



**An Roinn Airgeadais**  
**Department of Finance**

**Oifig an Aire**  
**Office of the Minister**

Sráid Mhuirfean Uacht,  
Baile Átha Cliath 2,  
Éire.

Upper Merrion Street,  
Dublin 2,  
Ireland.

Teileafón / Telephone: 353-1 604 56  
Facsimhír / Facsimile: 353-1 676 19  
Glao Áitiúil / LoCall: 1890 66 10 1  
<http://www.finance.gov.ie>

22 October 2008

Richard Burrows  
Governor  
The Governor and Company of the Bank of Ireland  
Lower Baggot Street  
Dublin 2

Strictly Private and Confidential

Dear Mr Burrows

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which The Governor and Company of the Bank of Ireland must execute in order to join the Scheme. Two copies of Guarantee Acceptance Deeds for certain of your subsidiaries which are to have the benefit of the Scheme are also enclosed.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors. Please note that you are required to pay the aggregate charge applicable to all of your subsidiaries who have the benefit of the Scheme.



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I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act, the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution and any other relevant institutions in your group as covered institutions and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals of each returned to you for your records.

You will note that the Guarantee Acceptance Deeds also require the submission of a legal opinion in respect of your institution and the relevant members of your group within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

---

Brian Lenihan TD  
Minister for Finance



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<http://www.finance.gov.ie>

22 October 2008

Gillian Bowler  
Chairperson  
Irish Life & Permanent plc  
Irish Life Centre  
Lower Abbey Street  
Dublin 1

Strictly Private and Confidential

Dear Ms Bowler

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which Irish Life & Permanent plc must execute in order to join the Scheme. Two copies of a Guarantee Acceptance Deed for one of your subsidiaries which is to have the benefit of the Scheme are also enclosed.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors. Please note that you are required to pay the aggregate charge applicable to all of your subsidiaries who have the benefit of the Scheme.



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I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act, the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution and any other relevant institutions in your group as covered institutions and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals of each returned to you for your records.

You will note that the Guarantee Acceptance Deeds also require the submission of a legal opinion in respect of your institution and the relevant members of your group within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

\_\_\_\_\_  
Brian Lenihan TD  
Minister for Finance





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22 October 2008

Mark Moran  
Chairman  
EBS Building Society  
EBS Building  
2 Burlington Road  
Dublin 4

Strictly Private and Confidential

Dear Mr Moran

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which EBS Building Society must execute in order to join the Scheme.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors.

I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the



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Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution as a covered institution and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals returned to you for your records.

You will note that the Guarantee Acceptance Deed also requires the submission of a legal opinion in respect of your institution within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

\_\_\_\_\_  
Brian Lenihan TD  
Minister for Finance



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22 October 2008

Michael Walsh  
Chairman  
Irish Nationwide Building Society  
Nationwide House  
Grand Parade  
Dublin 6

Strictly Private and Confidential

Dear Mr Walsh

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which Irish Nationwide Building Society must execute in order to join the Scheme. Two copies of a Guarantee Acceptance Deed for one of your subsidiaries which is to have the benefit of the Scheme are also enclosed.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors. Please note that you are required to pay the aggregate charge applicable to all of your subsidiaries who have the benefit of the Scheme.



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I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act, the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution and any other relevant institutions in your group as covered institutions and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals of each returned to you for your records.

You will note that the Guarantee Acceptance Deeds also require the submission of a legal opinion in respect of your institution and the relevant members of your group within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

\_\_\_\_\_  
Brian Lenihan TD  
Minister for Finance



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22 October 2008

Thierry Schuman  
Chairman  
Postbank Ireland Limited  
Block 1  
West Pier Business Campus  
Dun Laoghaire  
Co. Dublin

Strictly Private and Confidential

Dear Mr Schuman

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which Postbank Ireland Limited must execute in order to join the Scheme.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors.

I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the



Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution as a covered institution and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals returned to you for your records.

You will note that the Guarantee Acceptance Deed also requires the submission of a legal opinion in respect of your institution within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

---

Brian Lenihan TD  
Minister for Finance



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**Department of Finance**

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<http://www.finance.gov.ie>

22 October 2008

Sean Fitzpatrick  
Chairman  
Anglo Irish Bank Corporation plc  
Stephen Court  
18/21 St. Stephen's Green  
Dublin 2

Strictly Private and Confidential

Dear Mr Fitzpatrick

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which Anglo Irish Bank Corporation plc must execute in order to join the Scheme. Two copies of a Guarantee Acceptance Deed for one of your subsidiaries which is to have the benefit of the Scheme are also enclosed.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors. Please note that you are required to pay the aggregate charge applicable to all of your subsidiaries who have the benefit of the Scheme.



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I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act, the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution and any other relevant institutions in your group as covered institutions and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals of each returned to you for your records.

You will note that the Guarantee Acceptance Deeds also require the submission of a legal opinion in respect of your institution and the relevant members of your group within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

\_\_\_\_\_  
Brian Lenihan TD  
Minister for Finance





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**Department of Finance**

**Oifig an Aire**  
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22 October 2008

Dermot Gleeson  
Chairman  
Allied Irish Banks, plc  
Bankcentre  
Ballsbridge  
Dublin 4

Strictly Private and Confidential

Dear Mr Gleeson

I refer to the Government announcement of 30 September 2008 to guarantee the deposits and certain other liabilities of a number of credit institutions in Ireland, eligibility for which was subsequently extended on 9 October 2008 to a number of banking subsidiaries with a significant retail customer presence in Ireland.

As you are aware the Credit Institutions (Financial Support) Act 2008 which was enacted on 2 October 2008 and the Credit Institutions (Financial Support) Scheme 2008 provide the legal basis for me, in my role as Minister for Finance, to provide the State guarantee.

Under paragraph 5 of the Scheme a credit institution specified by order under section 6(1) of the Act of 2008 joins the Scheme by executing a Guarantee Acceptance Deed in the form to be specified by the Minister. In addition, where relevant, under the Scheme the Minister may also require that a parent or any other company within the credit institution's group execute such Guarantee Acceptance Deed in respect of itself or any other company within the group.

Please find enclosed with this letter two copies of a Guarantee Acceptance Deed which Allied Irish Banks, plc must execute in order to join the Scheme. Two copies of Guarantee Acceptance Deeds for certain of your subsidiaries which are to have the benefit of the Scheme are also enclosed.

The charge factor applicable to your institution is expressed on page 2 of the deed. The charge is based on the estimated cost to the Exchequer for providing the guarantee and appropriate institution related risk factors. Please note that you are required to pay the aggregate charge applicable to all of your subsidiaries who have the benefit of the Scheme.



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I propose to make an order very shortly under section 6(1) of the Act to specify the credit institutions or subsidiaries whose covered liabilities are guaranteed under the Scheme. Accordingly, I look forward to receiving the duly executed Guarantee Acceptance Deeds as soon as possible.

You should note that in order to conform to the legislative requirements set out in the Act, the Guarantee Acceptance Deeds should not be dated by you at this stage. Once you have returned the duly executed Guarantee Acceptance Deeds on this basis, their receipt will be acknowledged to you, I will make the relevant order designating your institution and any other relevant institutions in your group as covered institutions and I will arrange to have the Guarantee Acceptance Deeds dated and one of the originals of each returned to you for your records.

You will note that the Guarantee Acceptance Deeds also require the submission of a legal opinion in respect of your institution and the relevant members of your group within 45 days of the date of the deed. In this regard a form of opinion will be sent to you shortly by my Department.

Finally, I wish to stress the importance of ensuring that your institution's recourse to interbank deposits with a maturity up to three months is balanced and proportionate with your overall funding needs so as to ensure consistency with the management of liquidity by the Eurosystem and compatibility with the operational framework of the Eurosystem. This will help underpin the implementation of the single monetary policy by the European Central Bank by ensuring that there is no distortion in the Irish segment of the euro area money market by potentially increasing short-term debt issuance. This aspect of the implementation of the Scheme will be closely monitored by my Department and the Financial Regulator in the coming months.

Yours sincerely,

**BRIAN LENIHAN**

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Brian Lenihan TD  
Minister for Finance

postbank<sup>®</sup>

Mr Brian Lenihan TD  
Minister for Finance  
Office of the Minister  
Department of Finance  
Upper Merrion Street  
Dublin 2

Re  
Guarantee Acceptance Deed

08/0609/MF  
Ms. K. Cullen

Referred pl.

R. Kearney  
29/10/08

Address  
Block 1, West Pier Business  
Campus  
Dun Laoghaire  
Co. Dublin

Phone  
+353 (0)1 2716000

Fax  
+353 (0)1 2716020

E-mail  
info@postbank.ie

Internet  
www.postbank.ie

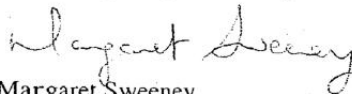
Date  
28th October 2008

Dear Minister,

I enclose two copies of a duly executed Guarantee Acceptance Deed for Postbank Ireland Limited. I would hereby request that Postbank Ireland Limited be designated by Order under Section 6 (1) of the Act as a specified credit institution whose covered liabilities are guaranteed under the Scheme.

I look forward to receiving an original Guarantee Acceptance Deed duly executed by the Minister.

Yours sincerely



Margaret Sweeney  
Chief Executive Officer  
Postbank

**Anglo Irish Bank Corporation plc**

Stephen Court  
18/21 St Stephen's Green  
Dublin 2  
Ireland

Tel: +353 1 6162000  
SWIFT: AngoIE2D  
Website: www.angloirishbank.com

Fax: Banking +353 1 6162481  
Fax: Treasury + 353 1 6162467  
Fax: Personal Savings + 353 1 6162483  
Fax: Personnel + 353 1 6162488

Mr Brian Lenihan  
Minister for Finance  
Department of Finance  
Upper Merrion Street  
Dublin 2



24 October 2008

Dear Minister

**Government Guarantee**

I refer to your letter of 22 October 2008 addressed to our Chairman enclosing a form of Guarantee Acceptance Deed for the purposes of the Credit Institutions (Financial Support) Scheme 2008. We enclose two copies of the Deed duly executed by the Bank. Also enclosed is an authenticated copy of the Deed in respect of Anglo Irish Bank Corporation (International) plc, the original of which will be delivered to you on Tuesday.

27/2

As you are aware, we have been concerned about the possibility that, under the terms of the enclosed Deed, we might become liable to the Minister for some economic consequences of the failure of another covered institution. We appreciate your Department making your legal advisers available to discuss this matter with us yesterday evening. In that regard, our understanding, taken from the Market Notice of 22 October 2008 and on which the Bank and its directors have relied in entering into this Deed, is that will this not occur, and that our liability to the Minister and the State under the Scheme and the Deed will under no circumstances extend beyond the counterindemnity of our own obligations, and those of any covered subsidiary of ours.

Yours sincerely

A handwritten signature in black ink, appearing to read "David Drumm", written over a horizontal line.

David Drumm  
Group Chief Executive

DATED 24 OCTOBER 2008

ANGLO IRISH BANK CORPORATION PLC

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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THIS GUARANTEE ACCEPTANCE DEED is given the 24<sup>th</sup> day of October, 2008.

**BY:**

- (1) **ANGLO IRISH BANK CORPORATION PLC** (registered no. 22045) having its registered office at Stephen Court, 18/21 St Stephen's Green, Dublin 2, Ireland (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:
  - "**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;
  - "**Beneficiary**" means any payee or potential payee under the Guarantee;
  - "**Business Day**" means any day that commercial banks settle payments in Dublin;
  - "**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;

[REDACTED]

“Covered Liabilities” has the meaning given to such term in the Scheme;

“Governor” has the meaning given to such term in the Act of 2008;

“Group” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“Guarantee” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“Guarantee Expiry Date” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“Payment Date” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“Payment Quarter” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“Quarterly Charge” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“Regulatory Authority” has the meaning given to such term in the Act of 2008;

“Scheme” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“Subsidiary” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;



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- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
  - (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008; and
  - (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

6. 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to the latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.

6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the



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relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme; and/or (ii) the Covered Institution's own obligations and the obligations of any Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement

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of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and

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of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any

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law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.




21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
26.
  - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
  - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
  - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that

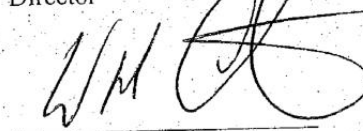
any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

IN WITNESS whereof this Deed has been executed the day first herein set out.

PRESENT when the common seal of  
**ANGLO IRISH BANK CORPORATION PLC**  
was affixed hereto:



Director



Director/Secretary

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DATED 4<sup>th</sup> DECEMBER 2008

EBS BUILDING SOCIETY

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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THIS GUARANTEE ACCEPTANCE DEED is given the 4<sup>th</sup> day of December, 2008.

**BY:**

- (1) **EBS BUILDING SOCIETY** (registered no. 139) having its registered office at the EBS Building, 2 Burlington Road, Dublin 4 (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution executed a guarantee acceptance deed dated 24 October 2008 (the "**Original Guarantee Acceptance Deed**") pursuant to which it agreed to be bound by the terms of the Guarantee.
- (B) In order to allow a Subsidiary of the Covered Institution to become a covered institution for the purposes of the Scheme and to ensure that the Covered Institution remains bound by the terms of the Guarantee, the Covered Institution will hereby execute a further guarantee acceptance deed which is intended to supersede the Original Guarantee Acceptance Deed.
- (C) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (D) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (E) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (F) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (D) and (E) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:



“**Act of 2008**” means the Credit Institutions (Financial Support) Act 2008;

“**Beneficiary**” means any payee or potential payee under the Guarantee;

“**Business Day**” means any day that commercial banks settle payments in Dublin;

“**Central Bank**” means The Central Bank and Financial Services Authority of Ireland;



“**Covered Liabilities**” has the meaning given to such term in the Scheme;

“**Governor**” has the meaning given to such term in the Act of 2008;

“**Group**” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“**Guarantee**” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“**Guarantee Expiry Date**” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“**Payment Date**” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“**Payment Quarter**” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“**Quarterly Charge**” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“**Regulatory Authority**” has the meaning given to such term in the Act of 2008;

“**Scheme**” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“**Subsidiary**” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme. This Deed shall supersede the Original Guarantee Acceptance Deed.

3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:

- (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;
- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
- (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008 and;
- (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

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B = the Charge Factor.

- 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to its latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.
  - 6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.
  - 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
  - 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
  8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme and/or (ii) the Covered Institution's own obligations and the obligations of any

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Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.

9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.
10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the

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Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.

11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.
13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered



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Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency

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at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.

21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
26.
  - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
  - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the

service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.

- 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

IN WITNESS whereof this Deed has been executed the day first herein set out.

**PRESENT** when the common seal of  
**EBS BUILDING SOCIETY**  
was affixed hereto:

Alan Mellor

Ernest Finnan



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DATED 24 OCTOBER 2008

IRISH NATIONWIDE BUILDING SOCIETY

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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**THIS GUARANTEE ACCEPTANCE DEED** is given the 24<sup>th</sup> day of October, 2008.

**BY:**

- (1) **IRISH NATIONWIDE BUILDING SOCIETY** (registered no. 14B.Dublin) having its registered office at Nationwide House, Grand Parade, Dublin 6, Ireland (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees** as follows:

1. In this Deed the following terms shall have the following meanings:

"**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;

"**Beneficiary**" means any payee or potential payee under the Guarantee;

"**Business Day**" means any day that commercial banks settle payments in Dublin;

"**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;

[REDACTED]

“**Covered Liabilities**” has the meaning given to such term in the Scheme;

“**Governor**” has the meaning given to such term in the Act of 2008;

“**Group**” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“**Guarantee**” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“**Guarantee Expiry Date**” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“**Payment Date**” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“**Payment Quarter**” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“**Quarterly Charge**” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“**Regulatory Authority**” has the meaning given to such term in the Act of 2008;

“**Scheme**” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“**Subsidiary**” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;

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- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
  - (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008; and
  - (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

6. 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to the latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.

6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the

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relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme; and/or (ii) the Covered Institution's own obligations and the obligations of any Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement

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of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and



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of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any

law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.

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21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
  22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
  23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
  24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
  25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
  26.
    - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
    - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
    - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that

any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

IN WITNESS whereof this Deed has been executed the day first herein set out.

**PRESENT** when the common seal of  
**IRISH NATIONWIDE BUILDING SOCIETY**  
was affixed hereto:

*Terence J. Cooney*  
Director

*John S. Brack*  
Director/Secretary

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DATED 24 OCTOBER 2008

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

THE MINISTER FOR FINANCE

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GUARANTEE ACCEPTANCE DEED

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**THIS GUARANTEE ACCEPTANCE DEED** is given the 24<sup>th</sup> day of October, 2008.

**BY:**

- (1) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (registered no. C-1) having its registered office at Lower Baggot Street, Dublin 2, Ireland (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:

"**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;

"**Beneficiary**" means any payee or potential payee under the Guarantee;

"**Business Day**" means any day that commercial banks settle payments in Dublin;

"**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;



[REDACTED]

“**Covered Liabilities**” has the meaning given to such term in the Scheme;

“**Governor**” has the meaning given to such term in the Act of 2008;

“**Group**” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“**Guarantee**” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“**Guarantee Expiry Date**” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“**Payment Date**” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“**Payment Quarter**” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“**Quarterly Charge**” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“**Regulatory Authority**” has the meaning given to such term in the Act of 2008;

“**Scheme**” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“**Subsidiary**” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;

- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
- (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008 and;
- (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;
- 4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and
  - 4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.
5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

- 6. 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to the latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.
- 6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the

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relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme; and/or (ii) the Covered Institution's own obligations and the obligations of any Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement

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of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and

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of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any



law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.

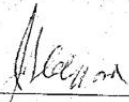


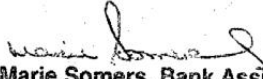
21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
26.
  - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
  - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
  - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that

any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

IN WITNESS whereof this Deed has been executed the day first herein set out.

The Seal of  
**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**  
was affixed hereto by authority of the Directors:

  
\_\_\_\_\_  
Secretary

  
**Marie Somers, Bank Assistant**  
Bank of Ireland, Lr. Baggot St., Dublin 2.

DATED 24 OCTOBER 2008

IRISH LIFE & PERMANENT PLC

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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**THIS GUARANTEE ACCEPTANCE DEED** is given the 21<sup>st</sup> day of October, 2008.

**BY:**

- (1) **IRISH LIFE & PERMANENT PLC** (registered no. 222332) having its registered office at Irish Life Centre, Lower Abbey Street, Dublin 1, Ireland (hereinafter referred to as the "**Covered Institution**") which expression shall include its successors and assigns) **IN FAVOUR OF:**
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**") which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:
  - "**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;
  - "**Beneficiary**" means any payee or potential payee under the Guarantee;
  - "**Business Day**" means any day that commercial banks settle payments in Dublin;
  - "**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;



“**Covered Liabilities**” has the meaning given to such term in the Scheme;

“**Governor**” has the meaning given to such term in the Act of 2008;

“**Group**” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“**Guarantee**” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“**Guarantee Expiry Date**” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“**Payment Date**” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“**Payment Quarter**” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“**Quarterly Charge**” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“**Regulatory Authority**” has the meaning given to such term in the Act of 2008;

“**Scheme**” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“**Subsidiary**” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;

- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
- (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008; and
- (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

6. 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to the latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.

6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the



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relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme; and/or (ii) the Covered Institution's own obligations and the obligations of any Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement

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of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and

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of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any

law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.

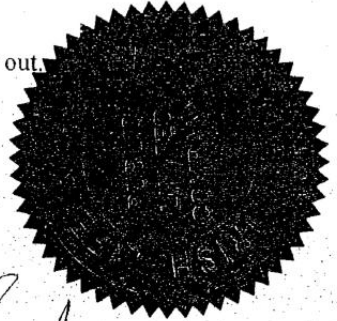


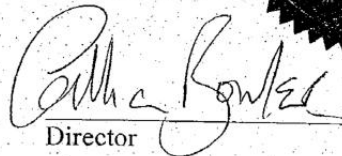
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21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
  22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
  23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
  24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
  25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
  26.
    - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
    - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
    - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that

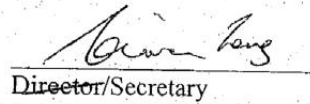
any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

IN WITNESS whereof this Deed has been executed the day first herein set out.

PRESENT when the common seal of  
**IRISH LIFE & PERMANENT PLC**  
was affixed hereto:



  
Director

  
Director/Secretary



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DATED 5 <sup>NOVEMBER</sup> ~~OCTOBER~~ 2008

POSTBANK IRELAND LIMITED

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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THIS GUARANTEE ACCEPTANCE DEED is given the <sup>5<sup>th</sup></sup> day of ~~October~~ <sup>November</sup>, 2008.

**BY:**

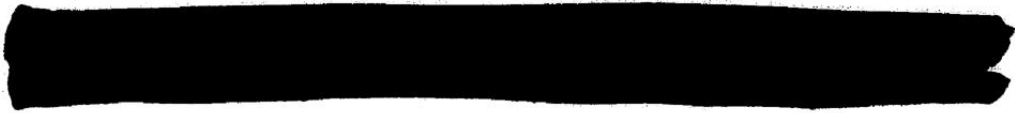
- (1) **POSTBANK IRELAND LIMITED** (registered no. 427594) having its registered office at Block 1, West Pier Business Campus, Dun Laoghaire, Co. Dublin, Ireland (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:
  - "**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;
  - "**Beneficiary**" means any payee or potential payee under the Guarantee;
  - "**Business Day**" means any day that commercial banks settle payments in Dublin;
  - "**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;



“**Covered Liabilities**” has the meaning given to such term in the Scheme;

“**Governor**” has the meaning given to such term in the Act of 2008;

“**Guarantee**” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“**Guarantee Expiry Date**” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“**Payment Date**” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“**Payment Quarter**” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“**Quarterly Charge**” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“**Regulatory Authority**” has the meaning given to such term in the Act of 2008;

“**Scheme**” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“**Subsidiary**” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;

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- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme; and
  - (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

6.

6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to its latest available monthly management accounts, if any, for each of the three months preceding the first day of such Payment Quarter.

6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

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- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee; and/or (ii) the Covered Institution's own obligations under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution

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under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such



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information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
- 17.
- 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any law, regulation or official or judicial order applicable to the Covered Institution.
- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.

18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.
21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the

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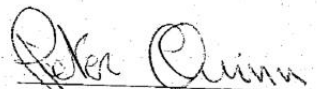
Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.

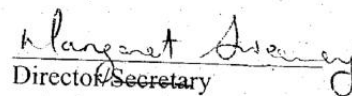
24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
26.
  - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
  - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
  - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

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
IN WITNESS whereof this Deed has been executed the day first herein set out.

PRESENT when the common seal of  
**POSTBANK IRELAND LIMITED**  
was affixed hereto:

  
Director

  
Director/Secretary

DATED 24 OCTOBER 2008

ALLIED IRISH BANKS *h. d. c.* 

THE MINISTER FOR FINANCE

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**GUARANTEE ACCEPTANCE DEED**

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THIS GUARANTEE ACCEPTANCE DEED is given the 24<sup>th</sup> day of October, 2008.

BY:

A. B. C.

- (1) **ALLIED IRISH BANKS, PLC** (registered no. 24173) having its registered office at Bankcentre, Ballsbridge, Dublin 4, Ireland (hereinafter referred to as the "**Covered Institution**" which expression shall include its successors and assigns) IN FAVOUR OF:
- (2) **THE MINISTER FOR FINANCE OF IRELAND** (hereinafter called the "**Minister**" which expression shall include his successors and assigns).

**WHEREAS:**

- (A) The Covered Institution has requested that the Minister specify by order pursuant to section 6(1) of the Act of 2008 that it has the benefit of a guarantee from the Minister pursuant to the terms of the Scheme in respect of certain of its obligations.
- (B) The Covered Institution has consented to and has agreed with the Minister that it will comply with the terms of the Scheme and the Covered Institution has, *inter alia*, agreed to indemnify the Minister against any payments the Minister is required to make under the Guarantee.
- (C) The indemnities given by the Covered Institution herein relate only to payments made by the Minister under the Guarantee given in respect of Covered Liabilities of the Covered Institution and any of its Subsidiaries which are covered institutions under the Scheme and not in relation to any other guarantee given by the Minister or any other person.
- (D) In reliance on the performance by the Covered Institution of its obligations referred to in paragraphs (B) and (C) above, the Minister has agreed to specify by order the Covered Institution as having the benefit of the Guarantee.

**NOW BY THIS DEED the Covered Institution hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:**

1. In this Deed the following terms shall have the following meanings:
- "**Act of 2008**" means the Credit Institutions (Financial Support) Act 2008;
- "**Beneficiary**" means any payee or potential payee under the Guarantee;
- "**Business Day**" means any day that commercial banks settle payments in Dublin;
- "**Central Bank**" means The Central Bank and Financial Services Authority of Ireland;



[REDACTED]

“Covered Liabilities” has the meaning given to such term in the Scheme;

“Governor” has the meaning given to such term in the Act of 2008;

“Group” means, in relation to a Covered Institution, itself and any Subsidiary or holding company (as defined in Section 155 of the Companies Act 1963);

“Guarantee” means a guarantee of Covered Liabilities of the Covered Institution in accordance with the terms of the Scheme;

“Guarantee Expiry Date” means 29 September 2010 or such earlier date upon which the Guarantee expires pursuant to the terms of the Scheme;

“Payment Date” means, in respect of each Payment Quarter, the fifth Business Day of such Payment Quarter (provided that the Payment Date for the first Payment Quarter shall be 2 January 2009 or, if such day is not a Business Day, the next succeeding Business Day);

“Payment Quarter” means each three month period, the first such period commencing on 30 September 2008 and ending on 31 December 2008 and each following three month period ending on the last day of each March, June, September and December of 2009 and 2010 provided that the last Payment Quarter shall end on 29 September 2010;

“Quarterly Charge” means the quarterly charge applying to each Payment Quarter calculated by the Covered Institution pursuant to Clause 5;

“Regulatory Authority” has the meaning given to such term in the Act of 2008;

“Scheme” means the Credit Institutions (Financial Support) Scheme 2008 made by the Minister for Finance under Section 6 of the Act of 2008 which came into effect on 20 October 2008; and

“Subsidiary” has the meaning given to such term in Section 155 of the Companies Act 1963.

2. This Deed is a guarantee acceptance deed and the Covered Institution is a covered institution for the purposes of the Scheme.
3. The Covered Institution hereby consents to all of the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed, and undertakes to the Minister that it shall at all times until the Guarantee Expiry Date:
  - (i) comply with all the terms and conditions of the Scheme applicable to it, as if such terms and conditions were set out in full herein and as if such terms and conditions were terms and conditions of this Deed;

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- (ii) comply with any directions given to it or requirements made by the Minister, the Regulatory Authority or the Governor under the Scheme;
  - (iii) co-operate with the Minister, the Central Bank and the Regulatory Authority in all matters relating to, and acts done or envisaged by, the Scheme, the objectives of the Scheme (as set out in Paragraph 2 of the Scheme) and the Act of 2008; and
  - (iv) procure that any Subsidiary which is a covered institution for the purposes of the Scheme complies with the terms and conditions of the Scheme applicable to it and all of its obligations under any guarantee acceptance deed to which such Subsidiary is a party.

4. Without prejudice to Clause 3;

4.1 on the 4th Business Day of each Payment Quarter (other than the first Payment Quarter), the Covered Institution shall calculate the Quarterly Charge for the relevant Payment Quarter in accordance with Clause 5 and on such day, give notice in writing to the Minister of such amount (the calculation for the first Payment Quarter being made and notified to the Minister not later than one Business Day prior to the Payment Date for the first Payment Quarter); and

4.2 on each Payment Date, the Covered Institution shall pay to the Minister an amount equal to the Quarterly Charge for the relevant Payment Quarter.

5. The Quarterly Charge for each Payment Quarter shall be an amount equal to:

$$A \times B \times \frac{1}{4}$$

where:

A = the Covered Liabilities for such Payment Quarter, being the average of the Covered Liabilities of the Covered Institution and any of its Subsidiaries which have the benefit of a guarantee from the Minister under the Scheme as of the last day of each of the three months preceding the first day of such Payment Quarter, as calculated by the Covered Institution in accordance with Clause 6; and

B = the Charge Factor.

6. 6.1 The Covered Institution shall calculate the amount of Covered Liabilities for each Payment Quarter for the purposes of Clause 5 above, by reference to the latest available monthly management accounts of the Group, if any, for each of the three months preceding the first day of such Payment Quarter.
- 6.2 To the extent that the amount of Covered Liabilities for any Payment Quarter are calculated without management accounts being available for any of the

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relevant months, promptly after such management accounts are available, the Covered Institution shall calculate whether the Quarterly Charge for such Payment Quarter was too high or too low, and promptly notify the Minister accordingly.

- 6.3 If, as a result of the calculation made by the Covered Institution under Clause 6.2, the Quarterly Charge paid in respect of any Payment Quarter exceeds that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (an "excess"), an amount equal to the excess shall be deducted from the Quarterly Charge payable by the Covered Institution on the next Payment Date. If, as a result of the calculation made by the Covered Institution under Clause 6.2 the Quarterly Charge in respect of any Payment Quarter is less than that which should have been paid in respect of the actual Covered Liabilities of the Covered Institution for such Payment Quarter (a "deficit"), then an amount equal to the deficit shall be added to the Quarterly Charge payable on the next Payment Date.
- 6.4 Notwithstanding the foregoing, if there is an excess in respect of the final Payment Quarter, the Minister shall promptly pay an amount equal to such excess to the Covered Institution and if there is a deficit in respect of the last Payment Quarter, the Covered Institution shall promptly pay an amount equal to such deficit to the Minister.
7. Notwithstanding the provisions of Clause 6, the Covered Institution undertakes to use all reasonable endeavours to ensure that it calculates the amount of Covered Liabilities in accordance with Clause 6 accurately. The Covered Institution will procure that its auditors provide a letter to the Minister, in form and substance reasonably satisfactory to the Minister, confirming the amount of Covered Liabilities for such Payment Quarter, such letter to be delivered as soon as practicable after the commencement of each Payment Quarter or otherwise within such period as the Minister may reasonably specify.
8. The Covered Institution HEREBY COVENANTS with the Minister at all times hereafter to be answerable and responsible for and HEREBY UNCONDITIONALLY undertakes to INDEMNIFY the Minister and keep the Minister indemnified on demand against all actions, proceedings, losses, claims, liabilities, payments, demands, expenses, costs or damages arising in respect of all claims and demands made upon the Minister or any liability of any nature incurred by the Minister in relation to (i) the Guarantee and any guarantee given by the Minister in respect of Covered Liabilities of any Subsidiary of the Covered Institution under the Scheme; and/or (ii) the Covered Institution's own obligations and the obligations of any Subsidiary of the Covered Institution under the Scheme; and/or (iii) the obligations of the Covered Institution under this Deed and the obligations of any Subsidiary of the Covered Institution under any other guarantee acceptance deed entered into with the Minister.
9. Upon the Minister notifying the Covered Institution that he has been called upon to make a payment under the Guarantee, the Covered Institution shall pay to the Minister for credit to a designated account of the Minister in the Central Bank (the "Minister's Account") an amount required by the Minister which shall be no greater than the amount called upon under the Guarantee (the "demanded amount"). The entitlement

of the Covered Institution to be repaid any amount so required by the Minister shall be limited in recourse to the amount standing to the credit of the Minister's Account when the demanded amount has been discharged and amounts owing by the Covered Institution under this Deed have been paid in full. The Minister shall be entitled to apply, from time to time, any balance standing to the credit of the Minister's Account in payment of amounts demanded under the Guarantee and amounts owing under this Deed, and such payment shall discharge the obligations of the Covered Institution to indemnify the Minister or make payment under this Deed to the extent (but only to the extent) that the Covered Liabilities or other amounts owing by the Covered Institution under this Deed are discharged irrevocably and unconditionally by such payment. Any credit balance remaining in the Minister's Account after the Guarantee Expiry Date and amounts owing by the Covered Institution under this Deed have been paid in full shall be paid by the Minister to the Covered Institution. In the event that the Minister does not immediately receive an amount required by him to be paid by the Covered Institution under this Clause 9, the Minister shall be entitled to set up a demand loan account in the Covered Institution's name in the Central Bank for the purpose of crediting the required amount to the Minister's Account and interest will accrue on such demand loan account on the basis of a 360 day year at an interest rate equivalent to the European Central Bank Monetary Policy Rate plus 2%.

10. The Covered Institution hereby irrevocably and unconditionally authorises the Minister to make any payments which may be claimed from the Minister and to comply with any demands which may be made upon the Minister in connection with, or by reason of a call on, the Guarantee on the first demand being made upon the Minister without any reference to, or further authority, confirmation or verification from, the Covered Institution and without requiring proof that the amounts so claimed or demanded are or were due and notwithstanding that the Covered Institution may dispute the validity of any such demands or payments or may have a valid defence, counterclaim or right of set-off against any Beneficiary or to or against any demand made by any Beneficiary. Any payment which the Minister shall make in accordance with, or appearing to the Minister to be in accordance with, the Guarantee shall be binding upon the Covered Institution and accepted by it as conclusive evidence that the Minister was liable to make such payment or to comply with such demand and the Minister shall be entitled to treat such claim or demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the claim or demand. The authority given by the Covered Institution and the acknowledgement by the Covered Institution in this Clause 10 that payments made by the Minister are binding on it applies notwithstanding any provision of the Scheme that contemplates that the Minister shall assess the validity of claims and demands, and the Covered Institution acknowledges and agrees that such provisions of the Scheme have been included solely for the protection of the Minister and the State and that they do not operate to confer rights on the Covered Institution.
11. The Minister shall be entitled to enter into such arrangement with any Beneficiary in respect of payments made or to be made to such Beneficiary pursuant to the Guarantee as the Minister and such Beneficiary may from time to time agree.
12. Without prejudice to Clause 3, subject to the requirements of the Treaties governing the European Communities (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) and the Statute of the European System of Central Banks and

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of the European Central Bank, and in accordance with applicable law, the Covered Institution consents to the Minister, the Governor and the Regulatory Authority disclosing to each other any information which they receive (including information received prior to the date hereof) concerning it or its Subsidiaries or any member of its Group and agrees that the Minister, the Governor and the Regulatory Authority may use such information in respect of the performance of the Scheme and the Guarantee or in the case of the Central Bank (including the Regulatory Authority), the performance of its statutory functions. The Covered Institution shall provide such information as the Minister requires to perform his functions under the Act of 2008 and the Scheme. All such information shall be treated as confidential.

13. A certificate in writing from or on behalf of the Minister stating the amount at any particular time due and payable by the Covered Institution to the Minister under this Deed shall (save in the case of manifest error) be conclusive evidence as against the Covered Institution.
14. Any amount demanded under this Deed and for the time being unpaid shall bear interest (after as well as before judgment) at the rate of the European Central Bank Monetary Policy Rate plus 2% per annum.
15. All sums payable by the Covered Institution hereunder shall be paid in full without any deductions, set off, counterclaim or withholding whatsoever and without any deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholding or other charges of whatever nature imposed, levied, collected, withheld or assessed unless the Covered Institution is compelled by law so to do. If the Covered Institution shall be so compelled then the Covered Institution shall forthwith pay to the Minister such additional amounts as may be necessary in respect of its obligations hereunder in order that the net amounts received by the Minister, after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal the amounts due hereunder.
16. The Covered Institution shall pay to the Minister on demand all legal and other costs, charges, expenses (including value added tax) from time to time incurred by the Minister in any way in connection with the giving of the Guarantee and the preparation, negotiation, execution and enforcement of this Deed.
17.
  - 17.1 The Covered Institution hereby represents and warrants to the Minister that it is a credit institution (as defined in the Act of 2008) or a Subsidiary of a credit institution and is duly incorporated under the laws of Ireland. The Covered Institution hereby represents and warrants to the Minister that it has the power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise the execution of this Deed and its performance of its obligations hereunder has been duly taken and the obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it and enforceable in accordance with the terms hereof and the execution of this Deed and the exercise of its rights and performance of its obligations hereunder do not and will not conflict with its constitutive documents and rules and regulations or conflict with any



law, regulation or official or judicial order applicable to the Covered Institution.

- 17.2 Without prejudice to the rights of the Minister to pursue against the Covered Institution all rights and remedies available to it if any of the representations and warranties in Clause 17.1 are incorrect, the Covered Institution shall, within 45 days of the date hereof, deliver to the Minister a legal opinion, from a firm of solicitors reasonably satisfactory to the Minister, in form and substance satisfactory to the Minister confirming the matters set out in Clause 17.1.
18. This Deed and the obligations of the Covered Institution under it shall constitute and be a continuing security to the Minister for as long as any liability in respect of the Covered Institution and any Subsidiary of the Covered Institution shall remain upon him under the Guarantee and the Scheme and will not be discharged or affected by any changes of any kind whatsoever from time to time in the Covered Liabilities, the Beneficiaries, the Scheme or any other guarantee issued in connection with the Scheme or any circumstance of any kind whatsoever (including, without limitation, any act or omission to act of any kind by the Minister or the Beneficiaries which might constitute a legal or equitable discharge of the Covered Institution) which, save for the agreement and acknowledgement of the Covered Institution in this Clause 18, would discharge or affect this Deed or any of those obligations, it being the intention of the Covered Institution that this Deed shall be absolute and unconditional in any and all circumstances.
19. The Covered Institution agrees that the Minister may make variations to the Scheme pursuant to the terms and conditions of the Scheme and the Act of 2008 and to the Charge Factor and agrees to be bound by any variations so made and acknowledges and agrees that its obligations under this Deed shall continue in respect of the Scheme as varied. The Covered Institution undertakes to the Minister that, in the event that the Minister makes any variations to the Scheme, the Covered Institution will enter into such amendments or supplements to this Deed, or such other replacement or further deeds, as the Minister may require. To the extent that the Minister varies the Charge Factor, the Covered Institution shall apply the new Charge Factor in accordance with this Deed.
20. The Covered Institution agrees that, if under any applicable law and whether pursuant to a judgement being made or registered against it or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied by it or on its behalf in a currency (the "other currency") other than that in which the relevant payment is expressed to be due (the "required currency"), then to the extent that the payment actually received by the Minister (when converted into the required currency at the market rate of exchange selected by the Minister for this purpose on the date of payment or, if it is not practicable for the Minister to purchase the required currency with the other currency on the date of payment, at the market rate of exchange selected by the Minister for this purpose as soon thereafter as it is practicable for the Minister to do so) falls short of the amount due under the terms of this Deed, the Covered Institution shall, as a separate and independent obligation, indemnify and hold the Minister harmless against the amount of such shortfall.



21. The Covered Institution shall not, without the Minister's prior written consent, enforce or seek to enforce in competition with the Minister any right of contribution or indemnity from or against any other person to which it may be entitled by reason of performance of its obligations hereunder.
22. No failure or delay on the part of the Minister in exercising any power or right under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
23. This Deed shall remain in full force and effect until the Minister confirms to the Covered Institution that the Minister has been released from liability under the Guarantee and any Guarantee of a Subsidiary under the Scheme and shall inure to the benefit of and be enforceable by the Minister's successors and assigns.
24. If, at any time, any indemnity, covenant or other provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such indemnity, covenant or other provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
25. Any notice or demand by the Minister may be served by facsimile or by delivering the same to the Covered Institution or by ordinary post addressed to the Covered Institution at its registered offices or at its address last known to the Minister for the attention of the Chief Executive Officer and shall be deemed duly given upon despatch if made by facsimile, upon delivery if made by hand or at the expiration of forty eight hours after it has been posted if sent by ordinary post.
26.
  - 26.1 This Deed shall be governed by and construed in accordance with the laws of Ireland.
  - 26.2 The Covered Institution hereby agrees for the exclusive benefit of the Minister that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Minister may elect and the Covered Institution waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient forum. The Covered Institution undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. The Covered Institution hereby consents to the service by post of any process issued in Ireland. Nothing herein shall affect the right to serve process in any other manner permitted by law.
  - 26.3 Nothing in this Clause shall limit the right of the Minister to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not). The Covered Institution agrees that

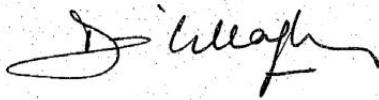
THIS DEED may be sealed by  
closed Irish Banks, p.l.c.  
By [unclear] under 2003 Reg. 2003.

any action against the Minister in connection with this Deed may only be taken in the Courts of Ireland.

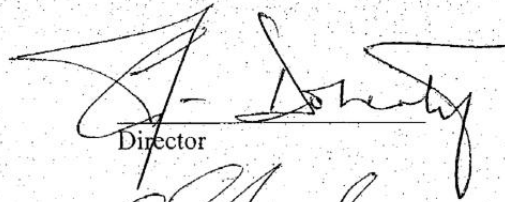
IN WITNESS whereof this Deed has been executed the day first herein set out.

PRESENT when the common seal of  
ALLIED IRISH BANKS, ~~plc~~ p.l.c.  
was affixed hereto:

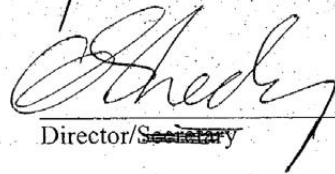
WITNESSED BY:



DAVID O'CALLAGHAN,  
ASSISTANT SECRETARY,  
ALLIED IRISH BANKS, p.l.c.,  
BANKCENTRE,  
BALLSBRIDGE,  
DUBLIN 4.



Director



Director/Secretary