

on Deferred Interest with respect to any Class of Deferred Interest Notes shall accrue at the Note Interest Rate for such Class until paid as provided herein.

(b) The principal of each Senior Note of each Class matures at par and is due and payable on the Payment Date which is the Maturity Date for such Class of Senior Notes, unless the unpaid principal of such Senior Note becomes due and payable at an earlier date by declaration of acceleration, call for redemption or otherwise. The Income Notes are not entitled to a return of principal but will be entitled to receive distributions out of Principal Proceeds on each Payment Date if and to the extent funds are available for such purpose and to the extent provided by the Priority of Payments. Notwithstanding the foregoing, except as otherwise provided herein, the payment of principal of each Class of Senior Notes may only occur after principal on each Class of Notes that constitutes a Priority Class with respect to such Class has been paid in full and is subordinated to the payment on each Payment Date of the principal and interest due and payable on such Priority Class(es), and other amounts in accordance with the Priority of Payments.

(c) Principal payments on the Notes will be made in accordance with the Priority of Payments and Article 9 hereof.

(d) As a condition to the payment of principal of and interest or other distributions on any Note, without the imposition of withholding tax, the Paying Agent shall require certification acceptable to it to enable the Issuer, the Co-Issuer, the Trustee and any Paying Agent to determine their duties and liabilities with respect to any taxes or other charges that they may be required to deduct or withhold from payments in respect of such Note under any present or future law or regulation of the United States and any other applicable jurisdiction, or any present or future law or regulation of any political subdivision thereof or taxing authority therein or to comply with any reporting or other requirements under any such law or regulation.

(e) Payments in respect of any Note shall be made by the Trustee, or by the Irish Paying and Listing Agent, if applicable, in United States Dollars to DTC or its nominee with respect to a Global Note and to the Holder or its nominee with respect to a Certificated Note or a Definitive Note, by wire transfer, as directed by the Holder, in immediately available funds to a United States Dollar account, maintained by DTC or its nominee with respect to a Global Security, and by the Holder or its designee with respect to a Certificated Note or a Definitive Note; *provided*, that in the case of a Certificated Note or a Definitive Note, the Holder thereof shall have provided written wiring instructions to the Trustee and, if such payment is to be made by the Irish Paying and Listing Agent, the Irish Paying and Listing Agent, on or before the related Record Date; and *provided, further*, that if appropriate instructions for any such wire transfer are not received by the related Record Date, then such payment shall be made by check drawn on a U.S. bank mailed to the address of the Holder specified in the Register.

Upon final payment due on the Maturity of a Security, the Holder thereof shall present and surrender such Security at the Corporate Trust Office of the Trustee or at the office of any Paying Agent on or prior to such Maturity; *provided, however*, that if the Trustee and the Applicable Issuers shall have been furnished such security or indemnity as may be required by them to save each of them harmless and an undertaking thereafter to surrender such certificate, then, in the absence of notice to the Applicable Issuers or the Trustee that the applicable Security has been acquired by a protected purchaser, such final payment shall be made without