note" means the global note representing the Class C Notes;

"Class C Noteholders" means the persons who for the time being are the registered holders of the Class C Notes;

"Class C Notes" means the €15,544,000 Class C Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class C Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class C Notes;

"Class D Global Note" means the global note representing the Class D Notes;

"Class D Additional Note Payment" means, in relation to the Class D Notes, in respect of any Interest Payment Date the aggregate of:

- (a) the Class D Current Additional Note Payment;
- (b) the Class D Unpaid Additional Note Payments (if any); and
- (c) the Class D Unpaid Additional Note Payment Interest Amount (if any);

"Class D Current Additional Note Payment" means (i) in respect of any Interest Payment Date falling on or prior to the Step-Up Date, zero and (ii) in respect of any Interest Payment Date falling after the Step-Up Date, an amount calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*) in respect of the Class D Notes;

"Class D Unpaid Additional Note Payments" means, in relation to an Interest Payment Date, any Class D Current Additional Note Payment and any Class D Unpaid Additional Note Payment Interest Amount which has not yet been paid in full on any previous Interest Payment Date and in respect of which the Issuer has deferred payment in accordance with the provisions of Condition 8.12 (*Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount*);

"Class D Unpaid Additional Note Payment Interest Amount" means an amount of interest that shall accrue in respect of the Class D Unpaid Additional Note Payment and calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*);

"Class D Noteholders" means the persons who for the time being are the registered holders of the Class D Notes;

"Class D Notes" means the €13,907,000 Class D Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class D Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class D Notes;

"Class E Additional Note Payment" means, in relation to the Class E Notes, in respect of any Interest Payment Date the aggregate of:

- (a) the Class E Current Additional Note Payment;
- (b) the Class E Unpaid Additional Note Payments (if any); and
- (c) the Class E Unpaid Additional Note Payment Interest Amount (if any);

"Class E Current Additional Note Payment" means (i) in respect of any Interest Payment Date falling on or prior to the Step-Up Date, zero and (ii) in respect of any Interest Payment Date falling after the Step-Up Date, an amount calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*) in respect of the Class E Notes;

"Class E Unpaid Additional Note Payments" means, in relation to an Interest Payment Date, any Class E Current Additional Note Payment and any Class E Unpaid Additional Note Payment Interest Amount which has not yet been paid in full on any previous Interest Payment Date and in respect of which the Issuer has deferred payment in accordance with the provisions of Condition 8.12 (*Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount*);

"Class E Unpaid Additional Note Payment Interest Amount" means an amount of interest that shall accrue in respect of the Class E Unpaid Additional Note Payment and calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*);

"Class E Global Note" means the global note representing the Class E Notes;

"Class E Noteholders" means the persons who for the time being are the registered holders of the Class E Notes;

"Class E Notes" means the €8,181,000 Class E Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class E Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class E Notes;

"Class F Additional Note Payment" means, in relation to the Class F Notes, in respect of any Interest Payment Date the aggregate of:

- (a) the Class F Current Additional Note Payment;
- (b) the Class F Unpaid Additional Note Payments (if any); and
- (c) the Class F Unpaid Additional Note Payment Interest Amount (if any);

"Class F Current Additional Note Payment" means (i) in respect of any Interest Payment Date falling on or prior to the Step-Up Date, zero and (ii) in respect of any Interest Payment Date falling after the Step-Up Date, an amount calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*) in respect of the Class F Notes;

"Class F Unpaid Additional Note Payments" means, in relation to an Interest Payment Date, any Class F Current Additional Note Payment and any Class F Unpaid Additional Note Payment Interest Amount which has not yet been paid in full on any previous Interest Payment Date and in respect of which the Issuer has deferred payment in accordance with the provisions of Condition 8.12 (*Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount*);

"Class F Unpaid Additional Note Payment Interest Amount" means an amount of interest that shall accrue in respect of the Class F Unpaid Additional Note Payment and calculated in accordance with Condition 8.6 (*Determination of Additional Note Payments*);

"Class F Global Note" means the global note representing the Class F Notes;

"Class F Noteholders" means the persons who for the time being are the registered holders of the Class F Notes;

"Class F Notes" means the €4,909,000 Class F Residential Mortgage Backed Floating Rate Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class F Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class F Notes;

"Class Z Note Interest Amount" means, on any Interest Determination Date:

- (a) prior to the delivery of an Enforcement Notice, in respect of each Interest Payment Date from (and including) the Closing Date, the amount by which Available Revenue Receipts exceed the amounts required to satisfy items ranking in priority to the Class Z Note Interest Amount in the Pre-Enforcement Revenue Priority of Payments on that Interest Payment Date; and
- (b) following the delivery of an Enforcement Notice, for any date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments, the amount by which amounts available for payment in accordance with the Post-Enforcement Priority of Payments exceeds the amounts required to satisfy items ranking in priority to the Class Z Note Interest Amount in the Post-Enforcement Priority of Payments on that date.

"Class Z Global Note" means the global note representing the Class Z Notes;

"Class Z Noteholders" means the persons who for the time being are the registered holders of the Class Z Notes;

"Class Z Notes" means the €27,815,000 Class Z Residential Mortgage Backed Notes due 24 April 2072 issued or due to be issued by the Issuer on the Closing Date, or, as the case may be, a specific number thereof, whether represented by Notes in definitive or global form;

"Class Z Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the Class Z Notes;

"Clearing Systems" means Clearstream, Luxembourg and Euroclear;

"Clearstream, Luxembourg" means Clearstream Banking, société anonyme, with offices at 42 Avenue J.F. Kennedy L-1855 Luxembourg;

"Closing Date" means 25 June 2021 or such other date as the Issuer, the Arranger, the Lead Manager and the Seller may agree;

"Collection Accounts" means the BOI Collection Account and the BOIMB Collection Account;

"Collection Account Bank" means Bank of Ireland acting in such capacity (or any successor duly appointed);

"Collection Account Declarations of Trust" means the BOI Collection Account Declaration of Trust and the BOIMB Collection Account Declaration of Trust;

"Conditions" means, in relation to the Notes, the terms and conditions to be endorsed on the Notes in, or substantially in, the form set out in Schedule 4 (*Terms and Conditions of the Notes*) of the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly;

"Consideration" means the amount payable by the Issuer to the Seller on the Closing Date as consideration for the purchase of the Mortgage Portfolio, being an amount equal to the proceeds of the Notes and proceeds of advancing the VRR Loan less the aggregate of the amounts required: to meet the costs and expenses incurred by the Issuer in respect of the issuance of the Notes on the Closing Date; to fund the Senior Reserve Fund up to the Initial Senior Reserve Fund Required Amount and the General Reserve Fund up to the Initial General Reserve Fund Required Amount; and to pay the Interest Rate Cap Fees to the Interest Rate Cap Provider;

"Corporate Services Agreement" means the agreement so named dated on or about the Closing Date between the Corporate Services Provider and the Issuer;

"Corporate Services Provider" means CSC Capital Markets (Ireland) Limited (or any successor duly appointed);

"CRS" means the common reporting standard comprised in the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development and any treaty, law or regulation of any other jurisdiction which facilitates the implementation of that Standard including Council Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation (**DAC II**);

"Current Balance" means for each Mortgage Loan, on any date, the aggregate balance on the Borrower's account in respect of a Mortgage Loan at such date being (but avoiding double counting):

- (a) the original principal amount advanced to the Borrower; and
- (b) any advance of further moneys to the Borrower thereof prior to the Closing Date on the security of or securable on the relevant Property and any amount added to the principal balance of the relevant Mortgage Loan prior to the Closing Date on the terms of the relevant mortgage deed after the date of completion of such Mortgage Loan which remains outstanding as at such date; and
- (c) all Accrued Interest not yet due and Arrears of Interest which in each case has not been added to the principal amount; and
- (d) all accrued fees and expenses including, without limitation, insurance premiums,

as at the end of the Business Day immediately preceding that given date, **minus** any repayment or payment (including, if permitted, by way of set-off, withholding or counterclaim) of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released;

"Cut-off Date" means 31 March 2021 in relation to the Provisional Mortgage Portfolio;

"Day Count Fraction" means, in respect of an Interest Period, the actual number of days in such period divided by 360;

"Deed of Charge" means the deed so named entered into on or about the Closing Date between, amongst others, the Issuer and the Trustee and any other deed of charge entered into by the Issuer pursuant to the Interest Rate Cap Agreement;

"Deed Poll" means the deed poll dated on or about the Closing Date, executed by the Issuer, in favour of the Option Holder from time to time;

"Deferred Interest" shall have the meaning given to such term in Condition 18.12 (*Interest Deferral*);

"Definitive Certificates" means any definitive certificate issued to a Noteholder in respect of its registered holding of the Notes in, or substantially in, the form set out in the Trust Deed;

"Deposit Account" means the account in the name of the Issuer held at the Deposit Account Bank, or such additional or replacement bank account at such other Deposit Account Bank and/or other banks as may for the time being be in place with the prior consent of the Trustee and designated as such;

"Deposit Account Bank" means The Bank of New York Mellon, London Branch acting in such capacity (or any successor duly appointed);

"Deposit Account Bank Agreement" means the agreement so named dated on or about the Closing Date between the Issuer, the Seller, the Cash Manager, the Deposit Account Bank and the Trustee;

"ECB" means the European Central Bank;

"ECB Rate" means the European Central Bank base rate;

"Encumbrance" means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Enforcement Notice" means a notice delivered by the Trustee to the Issuer in accordance with Condition 13 (*Events of Default*) which declares the Notes to be immediately due and payable without further action or formality, at their Principal Amount Outstanding together with any accrued interest (or, in the case of the Class Z Notes, the Class Z Note Interest Amount);

"euro" or "€" or **EUR** means the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Communities, as amended by the Treaty of European Union;

"Euroclear" means Euroclear Bank S.A./N.V. with offices in 1 Boulevard du Roi Albert II B1210 Brussels, Belgium, and any successor to such business;

"EURIBOR" means the Euro Interbank Offered Rate;

"Euronext Dublin" means The Irish Stock Exchange plc, trading as Euronext Dublin;

"Event of Default" means any one of the events specified in Condition 13 (*Events of Default*);

"Exchange Date" means the first day following the expiry of forty days after the Closing Date;

"Extraordinary Resolution" means a resolution passed at a Meeting duly convened and held in accordance with the Provisions for Meetings of Noteholders by a majority of not less than three quarters of the votes cast;

"Final Maturity Date" means the Interest Payment Date falling on 24 April 2072;

"Final Rated Note Distribution Date" means the Interest Payment Date on which the General Reserve Fund Residual Amount plus all Principal Receipts in respect of the Mortgage Loans received by the Issuer during the immediately preceding Calculation Period is greater than or equal to the Principal Amount Outstanding of the Rated Notes;

"First Collection Period" means the period from (and including) the Closing Date to (and including) the Calculation Date immediately preceding the First Interest Payment Date;

"First Interest Payment Date" means the Interest Payment Date falling on 26 July 2021;

"Floating Rate Notes" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

"General Reserve Fund" means the reserve fund established on the Closing Date in the Deposit Account which will be initially funded by part of the proceeds of issuance of the Class Z Notes and the proceeds of advancing the VRR Loan up to the Initial General Reserve Fund Required Amount and which will subsequently be funded from Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments;

"General Reserve Fund Ledger" means the ledger maintained by the Cash Manager in the Deposit Account on behalf of the Issuer which records the amounts standing to the credit of the General Reserve Fund;

"General Reserve Fund Required Amount" means

- (a) on any Interest Payment Date up to (but excluding) the date that the Class F Notes are redeemed in full, an amount equal to the product of (x) 2 per cent.; and (y) (100/95) of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the relevant Interest Payment Date; and
- (b) thereafter, zero.

"General Reserve Fund Residual Amount" means, with respect to any Interest Payment Date, the amount standing to the credit of the General Reserve Fund minus any amount to be applied to make up a Revenue Shortfall on such Interest Payment Date pursuant to item (d) of the definition of Available Revenue Receipts;

"Global Notes" means the Class A Global Note, the Class B Global Note, the Class C Global Note, the Class D Global Note, the Class E Global Note, the Class F Note and the Class Z Global Note;

"holder" means the registered holder of a Note and the words **"holders"** and related expressions shall (where appropriate) be construed accordingly;

"ICS" means ICS Building Society;

"Incorporated Terms Memorandum" means the memorandum so named dated on or about the Closing Date and signed for the purpose of identification by each of the Transaction Parties;

"Initial General Reserve Fund Required Amount" means an amount equal to 2 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the Closing Date;

"Initial Senior Reserve Fund Required Amount" means an amount equal to 2 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date;

"Insolvency Event" means, in relation to the Reference Agent, the Principal Paying Agent, the Registrar, the Issuer, the Seller, BOIMB, the Administrator, the Cash Manager, the Deposit Account Bank and the Collection Account Bank (as applicable):

- (a) an order is made or an effective resolution passed for the winding up of the company, (except, in the case of the Issuer, a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by an Extraordinary Resolution of the Most Senior Class of Notes) and, in the case of the Seller or BOIMB, a winding-up where the Seller or BOIMB (as applicable) is solvent);
- (b) the company, otherwise than for the purposes of an amalgamation, reconstruction or solvent winding-up as is referred to in paragraph (a) above, ceases or through an authorised action of its board of directors, threatens to cease to carry on all or substantially all of its business or is deemed unable to pay its debts as and when they fall due within the meaning of Section 509(3) and/or Section 570 of the Companies Act 2014;

- (c) the appointment of an Insolvency Official in relation to the company or in relation to the whole or any part of the undertaking or assets of such company (other than, in respect of the Seller and BOIMB, the appointment of an insolvency official to conduct a winding-up where BOIMB or the Seller (as applicable) is solvent); or
- (d) proceedings shall be initiated against the company under any applicable liquidation, insolvency, bankruptcy, composition, examination, court protection, reorganisation (other than a reorganisation or winding-up where the company is solvent) or other similar laws and such proceedings are not being disputed in good faith with a reasonable prospect of success or an order appointing an examiner is granted or the appointment of an examiner takes effect or an examiner or receiver, liquidator, trustee in sequestration or other similar official shall be appointed in relation to the company or in relation to the whole or any substantial part of the undertaking or assets of the company;

"Insolvency Official" means, in relation to a company, a liquidator, (except, in the case of the Issuer, a liquidator appointed for the purpose of a merger, reorganisation or amalgamation the terms of which have previously been approved either in writing by the Trustee or by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes) provisional liquidator, administrator, bank administrator, examiner, administrative receiver, receiver, receiver or manager, compulsory or interim manager, nominee, supervisor, trustee, conservator, guardian or other similar officer in respect of such company or in respect of any arrangement, compromise or composition with any creditors or any equivalent or analogous officer under the law of any jurisdiction;

"Insurance Policies" means the Block Buildings Policy relating to the Mortgage Loans from time to time;

"Interest Amount" means in respect of a Note for any Interest Period the amount of interest calculated on the related Interest Determination Date for/on such Note for such Interest Period by:

- (a) multiplying the Principal Amount Outstanding of such Note on the Interest Payment Date for such Interest Period by the relevant Note Rate; and
- (b) then multiplying the amount so calculated in paragraph (a) by the relevant Day Count Fraction and rounding the resultant figure to the nearest Minimum Amount;

"Interest Determination Date" means the date falling two Business Days before each Interest Payment Date or, in the case of the first Interest Period, the Closing Date and, in relation to an Interest Period, the **"related Interest Determination Date"** means the Interest Determination Date which falls immediately before such Interest Period;

"Interest Determination Ratio" means (i) the aggregate Revenue Receipts calculated in the three preceding Administrator Reports divided by (ii) the aggregate of all Revenue Receipts and all Principal Receipts calculated in such Administrator Reports;

"Interest Payment Date" or **"IPD"** means the 24th day of January, April, July and October in each year commencing on the First Interest Payment Date, provided that if any such day is not a Business Day, the Interest Payment Date shall be the immediately succeeding Business Day unless it would as a result fall into the next calendar month, in which case it will be brought forward to the immediately preceding Business Day;

"Interest Period" means the period from (and including) an Interest Payment Date (except in the case of the first Interest Period, where it shall be the period from (and including) the Closing Date) to (but excluding) the next succeeding (or first) Interest Payment Date and, in relation to an Interest Determination Date, the **"related Interest Period"** means the Interest Period immediately following such Interest Determination Date;

"Interest Rate Cap Agreement" means the ISDA 2002 Master Agreement (together with the Schedule and Credit Support Annex thereto and Confirmation thereunder) to be entered into, on or before the Closing Date, by the Issuer and the Interest Rate Cap Provider to provide the Interest Rate Cap, which will be effective

from and including the Closing Date up to and including 25 June 2028 (or, if earlier, the Relevant Redemption Date);

"Interest Rate Cap Provider" means Natixis, whose address is at 40 Avenue Des Terroirs De France, 75012 Paris, France;

"Internal Mortgage Sale Agreement" means the mortgage sale agreement dated on or immediately prior to the Closing Date entered into between BOIMB as seller and Bank of Ireland as purchaser;

"IRC Collateral Account" means the IRC Euro Cash Collateral Account and any other separate interest rate cap collateral account opened by the Issuer in accordance with the Deposit Account Bank Agreement and the Interest Rate Cap Agreement;

"IRC Euro Cash Collateral Account" means a euro cash collateral account in the name of the Issuer held with the Deposit Account Bank pursuant to the Deposit Account Bank Agreement and the Interest Rate Cap Agreement;

"Issuer" means Mulcair Securities No.2 DAC (registered number 694183), a designated activity company limited by shares incorporated under the laws of Ireland, whose registered office is at 3rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland;

"Issuer Accounts" means the Deposit Account, the IRC Collateral Accounts and any additional bank accounts in the name of the Issuer established or to be established pursuant to the Deposit Account Bank Agreement;

"Issuer Covenants" means the covenants of the Issuer set out in Schedule 8 (*Issuer Covenants*) of the Incorporated Terms Memorandum;

"Issuer Jurisdiction" means Ireland or such other jurisdiction in which the Issuer or any Issuer substitute (as contemplated by Condition 21 (*Substitution of Issuer*)) is incorporated, tax resident and/or subject to taxation;

"Issuer Profit Account" means the bank account in the name of the Issuer held with the Deposit Account Bank (or such other bank as the Issuer may determine) which holds the Issuer Profit Amount;

"Issuer Profit Amount" means €250 on each Interest Payment Date to be credited to the Issuer Profit Account and to be retained by the Issuer as profit in respect of the business of the Issuer;

"Issuer Variable Rate" means any variable rate applicable to a Variable Rate Mortgage Loan and/or a Tracker Mortgage Loan in the Mortgage Portfolio;

"Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, decrees, actions, proceedings or other liabilities whatsoever including properly incurred legal fees and any Taxes and penalties incurred by that person;

"Losses" means any losses as determined by the Administrator in accordance with its then current procedures including, to the extent relevant, its Arrears Policy, arising in relation to a Secured Mortgage Loan in the Mortgage Portfolio which cause a shortfall in the amount available to pay principal on the Notes (including, without limitation, any write downs under the Personal Insolvency Act, or any Loss as a result of an exercise of any set-off by any Borrower in respect of its Secured Mortgage Loan) or otherwise;

"Meeting" means a meeting of Noteholders of any class or classes (whether originally convened or resumed following an adjournment);

"Minimum Amount" means €0.01;

"Minimum Denomination" means in respect of the Notes represented by the Global Notes and (if issued) the Definitive Certificates will be €100,000 and, for so long as Euroclear and Clearstream, Luxembourg so permit, any amount in excess thereof in integral multiples of €1,000;

"Monthly Payment Date" means the date on which interest (and principal in relation to a Repayment Mortgage Loan) is due to be paid by a Borrower on a Mortgage Loan or, if any such day is not a Business Day, the following Business Day except where such following Business Day falls in a different month in which case, the preceding Business Day;

"Mortgage" means a first ranking legal charge over freehold or leasehold Properties located in Ireland which is security for a Mortgage Loan;

"Mortgage Conditions" means the mortgage and lending conditions forming part of the Standard Documentation, applicable from time to time;

"Mortgage Loans" means the Secured Mortgage Loans and the Unsecured Loans and each a **"Mortgage Loan"**;

"Mortgage Loan Files" means the file or files relating to each Mortgage Loan (including files kept in microfiche format or similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing, inter alia, correspondence between the Borrower and the Seller and including mortgage documentation applicable to the Mortgage Loan, each letter of offer for that Mortgage Loan, the Valuation Report (if applicable) and, to the extent available, the solicitor's Certificate of Title;

"Mortgage Portfolio" means the Provisional Mortgage Portfolio but excluding Mortgage Loans which at any time prior to the Closing Date, are found not to comply with the warranties to be given in respect of the Mortgage Loans on the Closing Date as set out in the Mortgage Sale Agreement.

"Mortgage Sale Agreement" means the agreement so named dated on or about the Closing Date between the Seller, the Issuer, the Trustee and the Administrator in relation to the sale of the Mortgage Portfolio to the Issuer;

"Most Senior Class" means the Class A Notes whilst they remain outstanding and thereafter the Class B Notes whilst they remain outstanding and thereafter the Class C Notes whilst they remain outstanding and thereafter the Class D Notes whilst they remain outstanding and those after the Class E Notes whilst they remain outstanding and thereafter the Class F Notes whilst they remain outstanding and thereafter the Class Z Notes;

"Note Principal Payment" means in respect of any Note on any Interest Payment Date, the principal amount redeemable in respect of such Note, which shall be a proportion of the amount of Available Principal Receipts required as at that Interest Payment Date pursuant to the Pre-Enforcement Principal Priority of Payments to be applied in redemption of the relevant class of Notes on such date equal to the proportion that the Principal Amount Outstanding of the relevant Note bears to the aggregate Principal Amount Outstanding of such class of Notes rounded down to the nearest Minimum Amount provided always that no such Note Principal Payment may exceed the Principal Amount Outstanding of the relevant Note;

"Note Rate" means in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes for each Interest Period, the Reference Rate determined as at the related Interest Determination Date plus the Relevant Margin in respect of each Class **provided that** if the Reference Rate plus the Relevant Margin for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes is less than zero, the Note Rate will be deemed to be zero for such Class;

"Noteholder" means the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Class Z Noteholders or, where the context otherwise requires, the holders of Notes of a particular class or classes, as the case may be;

"Notes" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes;

"Notices Condition" means Condition 22 (*Notices*);

"Notices Details" means, in relation to any Agent, the provisions set out in Schedule 9 (*Notice Details*) of the Incorporated Terms Memorandum;

"outstanding" means, in relation to the Notes, all the Notes other than:

- (a) those which have been redeemed in full and cancelled in accordance with the Conditions;
- (b) those in respect of which the date for redemption, in accordance with the provisions of the Conditions, has occurred and for which the redemption monies (including all interest accrued thereon to such date for redemption) have been duly paid to, or to the order of, the Trustee or the Principal Paying Agent in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with the Notices Condition) and remain available for payment in accordance with the Conditions;
- (c) those which have been redeemed or surrendered for cancellation as provided in Condition 9 (Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation) and notice of the cancellation of which has been given to the Trustee;
- (d) those which have become void under the Conditions;
- (e) those mutilated or defaced Notes which have been surrendered or cancelled and those Notes which are alleged to have been lost, stolen or destroyed and in all cases in respect of which replacement Notes have been issued pursuant to the Conditions; and
- (f) any Global Note, to the extent that it shall have been exchanged for the related Definitive Certificates pursuant to the provisions contained therein and the Conditions;

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Noteholders;
- (ii) the removal or replacement of the Trustee;
- (iii) the determination of how many and which Notes are for the time being outstanding for the purposes of clause 11 (*Waiver*), clause 12 (*Modifications*), clause 15 (*Proceedings and Actions by the Trustee*), clause 24 (*Appointment of Trustees*) and clause 25 (*Notice of New Trustee*) of the Trust Deed and Condition 13 (*Events of Default*), Condition 14 (*Enforcement*), Condition 16 (*Meetings of Noteholders*) and Condition 17 (*Modification and Waiver*) and the Provisions for Meetings of Noteholders;
- (iv) any discretion, power or authority, whether contained in the Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the Noteholders or any of them;
- (v) any right, discretion, power or authority, whether contained in the Deed Poll or the other Transaction Documents, which the Class Z Noteholders are entitled to exercise,

those Notes (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, the Seller, any holding company of any of them or any other subsidiary of either such holding company, in each case as beneficial owner (the "**Relevant Persons**", shall (unless and until ceasing to be so held) be deemed not to remain outstanding, except:

- (A) in respect of a Reserved Matter, where all of the Notes of any class are held by or on behalf of or for the benefit of one or more Relevant Persons, such class of Notes shall be deemed to remain outstanding in relation to a Reserved Matter; and
- (B) in respect of any meeting for Noteholders to consider the removal or replacement of the Trustee, where one or more Relevant Persons hold, in aggregate, more than 50 per cent. of the principal amount outstanding of the relevant Class of Notes, in which case such Notes shall be deemed to remain outstanding;

"Participants" means persons that have accounts with Euroclear or Clearstream, Luxembourg;

"Paying Agents" means the Principal Paying Agent and any other paying agents named in the Agency Agreement together with any successor or additional paying agents appointed from time to time in connection with the Notes under the Agency Agreement;

"PDL Debit Balance" means the aggregate debit balance of the Principal Deficiency Ledger;

"Personal Insolvency Act" means the Personal Insolvency Act 2012 of Ireland, as amended;

"Portfolio Option" means the option granted by the Issuer to the Option Holder pursuant to the Deed Poll;

"Portfolio Option Call Date" means:

- (a) the Step-Up Date and each subsequent Interest Payment Date after the Step-Up Date; or
- (b) any Interest Payment Date on which the aggregate Principal Amount Outstanding of the Rated Notes is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on the Closing Date; or
- (c) any Business Day following the occurrence of a Redemption Event,

and in each case being a date prior to the delivery of an Enforcement Notice.

"Portfolio Option Completion Date" means the Interest Payment Date specified in the Exercise Notice on which the purchase by the Beneficial Title Transferee of the Whole Beneficial Title is expected to complete **provided that:**

- (a) a Portfolio Option Completion Date cannot be earlier than the relevant Portfolio Option Call Date; and
- (b) subject to (a) above, where the Exercise Notice directs the Issuer to also procure that the Legal Title Holders declare a trust over the Whole Legal Title in favour of the Trust Beneficiary, a Portfolio Option Completion Date may not occur earlier than the date on which the Administrator is appointed by the Beneficial Title Transferee to service the Mortgage Loans.

"Portfolio Option Current Value Purchase Price" means the current value (expressed as a percentage) of the Current Balance of all Portfolio Option Loans as at the end of the Collection Period prior to the Portfolio Option Completion Date as determined in accordance with the Deed Poll.

"Portfolio Option Loans" means all (but not some) of the Mortgage Loans and any Related Security comprising the Mortgage Portfolio which are the subject of the Portfolio Option.

"Portfolio Option Purchase Price" means an amount equal to the higher of:

- (a) the Base Portfolio Option Purchase Price; or
- (b) the Portfolio Option Current Value Purchase Price:

plus, in each case, (i) the costs and expenses of the Issuer and of the Seller associated with transferring its interests in the Mortgage Portfolio to the Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Option Holder in respect of costs anticipated to be incurred by the Issuer after the Portfolio Option Completion Date.

"Post-Enforcement Priority of Payments" means the provisions relating to the order of priority of payments from the Charged Accounts following delivery of an Enforcement Notice, set out in clause 15 (*Post-Enforcement Priority of Payments*) of the Deed of Charge;

"Potential Event of Default" means any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination thereof) an Event of Default;

"Pre-Enforcement Principal Priority of Payments" means the provision relating to the order of priority of payments from the Principal Ledger set out in Schedule 4 (*Priorities of Payment*) of the Cash Management Agreement;

"Pre-Enforcement Revenue Priority of Payments" means the provisions relating to the order of priority of payments from the Revenue Ledger set out in Schedule 4 (*Priorities of Payment*) of the Cash Management Agreement;

"Principal Amount Outstanding" means, on any day:

- (a) in relation to a Note, the principal amount outstanding of that Note as at the Closing Date, less the aggregate amount of any principal payments in respect of that Note which have become due and payable (and been paid) on or prior to that day;
- (b) in relation to a class, the aggregate of the amount in (a) in respect of all Notes outstanding in such class; and
- (c) in relation to the Notes outstanding at any time, the aggregate of the amount in (a) in respect of all Notes outstanding, regardless of class;

"Principal Deficiency Excess" means any excess amount of Available Revenue Receipts applied by the Cash Manager to cure the PDL Debit Balance on the previous Calculation Date as a result of, *inter alia*, Secured Mortgage Loans in arrears being subsequently found to have been fully or partially cured or following any recoveries of principal from defaulting Borrowers on enforcement of any Secured Mortgage Loan (including the proceeds of sale of the relevant Property) which amounts have already been recorded as a debt to the Principal Deficiency Ledger;

"Principal Deficiency Excess Revenue Amounts" means, on any Calculation Date, an amount equal to the Principal Deficiency Excess which is available to be applied as Available Revenue Receipts on the next Interest Payment Date;

"Principal Deficiency Ledger" means the Principal Deficiency Ledger comprising the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger, the Class F Principal Deficiency Sub-Ledger, the Class Z Principal Deficiency Sub-Ledger and the VRR Loan Principal Deficiency Sub-Ledger maintained by the Cash Manager on behalf of the Issuer in accordance with the Cash Management Agreement;

"Principal Ledger" means the ledger maintained by the Cash Manager on behalf of the Issuer which records all Principal Receipts received by the Issuer and the distribution of the Principal Receipts in accordance with the provisions of the Cash Management Agreement and in particular with the Pre-Enforcement Principal Priority of Payments or the Post-Enforcement Priority of Payments (as applicable);

"Principal Paying Agent" means The Bank of New York Mellon, London Branch, acting through its office at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, in its capacity as principal paying agent pursuant to the Agency Agreement;

"Principal Receipts" means payments received by the Issuer representing:

- (a) any payment in respect of principal received in respect of any Secured Mortgage Loan (including Capitalised Arrears and Capitalised Expenses but (subject to (h) below) excluding Accrued Interest and Arrears of Interest);
- (b) recoveries of principal from defaulting Borrowers on enforcement of any Secured Mortgage Loan (including the proceeds of sale of the relevant Property but excluding any Trust Property to which the Seller is entitled);
- (c) any payment pursuant to any Insurance Policy in respect of a Property in connection with a Secured Mortgage Loan in the Mortgage Portfolio;
- (d) recoveries of principal on redemption (including partial redemption) of any Secured Mortgage Loan;
- (e) proceeds of the repurchase of any Secured Mortgage Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement (to the extent such proceeds are not attributable to interest amounts in respect of the Secured Mortgage Loans as at the relevant transfer date);
- (f) the proceeds of any indemnity payment received from the Seller in respect of any breach of any Mortgage Loan Warranty or any indemnity in respect of a Tracker Remediation Mortgage Loan pursuant to the Mortgage Sale Agreement (to the extent representing principal);
- (g) amounts representing the Portfolio Option Purchase Price received by the Issuer upon sale of the Mortgage Portfolio pursuant to the exercise of the Portfolio Option;
- (h) any payment in respect of Accrued Interest, Arrears of Interest and accrued fees and expenses forming part of the Current Balance as at the Cut-Off Date in respect of any Mortgage Loan; and
- (i) any other payments received which are not classified as Revenue Receipts

"Priorities of Payments" means the Pre-Enforcement Revenue Priority of Payments, the Pre-Enforcement Principal Priority of Payments and the Post-Enforcement Priority of Payments;

"Property" means a freehold or leasehold property which is subject to a Mortgage;

"Provisional Mortgage Portfolio" means the portfolio of Mortgage Loans as at the Cut-Off Date which have been identified and selected by the Seller;

"Provisions for Meetings of Noteholders" means the provisions contained in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed;

"Prudent Mortgage Lender" means the manner of a reasonably prudent mortgage lender lending to borrowers in Ireland where the Mortgage Loan is secured over residential property;

"Rated Notes" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

"Rating Agencies" means DBRS and S&P and **Rating Agency** means any of them;

"Receiver" means any receiver, manager, administrator, receiver or manager, or administrative receiver appointed in respect of the Issuer by the Issuer at the request of the Trustee or by the Trustee in accordance with clause 17 (*Appointment and Removal of Receivers*) of the Deed of Charge;

"Reconciliation Amount" means in respect of any Calculation Period, (i) the actual Principal Receipts as determined in accordance with the available Administrator Reports, less (ii) the calculated Principal Receipts in respect of such Calculation Period, plus (iii) any Reconciliation Amount not applied in previous Calculation Periods;

"Reference Agent" means The Bank of New York Mellon, London Branch acting in its capacity as Reference Agent pursuant to the Agency Agreement (or any successor duly appointed);

"Reference Banks" means the principal London office of four major banks in the London interbank market, selected by the Reference Agent at the relevant time;

"Reference Rate" means, on any Interest Determination Date, the floating rate determined by the Reference Agent by reference to the Screen Rate on such date or if, on such date, the Screen Rate is unavailable:

- (a) the Rounded Arithmetic Mean of the offered quotations as at or about 11.00am (London time) on that date of the Reference Banks to major banks for Euro deposits for the Relevant Period in the London interbank market in the Representative Amount determined by the Reference Agent after request of each of the Reference Banks;
- (b) if, on such date, two or three only of the Reference Banks provide such quotations, the rate determined in accordance with paragraph (a) above on the basis of the quotations of those Reference Banks providing such quotations; or
- (c) if, on such date, one only or none of the Reference Banks provide such a quotation, the Reserve Reference Rate;

"Register" means the register on which the names and addresses of the holders of the Notes and the particulars of the Notes shall be entered and kept by the Issuer at the Specified Office of the Registrar;

"Registrar" means the party responsible for the registration of the Notes, which at the Closing Date is The Bank of New York Mellon SA/NV, Dublin Branch acting in such capacity pursuant to the Agency Agreement (or any successor duly appointed);

"Related Security" means in relation to a Mortgage Loan, the security for the repayment of that Mortgage Loan, the security for the repayment of that Mortgage Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Mortgage Portfolio sold to the Issuer pursuant to the Mortgage Sale Agreement including (without limitation);

- (a) the benefit of all affidavits, declarations, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, deeds of consent relating to the relevant Property) from occupiers and other persons having an interest in or rights in connection with the relevant Property;
- (b) each right of action of the Seller against any person (including, without limitation, any solicitor, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Mortgage Loan and any Related Security or affecting the decision of the Seller to make or offer to make all or part of the Mortgage Loan but excluding, for the avoidance of doubt, any rights of action the Seller may have against BOIMB pursuant to the Internal Mortgage Sale Agreement; and

- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (including, the relevant Insurance Policies) deposited, charged, obtained, or held in connection with the Mortgage Loan, Mortgage and/or Property and relevant Mortgage Loan files;

"Relevant Additional Note Payment Margin" means:

- (a) In respect of the Class D Notes, 2.00 per cent. per annum;
- (b) In respect of the Class E Notes, 3.00 per cent. per annum;
- (c) In respect of the Class F Notes, 4.00 per cent. per annum;

"Relevant Margin" means:

- (a) for the Class A Notes, 0.85 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin;
- (b) for the Class B Notes, 1.35 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin;
- (c) for the Class C Notes, 1.50 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin;
- (d) for the Class D Notes, 1.50 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin; and
- (e) for the Class E Notes, 1.50 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin; and
- (f) for the Class F Notes, 1.50 per cent. per annum up to and excluding the Step-Up Date and thereafter the Step-Up Margin;

"Relevant Period" means, in relation to the first Interest Determination Date, the linear interpolation of one month and three months and, in relation to each subsequent Interest Determination Date, the length in months of the related Interest Period;

"Remaining Revenue Shortfall" means for each Interest Payment Date after the Class B Notes have been redeemed in full and after paying or providing for items (a) to (e)(iv) and (f)(i) to (f)(iv) inclusive of the Pre-Enforcement Revenue Priority of Payments, the extent, if any, of any remaining shortfall in amounts available to pay or provide for payment on such Interest Payment Date of interest of the then Most Senior Class of Notes outstanding after application by the Cash Manager (on behalf of the Issuer) of (i) Available Revenue Receipts (other than item (e) of Available Revenue Receipts) and (ii) amounts standing to the credit of the General Reserve Fund to make up a Revenue Shortfall;

"Remaining Senior Revenue Shortfall" means for each Interest Payment Date, the extent, if any, of any remaining shortfall in amounts available to (i) pay outstanding Senior Revenue Amounts and (ii) to replenish the Senior Reserve Fund to the Senior Reserve Fund Required Amount in accordance with items (e)(iv) and (f)(iv) of the Pre-Enforcement Revenue Priority of Payments, after application by the Cash Manager (on behalf of the Issuer) of (x) Available Revenue Receipts (other than item (c) of Available Revenue Receipts) and (y) amounts standing to the credit of the Senior Reserve Fund to make up a Senior Revenue Shortfall;

"Representative Amount" means an amount that is representative for a single transaction in the relevant market at the relevant time;

"Reserved Matter" means any proposal:

- (a) to change any date fixed for payment of principal or interest in respect of the Notes of any class, to modify the amount of principal or interest due on any date in respect of the Notes of any class or to alter the method of calculating the amount of, or date fixed for, any payment in respect of the Notes of any class;
- (b) (except in accordance with Condition 21 (*Substitution of Issuer*) and clause 13 (*Substitution*) of the Trust Deed) to effect the exchange, conversion or substitution of the Notes of any class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;
- (c) to change the currency in which amounts due in respect of the Notes are payable;
- (d) to alter the priority of payment of interest or principal in respect of the Notes;
- (e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution of holders of the Most Senior Class then outstanding; or
- (f) to amend this definition,

but excluding a Base Rate Modification;

"Reserve Reference Rate" means on any Interest Determination Date:

- (a) the Rounded Arithmetic Mean of the rates at which deposits in Euros are offered in the Eurozone interbank market at approximately 11.00am (Brussels time) on the Interest Determination Date by the principal Brussels office of each of four major banks selected by the Issuer (or the Administrator on its behalf) in its absolute discretion for Euro loans for the Relevant Period in the Representative Amount to major banks in the Eurozone interbank market; or
- (b) if the Issuer (or the Administrator on its behalf) cannot determine such Rounded Arithmetic Mean as aforesaid, the Reference Rate in effect for the Interest Period ending on the Business Day immediately preceding the relevant Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period;

"Revenue Ledger" means the ledger maintained by the Cash Manager on behalf of the Issuer which records all Revenue Receipts received by the Issuer and distribution of the same in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable);

"Revenue Receipts" means payments received by the Issuer directly or from the Seller representing:

- (a) payments of interest (including Arrears of Interest and Accrued Interest but excluding (i) Capitalised Arrears and (ii) any Arrears of Interest, Accrued Interest and accrued fees and expenses forming part of the Current Balance as at the Cut-Off Date) and fees due from time to time under the Mortgage Loans;
- (b) recoveries of interest and outstanding fees (excluding Capitalised Arrears, if any) from defaulting Borrowers under Mortgage Loans being enforced;
- (c) recoveries of interest from defaulting Borrowers under Mortgage Loans in respect of which enforcement procedures have been completed (excluding any Trust Property to which the Seller is entitled);
- (d) the proceeds of the repurchase of any Mortgage Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement to the extent such proceeds are attributable to Accrued Interest, Arrears of

Interest and other interest amounts in respect of the Mortgage Loans (excluding, for the avoidance of doubt, Capitalised Arrears) as at the relevant transfer date;

- (e) the proceeds of any indemnity payment received from the Seller in respect of any breach of any Mortgage Loan Warranty or any indemnity in respect of a Tracker Remediation Mortgage Loan pursuant to the Mortgage Sale Agreement to the extent such proceeds are attributable to Accrued Interest, Arrears of Interest and other interest amounts in respect of the Mortgage Loans;
- (f) any early repayment charges which have been paid by the Borrower in respect of the Mortgage Loans; and
- (g) any payments of any nature, including principal, interest and fees, received in respect of any Unsecured Loans from time to time (but excluding (i) Capitalised Arrears and (ii) any Arrears of Interest, Accrued Interest and account fees and expenses forming part of the Current Balance of any Unsecured Loan as at the Cut-Off Date).

"Revenue Shortfall" means, for each Interest Payment Date, the extent if any, by which Available Revenue Receipts (other than items (c) and (d) of Available Revenue Receipts and any Available Principal Receipts applied in respect of any Remaining Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are insufficient to pay or provide for items (e)(v) to (e)(xiii) of the Pre-Enforcement Revenue Priority of Payments multiplied by (100/95) on such Interest Payment Date;

"Rounded Arithmetic Mean" means the arithmetic mean (rounded, if necessary, to the nearest 0.0001 per cent., 0.00005 per cent. being rounded upwards);

"Screen" means Reuters Screen EURIBOR01; or

- (a) such other page as may replace Reuters Screen EURIBOR01 on that service for the purpose of displaying such information; or
- (b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Trustee) as may replace such screen;

"Screen Rate" means, in relation to (i) the first Interest Determination Date, the linear interpolation of the offered quotations for euro deposits for the Relevant Period in the London interbank market displayed on the Screen or (ii) any subsequent Interest Determination Date, the offered quotations for Euro deposits for the Relevant Period which appears on the Screen (in the case of (i) and (ii)) as at or about 11.00am (London time) on that date (rounded upwards if necessary, to five decimal places);

"Secured Amounts" means the aggregate of all moneys and Liabilities which from time to time are or may become due, owing or payable by the Issuer to each, some or any of the Secured Creditors under the Notes or the Transaction Documents;

"Secured Creditors" means the Trustee in its own capacity, any Receiver or any Appointee appointed by the Trustee, each in its own capacity, the Reference Agent, the Registrar, the Paying Agents, the Corporate Services Provider, the Administrator, (and any replacement of the Administrator), the Replacement Administrator Facilitator, the Cash Manager, (and any replacement of the Cash Manager), the Deposit Account Bank (and any replacement of the Deposit Account Bank), the Interest Rate Cap Provider, the Noteholders, the VRR Lender and any party named as such in a Transaction Document;

"Secured Mortgage Loan" means a loan, secured by a Mortgage and its Related Security, sold or to be sold to the Issuer on the Closing Date but excluding (for the avoidance of doubt) a Secured Mortgage Loan and its Related Security which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer

"Security" means the security granted by the Issuer to the Trustee under and pursuant to the Deed of Charge in favour of the Trustee for the benefit of the Secured Creditors;

"Seller" means Bank of Ireland acting in its capacity as seller of the Mortgage Loans and Related Security to the Issuer pursuant to the Mortgage Sale Agreement;

"Seller Security Power of Attorney" means the power of attorney granted by the Seller in favour of the Issuer and the Trustee on the Closing Date in substantially the same form as that set out in Schedule 3 (*Seller Security Power of Attorney*) to the Mortgage Sale Agreement;

"Senior Reserve Fund" means the reserve fund established on the Closing Date in the Deposit Account which will be initially funded by part of the proceeds of issuance of the Class Z Notes and the proceeds of advancing the VRR Loan up to the Initial Senior Reserve Fund Required Amount and which will subsequently be funded from Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments;

"Senior Reserve Fund Excess Amount" means the excess by which the funds credited to the Senior Reserve Fund (having taken into account any funds applied on such Interest Payment Date to remedy a Senior Revenue Shortfall) exceed the Senior Reserve Fund Required Amount;

"Senior Reserve Fund Ledger" means the ledger maintained by the Cash Manager in the Deposit Account on behalf of the Issuer which records the amounts standing to the credit of the Senior Reserve Fund;

"Senior Reserve Fund Required Amount" mean means:

- (a) on any Interest Payment Date up to (but excluding) the earlier of (x) the Interest Payment Date on which the Class B Notes are redeemed in full; and (y) the Interest Payment Date on which the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent. of the aggregate Current Balance of the Secured Mortgage Loans as at the Closing Date, an amount equal to the greater of:
 - (i) the product of (A) 2 per cent. and (B) (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the relevant Interest Payment Date; and
 - (ii) the product of (A) 1 per cent. and (B) (100/95) of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; and
- (b) thereafter, zero.

"Senior Reserve Fund Residual Amount" means the amount standing to the credit of the Senior Reserve Fund on the Interest Payment Date that is the earlier of the date on which (i) the Class B Notes are redeemed in full; and (ii) the aggregate Current Balance of the Secured Mortgage Loans is less than one per cent of the aggregate Current Balance of the Secured Mortgage Loans on the Closing Date, such amount constituting part of the Available Principal Receipts;

"Senior Revenue Shortfall" means, for each Interest Payment Date, the extent if any, by which Available Revenue Receipts (other than items (c) and (d) and any Available Principal Receipts applied to remedy a Remaining Senior Revenue Shortfall pursuant to item (e) of Available Revenue Receipts) are insufficient to pay (i) items (a) to (d) of the Pre-Enforcement Revenue Priority of Payments plus (ii) items (e)(i) and (e)(iii) Pre-Enforcement Revenue Priority of Payments multiplied by (100/95) on such Interest Payment Date;

"Share Trustee" means CSC Share Trustee Services (Ireland) Limited, (registered number 603819), a company incorporated under the laws of Ireland, whose principal office is at 3rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland;

"Specified Office" means, in relation to any Agent:

- (a) the office specified against its name in the Notices Details; or
- (b) such other office as such Agent may specify in accordance with clause 13.8 (*Changes in Specified Offices*) of the Agency Agreement;

"SPV Criteria" means the criteria established from time to time by the Rating Agencies for a single purpose company in the Issuer Jurisdiction;

"Standard Documentation" means the standard documentation of the Seller, a list of which is set out in the Mortgage Sale Agreement;

"Step-Up Date" means the Interest Payment Date falling on 24 April 2024;

"Step-Up Margin " means, from and including the Step-Up Date;

- (a) In respect of the Class A Notes, 1.50 per cent. per annum;
- (b) In respect of the Class B Notes, 2.00 per cent. per annum;
- (c) In respect of the Class C Notes, 2.50 per cent. per annum;
- (d) In respect of the Class D Notes, 1.50 per cent. per annum;
- (e) In respect of the Class E Notes, 1.50 per cent. per annum; and
- (f) In respect of the Class F Notes, 1.50 per cent. per annum;

"Substituted Obligor" means a single purpose company incorporated in any jurisdiction that meets the SPV Criteria;

"TARGET2 Settlement Day" means any day on which the TARGET2 system is open for the settlement of payments in euro;

"TARGET2 system" means the Trans European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single platform and which was launched on 19 November 2007;

"Tax" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same, but excluding taxes on net income) imposed or levied by or on behalf of any Tax Authority and "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly;

"Tax Authority" means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function (including, without limitation, the Irish Revenue Commissioners);

"Tax Deduction" means any deduction or withholding for or on account of Tax;

"Tracker Mortgage Loans" means the Mortgage Loans which are ECB-linked mortgages where the applicable rate of interest is calculated by reference to the ECB Rate or, where the applicable rate of interest is calculated by reference to a combination of the ECB Rate and the appropriate loan to value ratio;

"Transaction Documents" means the Deposit Account Bank Agreement, the Administration Agreement, the Agency Agreement, the Cash Management Agreement, the Collection Account Declarations of Trust, the Corporate Services Agreement, the Deed of Charge, the Incorporated Terms Memorandum, the Mortgage

Sale Agreement, the Seller Security Power of Attorney, the BOIMB Security Power of Attorney, the Trust Deed, the Deed Poll, the Interest Rate Cap Agreement, the VRR Loan Agreement and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes and any other document designated as such by the Issuer and the Trustee;

"Transaction Party" means any person who is a party to a Transaction Document and **Transaction Parties** means some or all of them;

"Treaty" means the Treaty establishing the European Community, as amended;

"Trust Deed" means the deed so named dated on or about the Closing Date between the Issuer and the Trustee and any document expressed to be supplemental to the Trust Deed;

"Trust Documents" means the Trust Deed and the Deed of Charge and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions of the Trust Deed or the Deed of Charge and expressed to be supplemental to the Trust Deed and the Deed of Charge;

"Trust Property" means the benefit of the rights, powers and covenants in the Trustee's favour contained in the Trust Deed and the other Transaction Documents and all proceeds derived therefrom;

"Trustee" means BNY Mellon Corporate Trustee Services Limited in its capacity as trustee under the terms of the Trust Documents, and such other person or persons as may be appointed from time to time as Trustee (or co-Trustee) pursuant to the Trust Documents;

"Unpaid Additional Note Payments" means the Class D Unpaid Additional Note Payments, the Class E Unpaid Additional Note Payments and the Class F Unpaid Additional Note Payments and each an Unpaid Additional Note Payment as the context so requires;

"Unsecured Loan" means a loan which represents residual debt owed by a borrower to an Original Lender in circumstances where the underlying property collateral has been sold as at the Cut-Off Date, with such loan sold or to be sold to the Issuer on the Closing Date but excluding (for the avoidance of doubt) an Unsecured Loan which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

"Valuation Report" means the valuation report or reports for mortgage purposes, obtained by the Seller from a valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a Prudent Mortgage Lender and which has been approved by the relevant officers of the Seller;

"Variable Rate" means the variable rate of interest set by the Administrator applicable to certain Mortgage Loans contained in the Mortgage Portfolio;

"Variable Rate Mortgage Loans" means the Mortgage Loans which are subject to a variable rate of interest as set by the Legal Title Holder;

"VRR Entrenched Rights" means any of the following:

- (a) any modification or waiver which affects the rights of the VRR Lender which, if made, would be adverse to the VRR Loan where a corresponding modification or waiver was not simultaneously made to or in respect of the other Classes of Notes on an equivalent basis;
- (b) any modification or waiver which affects the VRR Lender's entitlement to 5 per cent. of the Net Available Revenue Receipts, Net Available Principal Receipts and Post-Enforcement Net Available Receipts as applicable;

- (c) any modification or waiver which affects the capital treatment of the VRR Lender's interest in the Mortgage Portfolio or the VRR Loan, as determined by way of an opinion of a reputable accountancy firm or law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or relating to such modification or waiver);
- (d) any modification or waiver which puts the VRR Lender in breach of its obligations under the EU Securitisation Regulation or the UK Securitisation Regulation as determined by way of an opinion of a reputable law firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (e) any modification or waiver which adversely affects the position of the VRR Lender in relation to derecognition of the Mortgage Portfolio or non-consolidation of the Issuer as determined by way of an opinion of a reputable accountancy firm chosen by the VRR Lender (such opinion to be provided within 30 days of the VRR Lender being provided with final drafts of all documents effecting or related to such modification or waiver);
- (f) any modification to the Portfolio Option Purchase Price; or
- (g) a modification to this definition of VRR Entrenched Rights;

"VRR Loan" means a loan of a principal amount of €17,222,000 being no less than 5 per cent. of (100/95) of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date, to be made available by the VRR Lender to the Issuer pursuant to the VRR Loan Agreement;

"VRR Loan Agreement" means a loan agreement entered into between the Issuer and the VRR Lender on the Closing Date;

"VRR Loan Principal Deficiency Sub-Ledger" means the sub-ledger of the Principal Deficiency Ledger relating to the VRR Loan;

"VRR Lender" means The Governor and Company of the Bank of Ireland;

"VRR Proportion" means 5 per cent. of (100/95) of the aggregate principal amount of the Notes; and

"Written Resolution" means a resolution in writing signed by or on behalf of all holders of Notes of the relevant class for the time being outstanding, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes.

2.2 Interpretation

Any reference in the Conditions to:

"continuing", in respect of an Event of Default, shall be construed as a reference to an Event of Default which has not been waived in accordance with the terms of the Conditions or, as the case may be, the relevant Transaction Document;

a **"class"** shall be a reference to a class of the Notes being the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class Z Notes and classes shall be construed accordingly;

"including" shall be construed as a reference to "including without limitation", so that any list of items or matters appearing after the word "including" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word "including";

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a **"law"** shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;

a **"person"** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

"principal" shall, where applicable, include premium;

"redeem" and **"pay"** shall each include both of the others and **"redeemed"**, **"redeemable"** and **"redemption"** and **"paid"**, **"payable"** and **"payment"** shall be construed accordingly;

a reference to any person defined as a **"Transaction Party"** in the Conditions shall be construed so as to include its and any subsequent successors and permitted transferees in accordance with their respective interests; and

a **"successor"** of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred.

2.3 **Transaction Documents and other agreements**

Any reference to any document defined as a Transaction Document or any other agreement or document shall be construed as a reference to such Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, restated, varied, novated, supplemented or replaced.

2.4 **Statutes and Treaties**

Any reference to a statute or treaty shall be construed as a reference to such statute or treaty as the same may have been, or may from time to time be, amended or, in the case of a statute, re-enacted.

2.5 **Schedules**

Any Schedule of, or Appendix to a Transaction Document forms part of such Transaction Document and shall have the same force and effect as if the provisions of such Schedule or Appendix were set out in the body of such Transaction Document. Any reference to a Transaction Document shall include any such Schedule or Appendix.

2.6 **Headings**

Condition headings are for ease of reference only.

2.7 **Sections**

Except as otherwise specified in the Condition, reference in the Conditions to:

2.7.1 a **"Section"** shall be construed as a reference to a Section of the relevant Transaction Document;

2.7.2 a **"Part"** shall be construed as a reference to a Part of the relevant Transaction Document;

- 2.7.3 a "**Schedule**" shall be construed as a reference to a Schedule of the relevant Transaction Document;
- 2.7.4 a "**clause**" shall be construed as a reference to a clause of a Part or Section (as applicable) of the relevant Transaction Document; and
- 2.7.5 a "**Paragraph**" shall be construed as a reference to a Paragraph of a Schedule of the relevant Transaction Document.

2.8 **Number**

In any Transaction Document, save where the context otherwise requires, words importing the singular number include the plural and *vice versa*.

3 **FORM AND DENOMINATION**

- 3.1 The Notes are in fully registered form in the Minimum Denomination for such Notes, without principal receipts, interest coupons or talons attached.
- 3.2 The Principal Amount Outstanding of the Notes of each class initially offered and sold outside the United States to persons that are not U.S. persons pursuant to Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**") is represented by one or more global registered notes in fully registered form (the **Global Notes**) without coupons attached. References herein to the Notes shall include (i) in relation to any Notes of a class represented by a Global Note, units of the Minimum Denomination of such class, (ii) any Global Note and (iii) any Definitive Certificate issued in exchange for a Global Note.
- 3.3 For so long as any Notes are represented by a Global Note, transfers and exchanges of beneficial interests in Global Notes and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear or Clearstream, Luxembourg, as appropriate.
- 3.4 For so long as the Notes are represented by a Global Note and Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable only in minimal amounts of €100,000 and integral multiples of €1,000 thereafter.
- 3.5 Certificates evidencing definitive registered Notes in an aggregate principal amount equal to the Principal Amount Outstanding of the Global Notes (the "**Definitive Certificates**") will be issued in registered form and serially numbered in the circumstances referred to below. Definitive Certificates, if issued, will be issued in the denomination of €100,000 and any amount in excess thereof in integral multiples of €1,000.
- 3.6 If, while any Notes are represented by a Global Note:
- 3.6.1 in the case of a Global Note held in Euroclear or Clearstream, Luxembourg, Euroclear or Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or do so cease business and no alternative clearing system is available; or
- 3.6.2 as a result of any amendment to, or change in, the laws or regulations of Ireland (or any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes were in definitive registered form and a certificate to such effect signed by an authorised director of the Issuer is delivered to the Trustee (upon which the Trustee shall be entitled to rely without liability to any person), (each a "**relevant event**") the Issuer will issue Definitive Certificates to Noteholders whose accounts with the relevant clearing systems are

credited with interests in that Global Note in exchange for those interests within 30 days of the relevant event but not earlier than the Exchange Date. The Global Note will not be exchangeable for Definitive Certificates in any other circumstances.

4 TITLE

- 4.1 The person registered in the Register as the holder of any Note will (to the fullest extent permitted by applicable law) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Note regardless of any notice of ownership, theft or loss, of any trust or other interest therein or of any writing thereon or, if more than one person, the first named of such persons who will be treated as the absolute owner of such Note.
- 4.2 The Issuer shall cause to be kept at the Specified Office of the Registrar, the Register on which shall be entered the names and addresses of the holders of the Notes and the particulars of the Notes held by them and of all transfers and redemptions of the Notes.
- 4.3 No transfer of a Note will be valid unless and until entered on the Register.
- 4.4 Transfers and exchanges of beneficial interests in the Global Note and any Definitive Certificates and entries on the Register relating thereto will be made subject to any restrictions on transfers set forth on such Notes and the detailed regulations concerning transfers of such Notes contained in the Agency Agreement, the Trust Deed and the legend appearing on the face of the Notes. In no event will the transfer of a beneficial interest in a Global Note or the transfer of a Definitive Certificate be made absent compliance with the regulations referred to above (and subject to the Issuer or its agents being able to obtain any information required in order to satisfy any automatic exchange of information obligations under any applicable law), and any purported transfer in violation of such regulations or automatic exchange of information requirements shall be void ab initio and will not be honoured by the Issuer or the Trustee. The regulations referred to above may be changed by the Issuer with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be sent by the Principal Paying Agent in the U.K. or the Registrar to any holder of a Note who so requests (and who provides evidence of such holding where the Notes are in global form) and will be available upon request at the Specified Office of the Registrar or the Principal Paying Agent.
- 4.5 A Definitive Certificate may be transferred in whole or in part upon the surrender of the relevant Definitive Certificate, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar or the Principal Paying Agent. In the case of a transfer of part only of a Definitive Certificate, a new Definitive Certificate in respect of the balance remaining will be issued to the transferor by or by order of the Registrar.
- 4.6 Each new Definitive Certificate, to be issued upon transfer of Definitive Certificates will, within five Business Days of receipt of such request for transfer, be available for delivery at the Specified Office of the Registrar or the Principal Paying Agent stipulated in the request for transfer, or be mailed at the risk of the holder entitled to the Definitive Certificate, to such address as may be specified in such request.
- 4.7 Registration of Definitive Certificates on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of (or the giving of such indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.
- 4.8 No holder of a Definitive Certificate may require the transfer of such Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest on such Note (or, in the case of Class Z Notes, the Class Z Note Interest Amount).

5 STATUS AND RANKING

5.1 Status

The Notes of each class constitute direct, secured and unconditional obligations of the Issuer.

5.2 **Ranking**

The Class A Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class B Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class C Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class D Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class E Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class F Notes will at all times rank without preference or priority *pari passu* amongst themselves. The Class Z Notes will at all times rank without preference or priority *pari passu* amongst themselves.

5.3 **Sole Obligations**

The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other Transaction Parties.

5.4 **Priority of Interest Payments**

Payments of interest on the Class A Notes will at all times rank in priority to payments of interest on the Class B Notes, payments of interest on the Class B Notes will at all times rank in priority to payments of interest on the Class C Notes, payments of interest on the Class C Notes will at all times rank in priority to payment of interest on the Class D Notes, payments of interest on the Class D Notes will at all times rank in priority to payment of interest on the Class E Notes, payments of interest on the Class E Notes will at all times rank in priority to payments of interest on the Class F Notes and payments of interest on the Class F Notes will at all times rank in priority to payments of interest on the Class Z Notes, in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

5.5 **Priority of Principal Payments**

Payments of principal on the Class A Notes will rank in priority to payments of principal on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes. Payments of principal on the Class B Notes will rank in priority to payments of principal on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes. Payments of principal on the Class C Notes will rank in priority to payments of principal on the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes. Payments of principal on the Class D Notes will rank in priority to payments of principal on the Class E Notes, the Class F Notes and the Class Z Notes. Payments of principal on the Class E Notes will rank in priority to payments of principal on the Class F Notes and the Class Z Notes. Payments of principal on the Class F Notes will rank in priority to payments of principal on the Class Z Notes.

5.6 **Priority of Additional Note Payments**

Payments of Additional Note Payments on the Class D Notes will rank in priority to payments of Additional Note Payments on the Class E Notes and the Class F Notes; payments of Additional Note Payments on the Class E Notes will rank in priority to payments of Additional Note Payments on the Class F Notes, in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

5.7 **Priority of Payments**

Prior to the delivery of an Enforcement Notice, the Issuer is required to apply Available Revenue Receipts and Available Principal Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and Pre-Enforcement Principal Priority of Payments (as applicable) and thereafter, in accordance with the Post-Enforcement Priority of Payments.

5.8 **Payments to the VRR Lender**

Payments will be made to the VRR Lender on a *pari passu* and *pro rata* basis with payments on the Notes (including Additional Note Payments) in accordance with the VRR Loan Agreement and the Transaction Documents.

6 **SECURITY**

6.1 **Security**

The Notes and the VRR Loan are secured by the Security.

6.2 **Enforceability**

The Security will become enforceable upon the delivery by the Trustee of an Enforcement Notice in accordance with Condition 13 (*Events of Default*) and subject to the matters referred to in Condition 14 (*Enforcement*).

7 **ISSUER COVENANTS**

The Issuer makes the Issuer Covenants in favour of the Trustee which, amongst other things, restrict the ability of the Issuer to create or incur any indebtedness (save as permitted in the Trust Deed), dispose of assets or change the nature of its business, without the prior written consent of the Trustee. So long as any Note remains outstanding, the Issuer shall comply with the Issuer Covenants.

8 **INTEREST AND ADDITIONAL NOTE PAYMENTS**

8.1 **Accrual of Interest and Additional Note Payments**

8.1.1 Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date.

8.1.2 Each of the Class D Notes, the Class E Notes and the Class F Notes then outstanding shall accrue an Additional Note Payment from (and including) the Step-Up Date.

8.2 **Cessation of Interest and Additional Note Payments**

8.2.1 Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) shall cease to bear interest from its due date for redemption unless, upon due presentation, payment of the principal is improperly withheld or refused or default is otherwise made in respect of the payment, in which case, it will continue to bear interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of:

(a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and

(b) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders of such class (in accordance with Condition 22 (*Notices*)) that the full amount payable is available for collection by the Noteholder, provided that on due presentation payment is in fact made.

8.2.2 Each of the Class D Notes, the Class E Notes and the Class F Notes (or, in the case of the redemption of part only of a Note, that part only of such Note) shall cease to bear its respective Additional Note Payment from its due date for redemption unless, upon due presentation, payment of the principal is improperly withheld or refused or default is otherwise made in respect of the payment, in which case, it will continue to bear interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of:

- (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and
- (b) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders of such class (in accordance with Condition 22 (*Notices*)) that the full amount payable is available for collection by the Noteholder, provided that on due presentation payment is in fact made.

8.3 Interest Payments

8.3.1 Interest on each Note (other than the Class Z Notes) is payable in Euros in arrear on each Interest Payment Date commencing on the First Interest Payment Date, in an amount equal to the Interest Amount in respect of such Note for the Interest Period ending on the day immediately preceding such Interest Payment Date.

8.3.2 Interest on the Class Z Notes is payable in Euros in arrear on each Interest Payment Date commencing on the First Interest Payment Date, in an amount equal to the Class Z Note Interest Amount in respect of such Class Z Note for the Interest Period ending on the day immediately preceding such Interest Payment Date.

8.4 Calculation of Interest Amount

Upon or as soon as practicable after each Interest Determination Date, the Issuer shall calculate (or shall cause the Reference Agent to calculate) the Interest Amount payable on each relevant Note for the related Interest Period.

8.5 Determination of Note Rate, Interest Amount (or Class Z Note Interest Amount) and Interest Payment Date

The Issuer shall procure (or shall cause the Reference Agent to provide), on each Interest Determination Date, a determination of:

- 8.5.1 the Note Rate for each relevant class for the related Interest Period;
- 8.5.2 the Interest Amount for each relevant class for the related Interest Period;
- 8.5.3 the Class Z Note Interest Amount for the related Interest Period; and
- 8.5.4 the Interest Payment Date following the related Interest Period;

and notify the Issuer, the Administrator, the Cash Manager, the Trustee, the Registrar and the Paying Agents and for so long as the Notes are listed on Euronext Dublin, Euronext Dublin.

8.6 Determination of Additional Note Payments

Upon each Interest Determination Date (from and including the Interest Determination Date immediately after the Step-Up Date) the Issuer shall determine (or shall cause the Reference Agent to determine) the amount of each Additional Note Payment (the "**Additional Note Payment Amounts**") in respect of each of the Class D Notes, the Class E Notes and the Class F Notes for the immediately preceding Interest Period and notify the Issuer, the Administrator, the Cash Manager, the Trustee, the Registrar and the Paying Agents and for so long as the Notes are listed on Euronext Dublin, Euronext Dublin.

For the purposes of determining any Additional Note Payment Amount in accordance with this Condition 8.6 (*Determination of Additional Note Payments*), the following calculations apply:

8.6.1 **Current Additional Note Payment**

An amount (rounded downwards to the nearest cent) equal to the product of:

$$A \times B \times (C/D)$$

Where:

A = Relevant Additional Note Payment Margin

B = the Principal Amount Outstanding of the relevant Class of Notes as at the immediately preceding Interest Payment Date (taking into account redemptions (if any) on that Interest Payment Date)

C = the number of days in the relevant Interest Period

D = 360

8.6.2 **Unpaid Additional Note Payment Interest Amount**

An amount (rounded downwards to the nearest cent) equal to the product of:

$$A \times (B + C + D) \times (E/F)$$

Where:

A = in respect of any relevant Interest Period, the aggregate of all Unpaid Additional Note Payments of the relevant Class of Notes which remain unpaid by the Issuer on the immediately preceding Interest Payment Date (taking into account any amount paid on that Interest Payment Date)

B = Relevant Additional Note Payment Margin

C = Relevant Screen Rate

D = Relevant Margin

E = the number of days in the relevant Interest Period

F = 360

8.7 **Publication of Note Rate, Interest Amount (or Class Z Note Interest Amount), Additional Note Payment Amounts and Interest Payment Date**

As soon as practicable after receiving each notification of the Note Rate, the Interest Amount, the Class Z Note Interest Amount, the Additional Note Payment Amounts (if any) and the Interest Payment Date in accordance with Condition 8.6 (*Determination of Note Rate, Interest Amount (or Class Z Note Interest Amount), Additional Note Payment Amounts and Interest Payment Date*) and in any event no later than the second Business Day thereafter, the Issuer will cause such Note Rate, Class Z Note Interest Amount, the Additional Note Payment Amounts (if any) and Interest Amount for each class and the following Interest Payment Date to be published in accordance with the Notices Condition.

8.8 **Amendments to Publications**

The Note Rate, the Interest Amount for each relevant class, the Class Z Note Interest Amount, the Additional Note Payment Amounts (if any) and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Interest Period.

8.9 Determination or Calculation by Issuer

If the Reference Agent does not at any time for any reason determine the Note Rate or the Interest Amount for each relevant class or the Additional Note Payment Amounts (if any) in accordance with this Condition 8 (*Interest*), the Issuer or an appointee on its behalf may:

- 8.9.1 determine the Note Rate for each relevant class at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in this Condition), it shall deem fair and reasonable in all the circumstances; and/or
- 8.9.2 calculate the Interest Amount for each relevant class and the Additional Note Payment Amounts (if any) in the manner specified in this Condition.

8.10 Notifications to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8 (*Interest*), whether by the Reference Banks (or any of them), the Paying Agents, the Registrar, the Reference Agent or the Trustee shall (in the absence of any manifest error) be binding on the Issuer and all Noteholders and no liability to the Noteholders shall attach to the Reference Banks, the Agents or the Registrar in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions under this Condition 8 (*Interest*).

8.11 Reference Banks and Reference Agent

The Issuer or the Administrator on its behalf shall procure that, so long as any of the Notes remain outstanding, there shall at all times be four Reference Banks, a Reference Agent, a Paying Agent and a Principal Paying Agent. In the event of any of the Reference Banks being unable or unwilling to continue to act as a Reference Bank or an Agent being unable or unwilling to continue to act as an Agent, the Issuer or the Administrator on its behalf shall appoint another bank as may be previously approved in writing by the Trustee to act as such in its place. The Reference Agent may not resign until a successor approved in writing by the Trustee is appointed by the Issuer. Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with the Notices Condition.

8.12 Deferral of Interest and Additional Note Payments and insufficient funds to pay the Class Z Note Interest Amount

- 8.12.1 To the extent that funds available to the Issuer to pay interest on the Notes of any class (other than the Class A Notes) on an Interest Payment Date are insufficient to pay the full amount of such interest, payment of the shortfall in respect of such class of Notes ("**Deferred Interest**") will not then fall due but will instead be deferred until the first Interest Payment Date thereafter on which funds are available to the Issuer (after allowing for the Issuer's liabilities of higher priority and subject to and in accordance with these Conditions) to fund the payment of such Deferred Interest to the extent of such available funds.
- 8.12.2 Such Deferred Interest will accrue interest ("**Additional Interest**") at the rate of interest applicable from time to time to such Notes (as determined by this Condition 8 (*Interest*)) and payment of any Additional Interest will also be deferred until the first Interest Payment Date thereafter on which funds are available (subject to and in accordance with these Conditions) to the Issuer to pay such Additional Interest to the extent of such available funds.
- 8.12.3 If, on any Interest Payment Date after the Step-Up Date, the Issuer has insufficient funds to make payment in full of all amounts in respect of Additional Note Payment Amounts, (including interest (if any) accrued but unpaid and/or deferred pursuant to this Condition 8.12.3 and accrued interest thereon) payable in respect of the Class D Notes, the Class E Notes and the Class F Notes after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, then the Issuer shall defer payment of the relevant Additional Note Payment Amount

(which shall accrue interest as calculated in accordance with Condition 8.6.2) until the next Interest Payment Date.

- 8.12.4 Payment of any amounts of Deferred Interest, Additional Interest and any Additional Note Payments shall not be deferred beyond the Final Maturity Date or beyond any earlier date on which each respective class of Notes falls to be redeemed in full in accordance with Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation*) and any such amount which has not then been paid in respect of the relevant class of Notes shall thereupon become due and payable in full.
- 8.12.5 Where the Issuer has insufficient proceeds available to meet its obligations senior to the Class Z Note Interest Amount, the amount due in respect of the Class Z Note Interest Amount shall be zero.

8.13 Determinations and Reconciliation

- 8.13.1 In the event that the Cash Manager does not receive an Administrator Report with respect to a Calculation Period (the "**Determination Period**"), then the Cash Manager may use the Administrator Report in respect of the three most recent Calculation Periods (or, where there are not at least three previous Administrator Reports, any previous Administrator Reports) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in this Condition 8.13 (*Determinations and Reconciliation*). When the Cash Manager receives the Administrator Report relating to the Determination Period, it will make the reconciliation calculations and reconciliation payments as set out in Condition 8.13.3. Any (i) calculations properly done on the basis of such estimates in accordance with Conditions 8.13.2 and/or 8.13.3; (ii) payments made under any of the Notes and Transaction Documents in accordance with such calculations; and (iii) reconciliation calculations and reconciliation payments made as a result of such reconciliation calculations, each in accordance with Condition 8.13.2 and/or 8.13.3, shall be deemed to be done, in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Event of Default and no liability will attach to the Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes.
- 8.13.2 In respect of any Determination Period the Cash Manager shall:
- (a) determine the Interest Determination Ratio by reference to the three most recently received Administrator Reports (or, where there are not at least three previous Administrator Reports, any previous Administrator Reports received in the preceding Calculation Periods);
 - (b) calculate the Revenue Receipts for such Determination Period as the product of (i) the Interest Determination Ratio and (ii) all collections received by the Issuer during such Determination Period (the "**Calculated Revenue Receipts**");
 - (c) calculate the Principal Receipts for such Determination Period as the product of (i) 1 minus the Interest Determination Ratio and (ii) all collections received by the Issuer during such Determination Period (the "**Calculated Principal Receipts**").
- 8.13.3 Following any Determination Period, upon receipt by the Cash Manager of the Administrator Reports in respect of such Determination Period, the Cash Manager shall reconcile the calculations made in accordance with Condition 8.13.2 above to the actual collections set out in the Administrator Reports by allocating the Reconciliation Amount as follows:
- (a) If the Reconciliation Amount is a positive number, the Cash Manager shall apply an amount equal to the lesser of (i) the absolute value of the Reconciliation Amount and (ii) the amount standing to the credit of the Revenue Ledger, as Principal Receipts (with a corresponding debit of the Revenue Ledger);

- (b) If the Reconciliation Amount is a negative number, the Cash Manager shall apply an amount equal to the lesser of (i) the absolute value of the Reconciliation Amount and (ii) the amount standing to the credit of the Principal Ledger, as Revenue Receipts (with a corresponding debit of the Principal Ledger),

provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Receipts and Available Principal Receipts for such Calculation Period in accordance with the terms of the Cash Management Agreement and the Cash Manager shall promptly notify the Issuer and the Trustee of such Reconciliation Amount.

9 FINAL REDEMPTION, MANDATORY REDEMPTION IN PART, OPTIONAL REDEMPTION AND CANCELLATION

9.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided in this Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption and Cancellation*), the Issuer shall redeem the Notes in each class at their Principal Amount Outstanding together with any accrued interest on the Final Maturity Date.

9.2 Mandatory Redemption in part prior to the service of an Enforcement Notice

On each Interest Payment Date prior to the delivery of an Enforcement Notice, the Issuer is required to apply Available Principal Receipts towards the redemption of the Notes to the extent that there are such amounts available to do so in accordance with the Pre-Enforcement Principal Priority of Payments.

9.3 Mandatory Redemption in full on the exercise of the Portfolio Option

The Issuer shall redeem all (but not some only) of the Notes in each class:

- 9.3.1 on the Portfolio Option Completion Date on giving not more than 60 nor less than 2 days' notice to the Trustee and the Noteholders in accordance with the Notices Condition, where the Portfolio Option Purchase Price, together with any Available Principal Receipts and Available Revenue Receipts otherwise available to the Issuer for application on the Interest Payment Date falling on or immediately following the Portfolio Option Completion Date will be used to redeem each Note in accordance with the relevant Priority of Payments at an amount equal to the Principal Amount Outstanding of such Note together with accrued (and unpaid) interest, Deferred Interest and any Additional Note Payments up to, but excluding, such Portfolio Option Completion Date. Any funds remaining after the payment in full of all items ranking senior to the Class Z Notes shall be paid to the Class Z Noteholders before the Class Z Notes are redeemed in full; or
- 9.3.2 on any Interest Payment Date following the sale of the Mortgage Loans and Related Security comprising the Mortgage Portfolio in accordance with the provisions of the Deed Poll where the aggregate Principal Amount Outstanding of the Rated Notes is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on the Closing Date, on giving not more than 60 nor less than 14 days' notice to the Trustee and the Noteholders in accordance with the Notices Condition, where the Portfolio Option Purchase Price together with any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer for application on the Interest Payment Date falling on or immediately following the Portfolio Option Completion Date will be used to redeem each Note in accordance with the relevant Priority of Payments at an amount equal to the Principal Amount Outstanding of such Note together with accrued (and unpaid) interest, Deferred Interest and any Additional Note Payments up to, but excluding, such Interest Payment Date. Any funds remaining after the payment in full of all items ranking senior to the Class Z Notes shall be paid to the Class Z Noteholders before the Class Z Notes are redeemed in full.

9.4 Optional Redemption in full for taxation or other reasons

The Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding together with accrued (and unpaid) interest and Deferred Interest, on any Interest Payment Date:

- 9.4.1 after the date on which, by virtue of a change in Tax law (or the application or official interpretation of Tax law), if the Issuer (or the Paying Agents on the Issuer's behalf) were to make any payment in respect of the Notes, the Issuer (or the Paying Agents on the Issuer's behalf) would be required to make a Tax Deduction in respect of such relevant payment; or
- 9.4.2 after the date on which, by virtue of a change in the Tax law (or the application or official interpretation of Tax law), the Issuer would be subject to Irish corporation tax in an accounting period on an amount which materially exceeds the aggregate Issuer Profit Amount retained during that accounting period (including for the avoidance of doubt by reason of the denial of a deduction on account of tax); or
- 9.4.3 after the date on which the Class A Notes have been redeemed in full,

subject to the following:

- (a) no Enforcement Notice has been delivered by the Trustee;
- (b) that the Issuer has given not more than 60 nor less than 14 days' notice to the Trustee and the Noteholders in accordance with the Notices Condition of its intention to redeem all (but not some only) of the Notes in each class; and
- (c) that prior to giving any such notice, the Issuer has provided to the Trustee:
 - (i) in the case of 9.4.1 above only, a legal opinion (in form and substance satisfactory to the Trustee) from a firm of lawyers in the applicable jurisdiction (approved in writing by the Trustee), opining on the relevant change in Tax law; and
 - (ii) in the case of 9.4.1 above only, a certificate signed by two directors of the Issuer to the effect that the obligation to make a Tax Deduction cannot be avoided; and
 - (iii) in the case of 9.4.1, 9.4.2 and 9.5.3 above only, a certificate signed by two directors of the Issuer to the effect that it will have the funds on the relevant Interest Payment Date, not subject to the interest of any other person, required to redeem the Notes pursuant to this Condition and meet its payment obligations of a higher priority under the Pre-Enforcement Principal Priority of Payments.

A "**Redemption Event**" shall occur if the Issuer satisfies the Trustee immediately before giving the notice referred to below that one or more of the events described in Condition 9.4.1, 9.4.2 or 9.4.3 is continuing.

On any Interest Payment Date on which the Mortgage Loans and Related Security comprising the Mortgage Portfolio are sold pursuant to the Deed Poll following the occurrence of a Redemption Event, the Portfolio Option Purchase Price received by the Issuer will be applied as Available Principal Receipts together with additional Available Principal Receipts and Available Revenue Receipts in accordance with the Post-Enforcement Priority of Payments with the result that the Rated Notes will be redeemed in full in accordance with Condition 9.3 (*Mandatory Redemption in full on the exercise of the Portfolio Option*). The Issuer shall give not more than 60 days' nor less than 2 days' notice to the Trustee and the Noteholders in accordance with the Notices Condition of any such redemption.

9.5 Calculation of Note Principal Payment, Principal Amount Outstanding and Pool Factor

On each Calculation Date, the Issuer shall calculate (or cause the Cash Manager to calculate):

- 9.5.1 the aggregate of any Note Principal Payment due in relation to each class of Note on the Interest Payment Date immediately succeeding such Calculation Date;
- 9.5.2 the Principal Amount Outstanding of each class of Note on the Interest Payment Date immediately succeeding such Calculation Date (after deducting any Note Principal Payment due to be made on that Interest Payment Date in relation to such class); and
- 9.5.3 the fraction expressed as a decimal to the sixth point (the "**Pool Factor**"), of which the numerator is the Principal Amount Outstanding of a class of Note (as referred to in Condition 9.5.2 above) and the denominator is the principal amount of that class of Note on issue expressed as an entire integer, and notify the Issuer, the Trustee, the Paying Agents, the Reference Agent, the Registrar and for so long as the Notes are listed on Euronext Dublin, Euronext Dublin by not less than two Business Days prior to the relevant Interest Payment Date.

9.6 Calculations final and binding

Each calculation by or on behalf of the Issuer of any Note Principal Payment, the Principal Amount Outstanding of each class of Note and the Pool Factor shall in each case (in the absence of manifest error) be final and binding on all persons.

9.7 Trustee to determine amounts in case of Issuer default

If the Issuer does not at any time for any reason calculate (or cause the Cash Manager to calculate) any Note Principal Payment, the Principal Amount Outstanding in relation to each class or the Pool Factor in accordance with this Condition, such amounts may be calculated by the Trustee (without any liability to any person accruing to the Trustee as a result) in accordance with this Condition (based on information supplied to it by the Issuer or the Cash Manager) and each such calculation shall be deemed to have been made by the Issuer. In each case, the Trustee may, at the expense of the Issuer employ an expert to make such calculations and any such calculations shall be deemed to have been made by the Issuer.

9.8 Conclusiveness of certificates and legal opinions

Any certificate and legal opinion given by or on behalf of the Issuer pursuant to Condition 9.4 (*Optional Redemption in full for taxation or other reasons*) may be relied on by the Trustee without further investigation, without liability to any other person and shall be conclusive and binding on the Noteholders, the Trustee and on the other Secured Creditors.

9.9 Notice of Calculation

The Issuer will cause each calculation of a Note Principal Payment, Principal Amount Outstanding in relation to each class and the Pool Factor to be notified immediately after calculation to the Trustee, the Agents and, for so long as the Notes are listed on Euronext Dublin, Euronext Dublin and will immediately cause details of each calculation of a Note Principal Payment, Principal Amount Outstanding in relation to each class and the Pool Factor to be published in accordance with the Notices Condition by no later than two Business Days prior to each Interest Payment Date.

9.10 Notice irrevocable

Any such notice as is referred to in Condition 9.4 (*Optional Redemption in whole for taxation or other reasons*) shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes to which such notice relates at their Principal Amount Outstanding if effected pursuant to Condition 9.4 (*Optional Redemption in full for taxation or other reasons*) and in an amount equal to the Note Principal

Payment in respect of each Note calculated as at the related Calculation Date if effected pursuant to Condition 9.2 (*Mandatory Redemption in part prior to the service of an Enforcement Notice*).

9.11 **Cancellation or redeemed Notes**

All Notes redeemed in full will be cancelled forthwith by the Issuer and may not be reissued or resold.

10 **LIMITED RECOURSE**

10.1 If at any time following:

10.1.1 the occurrence of either:

(a) the Final Maturity Date or any earlier date upon which all of the Notes of each class are due and payable; or

(b) the service of an Enforcement Notice; and

10.1.2 realisation of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments;

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any class of Notes then the amount remaining to be paid (after such application in full of the amounts first referred to in Condition 10.1.2) under such class of Notes (and any class of Notes junior to that class of Notes) shall, following such application in full of the amounts referred to in Condition 10.1.2, cease to be due and payable by the Issuer and any liability of the Issuer in this respect shall be extinguished. For the purposes of this Condition 10, "**Realisation**" means, in relation to any Charged Property, the deriving, to the fullest extent practicable, (in accordance with the provisions of the Transaction Documents) of proceeds from or in respect of such Charged Property including (without limitation) through sale or through performance by an obligor.

11 **PAYMENTS**

11.1 **Principal, interest and Additional Note Payments**

Payments of principal, interest (and, where applicable, Class Z Note Interest Amounts) and any Additional Note Payments shall be made by cheque drawn in Euros or, upon application by a Noteholder to the Specified Office of the Principal Paying Agent not later than the fifteenth day before the due date for payment, by transfer to an account in Euros, maintained by the payee with a bank in London and (in the case of final redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Notes at the Specified Office of any Paying Agent in accordance with the terms of the Agency Agreement.

11.2 **Record date**

Each payment in respect of a Note will be made to the person shown as the Noteholder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Noteholder in the Register at the opening of business on the relevant Record Date. The person shown in the Register at the opening of business on the relevant Record Date in respect of a Note shall be the only person entitled to receive payments in respect of Notes represented by such Note and the Issuer will be discharged by payment to, or to the order of, such person in respect of each amount so paid.

11.3 **Payments subject to fiscal laws**

All payments in respect of the Notes are subject in each case to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

11.4 **Partial Payments**

If the Principal Paying Agent makes a partial payment in respect of any Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note.

11.5 **Payments on Business Days**

If the due date for payment of any amount in respect of any Note is not a Business Day, then the holder shall not be entitled to payment until the next succeeding Business Day and no further payments of additional amounts by way of interest, principal or otherwise shall be due in respect of such Note.

12 **TAXATION**

12.1 **Payments free of Tax**

All payments of principal, interest (and, in the case of the Class Z Notes, the Class Z Note Interest Amount) and any Additional Note Payments in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any Taxes imposed, levied, collected, withheld or assessed by the Issuer Jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless the Issuer, the Trustee or the Paying Agents (as the case may be) are required by law to make any Tax Deduction. In that event, the Issuer, the Trustee or the Paying Agents (as the case may be) shall make such payments after such Tax Deduction and shall account to the relevant authorities for the amount so withheld or deducted. Notwithstanding any other provision in these Conditions, the Issuer, the Trustee and the Paying Agent shall be permitted to withhold or deduct any amounts required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any amended or successor provisions), any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto ("**FATCA withholding**").

12.2 **No payment of additional amounts**

Neither the Issuer, the Trustee nor the Paying Agents will be obliged to pay any additional amounts to the Noteholders as a result of any such Tax Deduction. None of the Issuer, the Trustee or the Paying Agent shall have any obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, the Trustee, a Paying Agent or any other party as a result of any person not being entitled to receive payments free of FATCA withholding.

12.3 **Provision of Information**

Each Noteholder agrees or is deemed to agree that the Issuer and any other relevant party on its behalf may (1) request such forms, self-certifications, documentation and any other information from the Noteholder which the Issuer may require in order for it to comply with its automatic exchange of information obligations under, for example, FATCA and CRS (2) provide any such information or documentation collected from an investor and any other information concerning any investment in the Notes to the relevant tax authorities and (3) take such other steps as they deem necessary or helpful to comply with its automatic exchange obligations under any applicable law.

13 EVENTS OF DEFAULT

13.1 Subject to the other provisions of this Condition, each of the following events shall be treated as an **"Event of Default"**:

13.1.1 *Non-payment:*

- (a) the Issuer fails to pay any amount of principal in respect of the Most Senior Class of Notes within seven days following the due date for payment of such principal; or
- (b) fails to pay any amount of interest in respect of the Class A Notes within fourteen days following the due date for payment of such interest (**provided that**, for the avoidance of doubt, a deferral of interest in respect of a class of Notes (other than the Class A Notes) in accordance with Condition 8.12 (*Interest Deferral and insufficient funds to pay the Class Z Note Interest Amount*) shall not constitute a default in the payment of such interest for the purposes of this Condition 13 (*Events of Default*)); or

13.1.2 *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Most Senior Class of Notes, the Issuer Covenants, the Trust Deed, the Deed of Charge or any of the other Transaction Documents and such default (a) is, in the opinion of the Trustee, incapable of remedy or (b) is, in the opinion of the Trustee, capable of remedy, but remains unremedied for 30 days after the Trustee has given written notice of such default to the Issuer; or

13.1.3 an Insolvency Event in respect of the Issuer occurs; or

13.1.4 it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or Trust Documents or any of the other Transaction Documents.

13.2 Delivery of Enforcement Notice

If an Event of Default occurs and is continuing, the Trustee may at its discretion and shall:

- 13.2.1 if so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes outstanding; or
- 13.2.2 if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes outstanding;

deliver an Enforcement Notice to the Issuer.

13.3 Conditions to delivery of Enforcement Notice

Notwithstanding Condition 13.2 (*Delivery of Enforcement Notice*) the Trustee shall not be obliged to deliver an Enforcement Notice unless:

- 13.3.1 in the case of the occurrence of any of the events mentioned in Condition 13.1.2 (*Breach of other obligations*) the Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders of the Most Senior Class of Notes outstanding; and
- 13.3.2 it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

13.4 **Consequences of delivery of Enforcement Notice**

Upon the delivery of an Enforcement Notice, the Notes of each class shall become immediately due and payable, without further action or formality, at their Principal Amount Outstanding together with any accrued interest, Deferred Interest and any Additional Note Payments.

14 **ENFORCEMENT**

14.1 **Proceedings**

The Trustee may, at its discretion and without further notice, institute such steps, actions or proceedings as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes of each class (including these Conditions), the Deed of Charge or under the other Transaction Documents or to enforce the Security, but it shall not be bound to do so unless:

- 14.1.1 so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or
- 14.1.2 so directed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of outstanding Notes,

and in any such case, only if it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

14.2 **Directions to the Trustee**

If the Trustee shall take any action, step or proceeding described in Condition 14.1 (*Proceedings*) it may take such action, step or proceeding without having regard to the effect of such action on individual Noteholders or any other Secured Creditor, provided that so long as any of the Most Senior Class of Notes are outstanding, the Trustee shall not, and shall not be bound to, act at the request or direction of the Noteholders of any other class of Notes unless:

- 14.2.1 to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders of the classes of Notes ranking senior to such other class; or
- 14.2.2 (if the Trustee is not of that opinion) such action is sanctioned by an Extraordinary Resolution of the Noteholders of the Notes ranking senior to such other class.

14.3 **Restrictions on disposal of Issuer's assets**

If an Enforcement Notice has been delivered by the Trustee otherwise than by reason of non-payment of any amount due in respect of the Notes, the Trustee will not be entitled to dispose of the Charged Property or any part thereof unless either:

- 14.3.1 the Cash Manager certifies to the Trustee that a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders of each class after payment of all other claims ranking in priority to the Notes in accordance with the Post-Enforcement Priority of Payments; or
- 14.3.2 the Trustee is of the opinion, which shall be binding on the Noteholders and the other Secured Creditors, reached solely in reliance upon the advice of an investment bank or other financial adviser selected by the Trustee, (and if the Trustee is unable to obtain such advice having made reasonable efforts to do so this Condition 14.3.2 shall not apply) that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Notes of each class after payment of all other

claims ranking in priority to the Notes in accordance with the Post-Enforcement Priority of Payments and the Trustee shall have no liability to any person for the consequences of any such opinion reached in accordance with this Condition 14.3.2; and

- 14.3.3 the Trustee shall not be bound to make the determination, or seek the advice of an investment bank or other financial adviser, contained in Condition 14.3.2 unless the Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing and shall have no liability to anyone for not so doing.

15 **NO ACTION BY NOTEHOLDERS OR ANY OTHER SECURED CREDITOR**

- 15.1 Only the Trustee may pursue the remedies available under the general law or under the Trust Documents to enforce the Security and no Noteholder or other Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Security. In particular, none of the Noteholders or any other Secured Creditor (nor any person on its or their behalf, other than the Trustee where appropriate) are entitled:

- 15.1.1 otherwise than as permitted by these Conditions, to direct the Trustee to enforce the Security or take any proceedings against the Issuer to enforce the Security;
- 15.1.2 to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to such Noteholders or any other Secured Creditors;
- 15.1.3 to initiate or join any person in initiating any insolvency proceeding in relation to the Issuer; or
- 15.1.4 to take or join in the taking of any steps or proceedings which would result in the Priority of Payments not being observed.

16 **MEETINGS OF NOTEHOLDERS**

- 16.1 The Trust Deed contains "*Provisions for Meetings of Noteholders*" for convening separate or combined meetings of Noteholders of any class to consider matters relating to the Notes, including the sanctioning by Extraordinary Resolution of a modification of any provision of these Conditions or the Trust Deed.
- 16.2 The Trust Deed also provides that, notwithstanding any other provision of the Conditions, the Trust Deed or the Transaction Documents, no Extraordinary Resolution may authorise or sanction any modification or waiver that relates to a VRR Entrenched Right, unless the VRR Lender has consented in writing to such modification or waiver.

16.3 **Separate and combined meetings**

The Trust Deed provides that:

- 16.3.1 an Extraordinary Resolution which in the opinion of the Trustee affects the interests of the holders of the Notes of only one class shall be transacted at a separate meeting of the holders of the Notes of that class;
- 16.3.2 an Extraordinary Resolution which in the opinion of the Trustee affects the Noteholders of more than one class of Notes but does not give rise to an actual or potential conflict of interest between the Noteholders of one class of Notes and the holders of another class of Notes shall be transacted either at separate meetings of the Noteholders of each such class or at a single meeting of the Noteholders of all such classes of Notes as the Trustee shall determine in its absolute discretion; and
- 16.3.3 an Extraordinary Resolution which in the opinion of the Trustee affects the Noteholders of more than one class of Notes and gives rise to any actual or potential conflict of interest between the

Noteholders of one class of Notes and the Noteholders of any other class of Notes shall be transacted at separate meetings of the Noteholders of each such class.

16.4 Extraordinary Resolution of the Class Z Noteholders directing termination of appointment of Administrator

16.4.1 The Trust Deed provides that the holders of the Class Z Notes may by an Extraordinary Resolution direct the Issuer (prior to the delivery of an Enforcement Notice) or the Trustee (following delivery of an Enforcement Notice) to terminate the appointment of the Administrator on a date specified in the Extraordinary Resolution.

16.4.2 Other than an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator, no Extraordinary Resolution of the Class Z Noteholders shall take effect for any purpose while any Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholder, the Class F Noteholders or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders as applicable.

16.5 Request from Noteholders

A meeting of Noteholders of a particular class may be convened by the Trustee or the Issuer at any time and must be convened by the Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders of a particular class holding not less than ten per cent. of the aggregate Principal Amount Outstanding of the outstanding Notes of that class. However, so long as no Event of Default has occurred and is continuing, the Noteholders are not entitled to instruct or direct the Issuer to take any action, either directly or indirectly through the Trustee, without consent of the Issuer and, if applicable, certain other Transaction Parties pursuant to any relevant Transaction Documents, unless the Issuer has an obligation to take such action under the relevant Transaction Documents.

16.6 Quorum

The quorum at any meeting convened to vote on:

16.6.1 an Extraordinary Resolution, other than regarding a Reserved Matter, relating to a meeting of a particular class or classes of the Notes will be one or more persons holding or representing, in aggregate, a majority of the Principal Amount Outstanding of the outstanding Notes in that class or those classes or, at any adjourned meeting, one or more persons being or representing Noteholders of that class or those classes, whatever the Principal Amount Outstanding of the outstanding Notes so held or represented in such class or classes; and

16.6.2 an Extraordinary Resolution relating to a Reserved Matter (which must be proposed separately to each class of Noteholders) will be one or more persons holding or representing in aggregate not less than 75 per cent. of the Principal Amount Outstanding of the outstanding Notes in the relevant class or classes or, at any adjourned meeting, one or more persons holding or representing not less than in aggregate 25 per cent. of the Principal Amount Outstanding of the outstanding Notes in the relevant class or classes.

16.7 Relationship between classes

In relation to each class of Notes and other than in relation to a VRR Entrenched Right which requires the consent of the VRR Lender:

- 16.7.1 other than an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator or an Extraordinary Resolution to approve a Reserved Matter, an Extraordinary Resolution passed at a meeting of the holders of the Most Senior Class of Notes duly convened and held shall be binding upon the holders of all the other classes of Notes irrespective of the effect upon them;
 - 16.7.2 other than an Extraordinary Resolution of the Class Z Noteholders directing the termination of the appointment of the Administrator or an Extraordinary Resolution to approve a Reserved Matter, an Extraordinary Resolution passed at a meeting of a class of Noteholders shall be binding on all other classes of Noteholders ranking junior to such class of Noteholders in the Pre-Enforcement Revenue Priority of Payments, irrespective of the effect it has upon them;
 - 16.7.3 no Extraordinary Resolution of any class of Noteholders shall take effect for any purpose unless it shall have been sanctioned by an Extraordinary Resolution of the holders of all other classes of Notes ranking senior to such Class of Noteholders in the Pre-Enforcement Revenue Priority of Payments (including for these purposes the Step-Up Margins (if applicable) in respect of the Notes) or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of such senior ranking classes of Notes;
 - 16.7.4 no Extraordinary Resolution of the holders of one class of Notes which is in respect of a Reserved Matter shall take effect unless it is sanctioned by an Extraordinary Resolution of the holders of each affected classes of Notes then outstanding which are affected by such Reserved Matter (other than, for the avoidance of doubt, the VRR Lender), or the Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the holders of those affected classes of Notes then outstanding;
 - 16.7.5 any resolution passed at a Meeting of Noteholders of one or more classes of Notes duly convened and held in accordance with the Trust Deed shall be binding upon all Noteholders of such class or classes, whether or not present at such Meeting and whether or not voting;
- 16.8 Any Extraordinary Resolution passed by any class of Noteholders will be binding on the VRR Lender (other than any resolution in respect of a VRR Entrenched Right which shall only be binding on the VRR Lender if the VRR Lender has consented in writing to such resolution). No Extraordinary Resolution of the holders of a class of Notes which relates to a VRR Entrenched Right shall take effect unless the VRR Lender has consented in writing to such resolution.

16.9 **Resolutions in writing**

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

17 **MODIFICATION AND WAIVER**

17.1 **Modification**

The Trustee may at any time and from time to time, with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) but without the consent or sanction of the Noteholders or any of the other Secured Creditors agree with the Issuer and any other relevant parties in making or sanctioning (other than in respect of the VRR Entrenched Rights):

- 17.1.1 any modification to these Conditions, the Trust Documents, the Notes or the other Transaction Documents in relation to which its consent is required (other than in respect of a Reserved Matter or any provision of the Trust Documents referred to in the definition of a Reserved Matter) which, in the opinion of the Trustee, will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes then outstanding;

- 17.1.2 any modification to these Conditions, the Trust Documents, the Notes or the other Transaction Documents (including a Reserved Matter) in relation to which its consent is required, if, in the opinion of the Trustee (acting in accordance with the Trust Deed), such modification is of a formal, minor or technical nature or is made to correct a manifest error,

provided that the Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution of holders of the Most Senior Class made pursuant to Condition 16 (*Meetings of Noteholders*).

17.2 Additional Right of Modification

Notwithstanding the provisions of Condition 17.1 (*Modification*), the Trustee shall be obliged, without any consent or sanction of the Noteholders, or any other Secured Creditors, subject to the receipt of written consent from the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification (other than in respect of a Reserved Matter or any provision of the Trust Documents referred to in the definition of a Reserved Matter or VRR Entrenched Rights) to these Conditions or any other Transaction Document that the Issuer considers necessary:

- 17.2.1 for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that the Issuer certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria;
- 17.2.2 in order to enable the Issuer to comply with any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) (as amended) ("**EMIR**"), provided that the Issuer certifies to the Trustee in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;
- 17.2.3 for the purpose of complying with any changes in the requirements of the EU Securitisation Regulation or the UK Securitisation Regulation including as a result of the adoption of regulatory technical standards in relation to the EU Securitisation Regulation, the UK Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- 17.2.4 for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- 17.2.5 for the purposes of enabling the Issuer to comply with FATCA and/or CRS (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- 17.2.6 for the purpose of complying with any changes in the requirements of the EU CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the EU CRA Regulation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer or the relevant Transaction Party, as the case may be, pursuant to paragraphs 17.2.1 to 17.2.6 above being a "**Modification Certificate**"),

17.2.7 for the purpose of changing the base rate in respect of the Notes from EURIBOR to an alternative base rate or reference rate (any such rate, an "**Alternative Base Rate**") and making such other amendments as are necessary or advisable in the reasonable judgement of the Issuer to facilitate such change (a "**Base Rate Modification**"), provided that the Administrator, on behalf of the Issuer, certifies to the Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

- (a) the Base Rate Modification is being undertaken due to any one or more of the following:
 - (i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or be published;
 - (ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed);
 - (iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR);
 - (iv) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
 - (v) a public statement by the supervisor of the EURIBOR administrator that means EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or
 - (vi) the reasonable expectation of the Issuer that any of the events specified in subparagraphs (i) to (v) above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and
- (b) the Alternative Base Rate is any one or more of the following:
 - (i) a reference rate which has been recognised or endorsed as a rate which should or could be used, subject to adjustments (if any), to replace EURIBOR by either (x) the ECB, ESMA, or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Euro Risk-Free Rates or (y) an industry body recognised nationally or internationally as representing participants in the mortgage / asset backed securitisation market generally);
 - (ii) a base rate utilised in a material number of publicly-listed new issues of Euro-denominated mortgage / asset backed floating rate notes prior to the effective date of such Base Rate Modification;
 - (iii) a base rate utilised in a publicly-listed new issue of Euro-denominated mortgage / asset backed floating rate notes where the originator of the relevant assets is the Seller or an affiliate of the Seller; or
 - (iv) such other base rate as the Issuer reasonably determines.

The Trustee is only obliged to concur with the Issuer in making any modification referred to in Conditions 17.2.1 to 17.2.8 (other than in respect of a Reserved Matter) to the Conditions and/or any Transaction Document, provided that:

- (a) other than in the case of a modification pursuant to Condition 17.2.2, at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;

- (b) the Modification Certificate or the Base Rate Modification Certificate (upon which the Trustee may rely absolutely without further enquiry or liability to any person for so doing) in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect; and
- (c) in relation to a Base Rate Modification, a copy of the written notice provided to Noteholders shall be appended to the Base Rate Modification Certificate; and
- (d) the consent of each Secured Creditor which is party to the relevant Transaction Document has been obtained;
- (e) and provided further that, other than in the case of any modification made pursuant to Condition 17.2.2 either:
 - (i) the Issuer obtains from each of the Rating Agencies written confirmation (or certifies in the Modification Certificate or Base Rate Modification Certificate, as applicable) that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in (x) a downgrade, qualification or withdrawal of the then current ratings assigned to any Class of the Notes by such Rating Agency; or
 - (ii) the Issuer certifies in the Modification Certificate that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and
- (f) The Issuer certifies in writing to the Trustee (which certification may be in the Modification Certificate or the Base Rate Modification Certificate) that in relation to such modification (I) the Issuer has provided at least 30 days' notice to the Noteholders of each Class of the proposed modification in accordance with the Notices Condition and by publication on Bloomberg on the "Company News" screen relating to the Notes, in each case specifying the date and time by which Noteholders may object to the proposed modification, and has made available at such time the modification documents for inspection at the registered office of the Trustee for the time being during normal business hours, and (II) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes outstanding have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer that such Noteholders object to the proposed modification.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Issuer in accordance with the notice provided above and the then current practice of any applicable clearing system through which such Notes may be held within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Schedule 3 (Provisions for Meetings of Noteholders) of the Trust Deed.

Objections made in writing to the Issuer other than through the applicable clearing system must be accompanied by evidence to the Issuer's and the Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

Other than where specifically provided in this Condition 17.2 or any Transaction Document:

- (i) when implementing any modification pursuant to this Condition 17.2 (*Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Reserved Matter), the Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Condition 17.2 (*Additional Right of Modification*) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
- (ii) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Conditions.

Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

- (i) so long as any Class of Rated Notes rated by the Rating Agencies remains Outstanding, each Rating Agency;
- (ii) the Issuer Secured Creditors; and
- (iii) the Noteholders in accordance with Condition 21 (Notices).

17.3 **Waiver**

In addition, the Trustee may, without the consent of the Noteholders or any other Secured Creditor concur with the Issuer or any other relevant parties in authorising or waiving on such terms and conditions (if any) as it may decide any proposed breach or breach of the covenants or provisions contained in the Trust Documents, the Notes or any of the other Transaction Documents (including an Event of Default or Potential Event of Default) if, in the opinion of the Trustee, the holders of the Most Senior Class of outstanding Notes will not be materially prejudiced by such waiver.

17.4 **Restriction on power to waive**

The Trustee shall not exercise any powers conferred upon it by Condition 17.3 (*Waiver*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes or of a request or direction in writing made by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of outstanding Notes, but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made.

17.5 **IRC Collateral**

The Issuer and the Trustee shall not agree to any amendment to, modification of, or supplement to (and shall procure that there is no amendment to, modification of or supplement to) any of the Transaction Documents, insofar as such amendment, modification or supplement relates to or affects (in the Interest Rate Cap Provider's reasonable opinion): (a) the IRC Collateral Account Priority of Payments and/or the operation of the IRC Collateral Account (other than in relation to any replacement of the Account Bank, provided such replacement has the required ratings); (b) or the timing or amount of any payments due to be made pursuant to the IRC Collateral Account Priority of Payments or to or from the IRC Collateral Account, in each case, without the prior written consent of the Interest Rate Cap Provider (such consent not to be unreasonably withheld or delayed).

17.6 **Notification**

Unless the Trustee otherwise agrees, the Issuer shall cause any such authorisation, waiver, modification or determination to be notified to the Noteholders and the other Secured Creditors in accordance with the Notices Condition and the Transaction Documents, as soon as practicable after it has been made.

17.7 **Binding Nature**

Any authorisation, waiver, determination or modification referred to in Condition 17.1 (*Modification*) or Condition 17.3 (*Waiver*) shall be binding on the Noteholders and the other Secured Creditors.

The Trustee shall not be obliged to agree to any matter which (including those outlined at Conditions 17.1 to 17.4 above) , in the opinion of the Trustee, would have the effect of exposing the Trustee to any Liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee shall not be held liable for the consequences of exercising its discretion or taking any action, step or proceeding (or not exercising its discretion or taking any action, step or proceeding as the case may be) and may do so without having regard to the effect of such action on individual Noteholders or Secured Creditors.

In the case of a request for consent to a waiver, modification, substitution or any other matter the Trustee shall be entitled to obtain legal, financial or other expert advice, at the expense of the Issuer, and rely on such advice in connection with determining whether or not to give such consent as it sees fit.

18 **PRESCRIPTION**

18.1 **Principal**

Claims for principal in respect of Notes shall become void where application for payment is made more than ten years after the due date therefor.

18.2 **Interest or Class Z Note Interest Amounts**

Claims for interest, Class Z Note Interest Amounts or Additional Note Payment Amounts in respect of Notes shall become void where application for payment is made more than five years after the due date therefor.

19 **REPLACEMENT OF NOTES**

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, subject to all applicable laws and Euronext Dublin requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

20 **TRUSTEE AND AGENTS**

20.1 **Trustee's right to Indemnity**

Under the Transaction Documents, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed for any Liabilities incurred by it in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

20.2 **Trustee not responsible for loss or for monitoring**

The Trustee is not responsible for any loss, expense or liability which may be suffered as a result of the Charged Property or any documents of title thereto being uninsured or inadequately insured or being held by or to the order of the Administrator or by any person on behalf of the Trustee (as applicable). The Trustee

shall not be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents.

20.3 **Regard to classes of Noteholders**

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will:

20.3.1 have regard to the interests of each class of Noteholders as a class and will not be responsible for any consequence for individual Noteholders as a result of such holders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction; and

20.3.2 in the event of a conflict of interests of holders of different classes have regard only to the interests of the holders of the Most Senior Class of outstanding Notes and will not have regard to any lower ranking class of Notes nor, prior to the redemption in full of the Notes, to the interests of the other Secured Creditors except to ensure the application of the Issuer's funds after the delivery of an Enforcement Notice in accordance with the Post-Enforcement Priority of Payments.

20.4 **Paying Agents solely agents of Issuer**

In acting under the Agency Agreement and in connection with the Notes, the Paying Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

20.5 **Initial Paying Agents**

The Issuer reserves the right (with the prior written approval of the Trustee) to vary or terminate the appointment of any Agent and to appoint a successor principal paying agent or Reference Agent and additional or successor paying agents at any time, having given not less than 30 days' notice to such Agent.

21 **SUBSTITUTION OF ISSUER**

21.1 **Substitution of Issuer**

The Trustee may, without the consent of the Noteholders or any other Secured Creditor, subject to:

21.1.1 the consent of the Issuer; and

21.1.2 such further conditions as are specified in the Trust Deed,

agree to the substitution of a Substituted Obligor in place of the Issuer as the principal debtor in respect of the Trust Documents, the Transaction Documents, the Notes and the Secured Amounts.

21.2 **Notice of Substitution of Issuer**

Not later than fourteen days after any substitution of the Issuer in accordance with this Condition, the Substituted Obligor shall cause notice of such substitution to be given to the Noteholders and the other Secured Creditors in accordance with the Notices Condition and the other relevant Transaction Documents.

21.3 **Change of Law**

In the case of a substitution pursuant to this Condition, the Trustee may in its absolute discretion agree, without the consent of the Noteholders or the other Secured Creditors to a change of the law governing the Notes and/or any of the Transaction Documents provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the holders of the Most Senior Class of outstanding Notes and provided that the Rating Agencies are notified by the Issuer. For the avoidance of doubt, a Transaction Document cannot be amended without the agreement of all the parties thereto.

21.4 **No indemnity**

No Noteholder or other Secured Creditor shall, in connection with any such substitution, be entitled to claim from the Issuer or the Trustee any indemnification or payment in respect of any tax consequence or any other consequence of any such substitution upon individual Noteholders or other Secured Creditors.

22 **NOTICES**

For so long as the relevant Notes are in global form, any notice to Noteholders shall be validly given to the relevant Noteholders if sent to the Clearing Systems for communication by them to the holders of the relevant class of Notes and shall be deemed to be given on the date on which it was so sent. If Definitive Certificates are issued, any notice to the holders thereof shall be validly given if sent by first class mail to them at their respective addresses in the Register (or the first named of joint holders) and notice shall be deemed to have been given on the second Business Day after the date of mailing. So long as the relevant Notes are admitted to trading and listed on the official list of Euronext Dublin any notice shall also be published in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcements Office of Euronext Dublin, and any notice so published shall be deemed to have been given on the date of publication.

23 **NON-RESPONSIVE RATING AGENCY**

23.1 In respect of the exercise of any right, power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes and any of the Transaction Documents, the Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form applicable to the Trustee) from the relevant Rating Agencies that the then current ratings of the Rated Notes will not be reduced, qualified, adversely affected or withdrawn thereby.

23.2 In respect of each Rating Agency, if a Ratings Confirmation is a condition to any action, step or matter under any Transaction Document and a written request for such Ratings Confirmation is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Trustee) and:

23.2.1 (A) that Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Ratings Confirmation necessary in the circumstances or otherwise declines to review the matter for which the Ratings Confirmation is sought (including as a result of the policy or practice of that Rating Agency) or (B) within 30 days of delivery of such request, that Rating Agency has not responded to the request for the Ratings Confirmation; and

23.2.2 the Issuer has otherwise received no notice from that Rating Agency that its then current ratings of the Rated Notes would be reduced, qualified, withdrawn or put on negative watch as a result of such action, step or matter,

23.2.3 then (i) there shall be no requirement for the Ratings Confirmation from the Rating Agency if the Issuer certifies to the Trustee that one of the events in Condition 23.2.1 has occurred and the condition in 23.2.2 is fulfilled (which, for the avoidance of doubt, the Trustee may rely on without incurring any Liabilities); and (ii) neither the Issuer nor the Trustee shall be liable for any loss that Noteholders may suffer as a result.

24 **GOVERNING LAW AND JURISDICTION**

24.1 **Governing law**

The Transaction Documents (other than the Interest Rate Cap Agreement) and the Notes and all non-contractual obligations arising from or connected with them are governed by Irish law. The Subscription Agreement and the Interest Rate Cap Agreement and all non-contractual obligations arising from or connected with them are governed by English law.

24.2 Jurisdiction

The courts of Ireland (the "**Irish Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Transaction Documents (other than the Interest Rate Cap Agreement) and/or the Notes (including a dispute relating to non-contractual obligations that arise out of the Transaction Documents and/or the Notes) and accordingly, any legal action or proceedings arising out of or in connection with the Transaction Documents and/or the Notes may be brought in the Irish Courts. The Issuer has in each of the Transaction Documents (other than the Interest Rate Cap Agreement) to which it is a party irrevocably submitted to the jurisdiction of the Irish Courts.

The courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Subscription Agreement and the Interest Rate Cap Agreement, including a dispute relating to non-contractual obligations that arise out of the Subscription Agreement and the Interest Rate Cap Agreement.

TAXATION

Ireland Taxation

The following is a summary based on the laws and practices currently in force in Ireland regarding the tax position of investors beneficially owning their Notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding Notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Unless otherwise indicated below, reference in this section to the European Union and its member states shall not be interpreted so as to include the United Kingdom.

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest (for these purposes interest generally includes premia but not discounts). However, an exemption from withholding on interest payments exists under Section 64 of the Taxes Consolidation Act, 1997 (the "TCA") for certain interest bearing securities issued by a body corporate (such as the Issuer) which are quoted on a recognised stock exchange (which would include Euronext Dublin) ("**quoted Eurobonds**").

Any interest paid on such quoted Eurobonds can be paid free of withholding tax provided:

- (a) the person by or through whom the payment is made is not in Ireland; or
- (b) the payment is made by or through a person in Ireland, and either:
 - (i) the quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (e.g. Euroclear, Clearstream Luxembourg and Clearstream Banking AG), or
 - (ii) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to the person by or through whom the payment is made in the prescribed form.

So long as the Notes are quoted on a recognised stock exchange and are held in a recognised clearing system such as Euroclear, Clearstream Luxembourg or Clearstream Banking AG (or, if not so held, payments on the Notes are made through a paying agent not in Ireland), interest on the Notes can be paid by the Issuer and any paying agent acting on behalf of the Issuer without any withholding or deduction for or on account of Irish income tax. Discounts paid on Notes will not be subject to Irish withholding tax, however generally premia paid will be subject to the same provisions as interest.

If, for any reason, the quoted Eurobond exemption referred to above does not or ceases to apply, the Issuer can still pay interest on the Notes free of withholding tax provided it is a Qualifying Company and provided the interest is paid to a person resident in either (i) a member state of the European Union (other than Ireland) or (ii) a country with which Ireland has signed a comprehensive double taxation agreement (such a country mentioned in either (i) or (ii) being a "**Relevant Territory**"). For this purpose, residence is determined by reference to the law of the country in which the recipient claims to be resident. This exemption from withholding tax will not apply, however, if the interest is paid to a company in connection with a trade or business carried on by it through a branch or agency located in Ireland.

In certain limited circumstances a payment of interest by the Issuer which is considered dependent on the results of the Issuer's business or which represents more than a reasonable commercial return can be re-characterised as a distribution subject to dividend withholding tax.

A payment of profit dependent or excessive interest on the Notes will not be re-characterised as a distribution to which dividend withholding tax could apply where, broadly, the interest is paid to:

- (i) an Irish tax resident person or a non resident that is subject to Irish corporation tax on that interest;
- (ii) a person who in respect of the interest is subject under the laws of a Relevant Territory to tax which generally applies to profits, income or gains received from sources outside that territory without any reduction computed by reference to the amount of the interest payment;
- (iii) for so long as the Notes remain quoted Eurobonds, a person who is neither a person which is a company which directly or indirectly controls or is controlled by the Issuer or which is controlled by a third company which directly or indirectly controls the Issuer nor is a person (including any person connected to that person) (a) from whom the Issuer has acquired assets, (b) to whom the Issuer has made loans or advances, (c) a person to whom loans or advances held by the Issuer were made; or (d) with whom the Issuer has entered into a return agreement (as defined in section 110(1) of the TCA) where the aggregate value of such assets, loans, advances or agreements represents 75 per cent. or more of the assets of the Issuer (such a person falling within this category of person being a **Specified Person**);
- (iv) an pension fund, government body or other person resident in a Relevant Territory (which in each case is tax exempt in that territory and is not a Specified Person); or
- (v) a person in circumstances where the interest has been subject to withholding tax under section 246 of the TCA;

Notwithstanding the above, where profit dependent or excessive interest is attributable to the holding by a Qualifying Company of "specified mortgages", units in an IREF (within the meaning of Chapter 1B of Part 27 TCA) or shares that derive their value or the greater part of their value directly or indirectly from Irish real estate (the "**Affected Interest**"), this Affected Interest will be re-characterised as a distribution which is not deductible for tax purposes in computing the taxable profits of the Issuer and will also be subject to dividend withholding tax (subject to any available exemptions). A "specified mortgage" for this purpose includes a loan which is secured on, and which derives its value, or the greater part of its value, directly or indirectly from, Irish land.

Affected Interest will not be re-characterised in the case of a "CMBS/RMBS transaction", as defined in Section 110(5A) of the TCA. Broadly, a "CMBS/RMBS transaction" refers to a securitisation transaction within the meaning of Article 4(1)(61) of the Capital Requirements Regulation ("**Capital Requirements Regulation**" or "**CRR**" (which is now reflected in Article 2(1) of the EU Securitisation Regulation) entered into by a Qualifying Company where the originator, within the meaning of Article 4(a) or 4(b) of the CRR (now reflected in Article 2(3)(a) or Article 2(3)(b) of the EU Securitisation Regulation) retains a net economic interest in the credit risk of the securitisation position in accordance with Article 405 of the CRR (now reflected in Article 6(3)(a) of the EU Securitisation Regulation) and, in the case of an originator, within the meaning of Article 4(b) of the CRR (now reflected in Article 2(3)(b) of the EU Securitisation Regulation) is a regulated financial institution or credit institution (within the meaning of the CRR) regulated by a competent authority in a relevant member state of the European Union including Ireland or is authorised by a third country authority, recognised by the European Commission as having supervisory and regulatory arrangements at least equivalent to those applied in a relevant member state, or Ireland, to carry out similar activities. Payments of Affected Interest by the Issuer will be considered to qualify for this CMBS/RMBS transaction exemption for as long as Bank of Ireland as originator holds the EU Retention.

An anti-avoidance measure contained in the Finance Act 2019 of Ireland applies to profit dependent or excessive interest paid to a Noteholder that holds 20 per cent. or more of a class of Notes paying such interest where that Noteholder has significant influence over the Issuer. In such circumstances, if the Issuer was in possession of, or was aware of, information that could reasonably be taken to indicate that such interest would not be subject to tax without any reduction computed by reference to the amount of such interest in a EU member state or in a country with which Ireland has a double tax treaty, then the relevant interest will be treated as a distribution for Irish tax purposes.

The consequence of such an amount being treated as a distribution would be that it would not be deductible for the purposes of calculating the taxable profit of the Issuer resulting in a greater corporation tax liability, and the Issuer may have to deduct Irish dividend withholding tax at a rate of 25 per cent. from such payment. An affected Noteholder may be able to avail of a range of exemptions from dividend withholding tax or alternatively may be entitled to obtain a refund of such tax after the deduction has been made. Exemptions are available in circumstances including where the relevant Noteholder is a company not resident in Ireland but controlled by persons who are resident in an EU country or in a double taxation treaty country or where the company concerned is resident in such country and is not controlled by Irish resident persons subject to relevant documentary requirements.

Encashment Tax

Encashment tax may arise in respect of Notes which constitute quoted Eurobonds where a collection agent in Ireland obtains payment of interest or premium (whether or not in Ireland). Where encashment tax arises, a withholding tax will be deducted from such payments at the rate of 25 per cent. Encashment tax will not be withholdable by a bank where it acts solely in the clearing of a cheque and has no other relationship with the Noteholder. However, if the person owning the Note and entitled to the interest is not resident in Ireland and has provided the appropriate declaration to the relevant person, encashment tax will not arise. It is also necessary, to be exempt from withholding, that such interest is not deemed under the provisions of Irish tax legislation to be income of another person that is resident in Ireland.

In the case of interest payments made by or through a paying agent outside Ireland, no encashment tax arises provided the interest is not received by, or presented to, a banker (subject to the above) or any other person in Ireland for encashment.

Taxation of Noteholders

Notwithstanding that a Noteholder may receive interest on the Notes free of withholding tax, the Noteholder may still be liable to pay Irish income tax. Interest, discount or premium on Notes is Irish source income. Such income is within the charge to Irish income tax, social insurance and the universal social charge in the case of Noteholders that are Irish resident or ordinarily resident individuals. In the case of Noteholders who are non-resident individuals such income is within the charge to Irish income tax and the universal social charge. Ireland operates a self-assessment system in respect of tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

However, interest on the Notes will be exempt from Irish income tax if the recipient of the interest is resident in a Relevant Territory provided either (i) the Notes are quoted Eurobonds and are exempt from withholding tax as set out above and the recipient is not a resident of Ireland or (ii) in the event of the Notes not being or ceasing to be quoted Eurobonds exempt from withholding tax, (a) if the Issuer is a Qualifying Company, or (b) if the Issuer has ceased to be a Qualifying Company, the recipient of the interest is a company and either the jurisdiction in which that company is resident imposes a tax that generally applies to interest receivable in that jurisdiction by companies from sources outside that jurisdiction or the interest is exempted from tax in that Relevant Territory under the terms of a double taxation agreement signed with Ireland.

In addition, provided that the Notes are quoted Eurobonds and are exempt from withholding tax as set out above, the interest on the Notes will be exempt from Irish income tax if the recipient of the interest is (i) a company under the control, directly or indirectly, of persons who by virtue of the law of a relevant territory are resident in that country and that person or persons are not themselves under the control whether directly or indirectly of a person who is not resident in such a country, or (ii) a company, the principal class of shares of such company, or another company of which the recipient company is a 75 per cent. subsidiary, is substantially and regularly traded on one or more recognised stock exchanges in Ireland or a relevant territory or a stock exchange approved by the Irish Minister for Finance.

Interest falling within the above exemptions is also exempt from the universal social charge.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed, may have a liability to Irish corporation tax on the interest.

Noteholders receiving interest on the Notes which does not fall within any of the above exemptions may be liable to Irish income tax, the universal social charge and pay related social insurance on such interest.

Capital Gains Tax

A holder of Notes will not be subject to Irish tax on capital gains on a disposal of Notes for so long as the Notes are quoted on a stock exchange unless such holder is resident or ordinarily resident in Ireland or carries on a trade in Ireland through a branch or agency in respect of which the Notes are used or held.

Capital Acquisitions Tax

A gift or inheritance comprising of Notes will be within the charge to capital acquisitions tax if either (i) the disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponent is domiciled in Ireland irrespective of his residence or that of the donee/successor on the date of the gift or inheritance) or (ii) if the Notes are regarded as property situate in Ireland.

Bearer Notes are generally regarded as situated where they are physically located at any particular time. Registered Notes are generally regarded as situated where the principal register of Noteholders is maintained or is required to be maintained, but the Notes may be regarded as situated in Ireland regardless of their physical location or the location of the register as they secure a debt due by an Irish resident debtor and they are secured over Irish property. Accordingly, if such Notes are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the disponent or the donee/successor on the date of the gift or inheritance.

Stamp Duty

Provided the Issuer remains a Qualifying Company no stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes provided the money raised on the issue of the Notes is used in the course of the Issuer's business.

Automatic Exchange of Information

Irish reporting financial institutions, which may include the Issuer, may have reporting obligations in respect of certain investors under both FATCA and CRS (see below).

Information exchange and the implementation of FATCA in Ireland

The Issuer may be obliged to report certain information in respect of U.S. investors (Noteholders) in the Issuer to the Revenue Commissioners who will then share that information with the U.S. tax authorities.

Under an Intergovernmental Agreement ("**IGA**") entered into between the United States and Ireland and the Financial Accounts Reporting (United States of America) Regulations 2014 (as amended) (the "**Irish Regulations**") Irish financial institutions such as the Issuer are required to report certain information with respect to U.S. account holders and non-financial entities controlled by US persons to the Revenue Commissioners. The Revenue Commissioners will provide that information annually to the IRS. Aside from where the Notes are listed (see below) the Issuer must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish Regulations or any other applicable legislation published in connection with FATCA and such information may be sought from each holder and beneficial owner of the Notes. It should be noted that the Irish Regulations require the filing of returns with the Revenue Commissioners regardless as to whether the Issuer holds any U.S. assets or has any U.S. investors. However to the extent that the Notes are listed on a recognised stock exchange (which includes Euronext Dublin) with the intention that the interests may be traded or held within a recognised clearing system the Issuer should have no reportable accounts in a tax year. In that event the Issuer will make a nil return for that year to the Revenue Commissioners.

While the IGA and Irish Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Issuer in respect of its assets, no assurance can be given in this regard. As such, Noteholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

Common Reporting Standard

CRS means the common reporting standard comprising the Standard for Automatic Exchange of Financial Account Information in Tax Matters approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development (the "**Standard**") and any treaty, law or regulation of any other jurisdiction which facilitates the implementation of the Standard including Council Directive 2014/107/EU on the Administrative Cooperation in the Field of Taxation ("**DAC II**").

The CRS framework was first released by the Organisation for Economic Co-operation and Development ("**OECD**") in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase tax transparency. On 21 July 2014, the Standard was published by the OECD and this includes the CRS.

The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) ("**Fis**") relating to account holders who are tax resident in other participating jurisdictions. The OECD, in developing the CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It results in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

DAC II implemented measures similar to the CRS in a European context and created a mandatory obligation for all Member States to exchange financial account information in respect of residents in other Member States on an annual basis.

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the CRS while Sections 891F and 891G of the TCA of Ireland contain measures necessary to implement the CRS internationally and across the European Union, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the "**Regulations**") gave effect to the CRS from 1 January 2016.

The Revenue Commissioners have issued regulations to implement the requirements of the CRS and DAC II into Irish law under which Irish financial institutions (which may include the Issuer) will be obliged to make a single return in respect of the CRS and DAC II. For the purpose of complying with its obligations under the CRS and DAC II, an Irish financial institutions (such as the Issuer) shall be entitled to require Noteholders to provide any information regarding their identity and, in certain circumstances, their controlling person's tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of the CRS and DAC II, and Noteholders will be deemed, by their holding, to have authorised the automatic disclosure of such information by the Issuer or any nominated service provider or any other person to the Revenue Commissioners. The information will be provided to the Irish Revenue Commissioners, who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by an Irish financial institutions to comply with its CRS and DAC II obligations may result in the Issuer being deemed to be non-compliant in respect of its CRS obligations, and monetary penalties may be imposed on a non-compliant financial institutions under Irish legislation.

The Issuer (or any nominated service provider) will agree that information (including the identity of any Noteholder) supplied for the purposes of CRS and DAC II compliance is intended for the Issuer's (or any nominated service provider's) use for the purposes of satisfying CRS and DAC II requirements, and the Issuer (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Issuer may disclose such information (i) to its officers, directors, agents and advisers, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS and DAC II compliance, (iii) to any person with the consent of the applicable Noteholder or (iv) as otherwise required by law or court order or on the advice of its advisers.

Further information in relation to the CRS can be found on the Automatic Exchange of Information webpage on www.revenue.ie.

U.S. Foreign Account Tax Compliance Withholding

The foreign account tax compliance provisions of FATCA impose a withholding tax of 30 per cent. on certain U.S. source payments to certain non-U.S. financial institutions that fail to comply with the requirements of FATCA, including the registration, information reporting and certification requirements in respect of their direct and indirect U.S. security holders and/or U.S. accountholders. In order to avoid becoming subject to this withholding tax, non-U.S. financial institutions must enter into IRS Agreements (as described below) or otherwise be exempt from the requirements of FATCA. Non-U.S. financial institutions that enter into IRS Agreements or become subject to provisions of local law ("**IGA legislation**") intended to implement IGAs, may be required to identify "financial accounts" held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. A financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to (i) report certain information on its U.S. account holders to the government of the United States or another relevant jurisdiction and (ii) withhold 30 per cent. from all, or a portion of, certain payments treated as "foreign passthru payments" (a term that has not been defined) made to persons that fail to provide the financial institution information, consents and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding. However, under proposed regulations, such withholding will not apply to debt instruments that are issued before the date that is six months after the date on which final regulations defining the term "foreign passthru payments" and implementing such withholding are enacted, subject to certain exceptions. Holders should consult their own tax advisors as to whether and which classes of the Notes may be treated as debt instruments for this purpose. Moreover, under proposed regulations such withholding would generally not apply to payments made before the date that is two years after the date on which final regulations defining the term "foreign passthru payments" and implementing such withholding are enacted. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Therefore, since the rules for implementing such withholding on the Securities have not yet been written, including rules about how such withholding would be applied pursuant to an intergovernmental agreement, it is unclear at this time what the impact of any such withholding would be on holders of the securities.

Under FATCA and an Intergovernmental Agreement between Ireland and the United States, the Issuer and other entities in the payment chain may be required to report certain information on their U.S. account holders to government authorities in their respective jurisdictions or the United States in order (i) to obtain an exemption from FATCA withholding on payments they receive and/or (ii) to comply with applicable law in their jurisdiction. For a discussion of the implementation of FATCA in Ireland see "*Ireland Taxation – Information exchange and the implementation of FATCA in Ireland*".

Whilst the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the Foreign Account Tax Compliance Act ("**FATCA**") will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries (including any clearing system other than Euroclear or Clearstream, Luxembourg) in the payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives a payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should, to the extent they have a discretion to do so, choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA, including any legislation relating to an intergovernmental agreement entered into pursuant to FATCA (an "**IGA**"), if applicable) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Issuer, any paying agent or any other person would,

pursuant to the terms and conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, if FATCA withholding were to apply to payments on the Notes, investors may receive less interest or principal than they would otherwise receive.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUER, THE NOTES AND THE HOLDERS IS SUBJECT TO CHANGE. EACH HOLDER OF NOTES SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT EACH HOLDER IN ITS PARTICULAR CIRCUMSTANCE.

SUBSCRIPTION AND SALE

Citigroup Global Markets Limited (the "**Lead Manager**") has, pursuant to a subscription agreement dated on or about 23 June 2021 between the Seller, the Arranger, the Lead Manager and the Issuer (the "**Subscription Agreement**"), agreed with the Issuer (subject to certain conditions) to use best efforts to subscribe or procure subscriptions for the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, the Class F Notes and Class Z Notes. The Lead Manager has no obligation to underwrite the subscription for the Notes.

In the Subscription Agreement, the Seller, in its capacity as originator, has covenanted that it will, *inter alia*, retain at all times until the redemption of the Notes, a material net economic interest in the securitisation of not less than 5 per cent. in accordance with the text of Article 6(1) of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation.

As at the Closing Date, such interest will be comprised of the VRR Loan which has a principal value equal to at least 5 per cent. of (100/95) of the aggregate principal amount of the Notes as required by (i) Article 6(3)(a) of the EU Securitisation Regulation and (ii) Article 6(3)(a) of the UK Securitisation Regulation.

The information made available by Bank of Ireland pursuant to such undertaking can be viewed by Noteholders on the website of European Data Warehouse at <https://editor.eurowd.eu/esma/viewdeal?edcode=RMBSIE000433100620211>. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus.

The Issuer has agreed to indemnify, *inter alia*, the Arranger and the Lead Manager against certain liabilities and to pay certain costs and expenses in connection with the issue of the Notes.

Other than admission of the Notes to the Official List and admission to trading on Euronext Dublin's regulated market, no action has been taken by the Issuer, the Arranger, the Lead Manager or the Seller, which would or has been intended to permit a public offering of the Notes, or possession or distribution of this Prospectus or other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

Prohibition of sales to EEA Retail Investors

The Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Prohibition of sales to UK Retail Investors

The Lead Manager has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and
- (b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United Kingdom

The Lead Manager has represented, warranted and agreed with the Issuer that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the UK.

Each of the Lead Manager and the Issuer has acknowledged that, save for having obtained the approval of the Prospectus as a prospectus in accordance with Part VI of FSMA, having applied for the admission of the Notes to the Official List and admission to trading on Euronext Dublin, no further action has been or will be taken in any jurisdiction by the Lead Manager or the Issuer that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Notes, in any country or jurisdiction where such further action for that purpose is required.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, such registration requirements. Accordingly, the Notes are being offered outside the United States only to persons other than U.S. persons.

Each of the Lead Manager and the Issuer has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes as part of its distribution at any time or otherwise until 40 days after the later of the commencement of the offering of the Notes and the Closing Date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each affiliate or other dealer (if any) to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account of, U.S. persons.

Except with the prior written consent of the Seller and where such sale falls within the exemption provided by Rule 20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of any Risk Retention U.S. Person.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Ireland

The Lead Manager has represented, warranted and agreed that it will not offer, sell, place or underwrite or do anything in respect of the Notes other than in conformity with the provisions of:

- (a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended), including without limitation Regulation 5 thereof, any codes of conduct made thereunder and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) the Companies Act 2014 (as amended) (the "**Companies Act**"{ XE "**Companies Act**"}), the Irish Central Bank Acts 1942 – 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 of Ireland and any rules and guidelines issued by the Central Bank under Section 1363 of the Companies Act; and
- (d) the Market Abuse Regulation (EU 596/2014) (as amended) ("**MAR**"), the European Union (Market Abuse) Regulations 2016 (as amended) ("**2016 Regulations**") and any rules and guidance issued under Section 1370 of the Companies Act by the Central Bank.

General

Each of the Lead Manager and the Issuer has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Notes in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

LISTING AND GENERAL INFORMATION

- 1 It is expected that the admission of the Notes to the Official List and the admission of the Notes to trading on Euronext Dublin's regulated market will be granted on or around 23 June 2021.
- 2 The Issuer's LEI number is 635400AJEHTFGD5HYS44.
- 3 The Issuer has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), since 29 April 2021 (being the date of incorporation of the Issuer) which may have, or have had in the recent past, significant effects upon the financial position or profitability of the Issuer.
- 4 The auditor for the Issuer is PwC. PwC is a member of the Institute of Chartered Accountants in Ireland. So long as the Notes are admitted to trading on Euronext Dublin's regulated market, the most recently published audited annual accounts of the Issuer from time to time shall be filed with Euronext Dublin and shall be available at the Specified Office of the Principal Paying Agent in London.
- 5 The Issuer does not publish interim accounts.
- 6 Since 29 April 2021 (being the date of incorporation of the Issuer), there has been (a) no material adverse change in the financial position or prospects of the Issuer and (b) no significant change in the financial or trading position of the Issuer.
- 7 Since the date of its incorporation, the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business.
- 8 The issue of the Notes was authorised pursuant to resolutions of the board of directors of the Issuer passed on 17 June 2021 and 21 June 2021.
- 9 The following Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the following ISIN and Common Codes:

Class of Notes	ISIN	Common Code
Class A	XS2348593745	234859374
Class B	XS2348594396	234859439
Class C	XS2348594552	234859455
Class D	XS2348594719	234859471
Class E	XS2348594800	234859480
Class F	XS2348595013	234859501
Class Z	XS2348595286	234859528

- 10 From the date of this Prospectus (in respect of the Constitution of the Issuer) and from the Closing Date (in respect of the Transaction Documents) and for so long as the Notes are listed on Euronext Dublin's regulated market, copies of the following documents:
 - (i) the Constitution of the Issuer; and
 - (ii) copies of each of the Transaction Documents,

may be inspected in physical form at the offices of the Issuer at 3rd Floor Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland and at the registered office of the Trustee, upon reasonable request, during usual business hours, on any weekday (public holidays excepted) and in electronic form at the following website <https://investorrelations.bankofireland.com/mulcair-securities-no-2/>

- 11 The Issuer (as the designated entity for the purposes of (i) Article 7(2) of the EU Securitisation Regulation) will:
- (i) from the date of this Prospectus:
 - a. procure that the Administrator will publish each SR Data Tape and each SR Investor Report, in each case, no later than one month following each Interest Payment Date in relation to the Mortgage Portfolio in respect of the relevant Calculation Period; and
 - b. procure that the Administrator will publish without delay, in the form of Annex XIV to the Disclosure RTS and in such other form as may be prescribed under the EU Securitisation Regulation and the UK Securitisation Regulation, as applicable, any (i) inside information relating to the Issuer which the Issuer determines it is obliged to make public in accordance with (a) Article 17 of Regulation (EU) No. 596/2014 and in accordance with Article 7(1)(f) of the EU Securitisation Regulation and (b) Article 17 of Regulation (EU) 596/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA and Article 7(1)(f) of the UK Securitisation Regulation and will be disclosed to the public by the Issuer; or (ii) any significant event in accordance with Article 7(1)(g) of the EU Securitisation Regulation and Article 7(1)(g) of the UK Securitisation Regulation, as supplied to the Administrator in a form acceptable to it provided that the Administrator will not be responsible for the information provided to it.
 - (ii) procure that the Administrator will make available, within five Business Days of the issuance of the Notes, copies of the relevant Transaction Documents and this Prospectus.
- 12 In addition, the Issuer confirms that the Administrator has made available the documents required by (i) Article 7(1)(b) of the EU Securitisation Regulation and (ii) Article 7(1)(b) of the UK Securitisation Regulation prior to the pricing date of the Notes;
- 13 The reports, documentation and information set out in paragraphs 11 and 12 above as at the date of this Prospectus have been or, as applicable, shall be published on the European Data Warehouse at <https://editor.eurodw.eu/esma/viewdeal?edcode=RMBSIE000433100620211> (or such other website as may be notified by the Administrator to the Issuer), being a website that conforms with the requirements set out in Article 7(2) of the EU Securitisation Regulation and Article 7(2) of the UK Securitisation Regulation.
- 14 Following the appointment of an EU SR Repository, such reports and information will be made (made available through such EU SR Repository. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus
- 15 The Issuer confirms that the Mortgage Loans backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. Investors are advised that this confirmation is based on the information available to the Issuer at the date of this Prospectus and may be affected by the future performance of such assets backing the issue of the Notes. Investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.
- 16 The total expenses to be paid in relation to admission of the Notes to the Official List and trading on the regulated market of Euronext Dublin are estimated to be approximately €10,000.

- 17 A&L Listing Limited is acting solely in its capacity as listing agent for the Issuer in relation to the notes and is not itself seeking admission of the notes to the Official List of Euronext Dublin or to trading on its regulated market.

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