

Method of Payment

Payments on the Securities will be payable in U.S. dollars. The "Record Date" with respect to any Distribution Date will be the fifteenth day prior to such Distribution Date; *provided, however*, that if such fifteenth day is not a Business Day, the Record Date will be the preceding Business Day.

Payments will be made in immediately available funds or, if appropriate instructions are not received at least 15 Business Days prior to the relevant Distribution Date, by check delivered by first class mail to the address of the registered holder (which in the case of Global Securities will be DTC) specified in the Indenture Register or the Share Register, as applicable, at the close of business on the relevant Record Date. Final payments with respect to any Definitive Security will be made upon presentation and surrender of the Security at the office designated for such purposes under the Indenture or the Fiscal Agency Agreement, as applicable.

Any funds deposited with the Trustee or any paying agent in trust for the payment on any Security and remaining unclaimed for two years after such payment has become due and payable will be paid to the Issuer; and the holder of such Security will thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Trustee or such paying agent with respect to such funds (but only to the extent of the amounts so paid to the Issuer) will thereupon cease.

The Trustee will act as paying agent under the Indenture and the Fiscal Agent will act as paying agent under the Fiscal Agency Agreement, and the Co-Issuers will have the right to appoint additional paying agents.

Notices

Except as otherwise specified in the Indenture, notices to securityholders will be given by first-class mail, postage prepaid, to each registered holder (which, in the case of Global Securities, will be DTC) at its address appearing in the Indenture Register or the Share Register, as applicable. In addition, for so long as Notes are listed on the Irish Stock Exchange and the guidelines of the Irish Stock Exchange so require, notice will be provided to the Irish Stock Exchange. Notice will be deemed to have been given on the date of its mailing.

Voting Rights

The Indenture will provide that, with respect to any exercise of Voting Rights (including with respect to remedies, supplemental indentures and Optional Redemption), a Certifying Person will be permitted to direct the Trustee as if it were the registered holder of the related Global Securities. The Trustee will not be required to take any action that it determines might involve it in liability unless it has been provided with indemnity reasonably satisfactory to it. "Certifying Person" means any beneficial owner that provides certification of ownership in the form required under the Indenture, which certification will (x) include a representation that the registered holder has not acted on its behalf with respect to the same action and (y) permit such owner to request confidential treatment of its identity.

Holders of Preferred Shares will have no voting rights, either general or special, in respect of the Issuer, except as set forth in the Memorandum and Articles, the Indenture, the Investment Management Agreement, the Fiscal Agency Agreement or as described herein. Notwithstanding the foregoing, Shareholders will be able to direct a redemption of the Notes pursuant to the Indenture and have certain other voting rights under the Indenture, the Investment Management Agreement and the Fiscal Agency Agreement, as more completely described herein.

Holder Meetings Under the Indenture

The Issuer, at the request and expense of a holder or beneficial owner of interests in Securities, may call a meeting (which may be through a telephone conference call, video conference or similar means) of the owners of interests in Securities. Notice of the meeting will be given, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting not less than 30 nor more than 60 days prior to the meeting date. The persons entitled to vote a Majority of the Notes will constitute a quorum. The Issuer may make such reasonable regulations as it will deem advisable for any meeting.