# SUPPLEMENTAL SECURITY AGREEMENT

This SUPPLEMENTAL SECURITY AGREEMENT (the “Supplemental Security Agreement”) is dated [B15] between IA Capital Structures (Ireland) plc (the “Issuer”), Sanne Fiduciary Services Limited (the “Trustee”) and GWM LTD as custodian (together with its successors and assigns, the “Broker Dealer of Record”) for the benefit of the Trustee, the Agents and Noteholders (together, the “Secured Parties”) under the Notes, joining for the limited purpose indicated above its execution.

WHEREAS, this Supplemental Security Agreement relates to the [B8] Notes due [B12] (the “Notes”) issued under its € 5,000,000,000 Secured Note Programme.

WHEREAS, the parties hereto agree that this Supplemental Security Agreement shall be a Charging Instrument for the purposes of the Trust Deed.

WHEREAS, it is a condition to the obligation of the Secured Parties under the Notes that the Issuer and the Broker Dealer of Record enter into this Supplemental Security Agreement and that the Issuer grant the security interest provided for herein.

NOW THEREFORE, in consideration of the Notes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to secure the performance by the Issuer of the Issuer’s obligations under the Trust Deed, the parties hereto agree as follows:

## INTERPRETATION. Capitalized terms used herein and not defined herein have the meanings set forth in the Trust Deed in relation to the Notes (the “Trust Deed”). Capitalized terms used and not defined herein or in the Trust Deed that are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (subject to Section 11(e) below, the “UCC”) shall have the respective meanings set forth therein. In the event of any inconsistency between or among the definitions in the Trust Deed and the UCC, the definitions in the Trust Deed shall govern.

## GRANT OF SECURITY INTEREST

### Further to the security interests created by the Trust Deed and the Constituting Instrument, and as supplemental security in order to secure the full and punctual observance and performance when due of all amounts owing by the Issuer and all other obligations of the Issuer under the Notes and the Constituting Instrument (including amounts that accrue after the commencement of any proceeding under any Debtor Relief Laws relating to the Issuer, whether or not a claim for post filing or post petition interest or fees is allowed in such proceeding) and other amounts now or hereafter payable by the Issuer pursuant to the Notes and the Trust Deed (collectively, the “Secured Obligations”), the Issuer hereby charges, assigns, pledges and grants to the Trustee for itself and as trustee for the benefit of the Secured Parties a continuing security interest in and to, and a lien upon and right of set-off against, and agrees to transfer to the Trustee for itself and as trustee for the benefit of the Secured Parties, as and by way of a security interest having priority over all other security interests, subject only to any security created pursuant to the Trust Deed (the “Permitted Liens”), with power of sale, all of the Issuer’s right, title and interest in the following collateral, whether now owned or existing or hereafter acquired or arising and wherever located (the “Collateral”):

#### the account maintained with the Broker Dealer of Record by the Issuer in respect of the Notes being the Custody Account for the purposes of the Trust Deed (the “Securities Account”), all Financial Assets held therein or credited thereto, all Security Entitlements in respect thereof and all other assets, indicated on the Broker Dealer of Record’s books and records as being credited to or recorded in the Securities Account;

#### the margin account bearing account number [B30] held by the Issuer (and any replacement thereof) with [B29] (the "Margin Account Provider"), pursuant to the customer account agreement entered into between the Issuer and the Margin Account Provider dated [B15] as amended by way of side letter dated [B15] (together the "Margin Account Agreement") and entered into between (1) the Issuer; (2) the Trustee; (3) the Margin Account Provider; and; (4) the Broker Dealer of Record, (the "Margin Account"), and all deposit accounts maintained for the benefit of the Issuer in respect of the Notes (collectively, the "Deposit Account") and all amounts on deposit therein;

#### all Accounts, Chattel Paper, Documents, General Intangibles, Instruments, Investment Property, Securities, Financial Assets, Security Entitlements, Money, Securities Accounts, Deposit Accounts, Security Interests, Goods, Commercial Tort Claims, Letters of Credit, Letters of Credit Rights, Fixtures, Supporting Obligations, time deposits of money (whether or not evidenced by certificates and all rights to receive interest on said deposits), oil, gas, minerals and other assets, wherever located, in which the Issuer now has or hereafter acquires any right or interest pursuant to or in respect of the Securities Account or Deposit Account, together with all instruments evidencing the foregoing, and all interest, cash and other property and assets from time to time received, receivable (whether accrued or unpaid, due or not yet due) or otherwise distributed in respect thereof;

#### all books, records (including computer software and electronic records) and property of any kind constituting or relating to any of the foregoing and all powers and rights now owned or hereafter acquired under or with respect to any of the foregoing; and

#### all proceeds and any Proceeds (as defined in the UCC) of any of the foregoing (whether such proceeds arise before or after the commencement of any proceeding under any applicable bankruptcy, insolvency or other similar law, by or against the Issuer or with respect to the Issuer).

### In addition to the security granted by the Issuer under clause 7.2 of the Trust Deed, and Clause 2.2 of the Constituting Instrument, it is intended that the Collateral include all personal property of the Issuer, wherever located, in which the Issuer now has or hereafter acquires any right or interest, pursuant to or in respect of the Notes. The security interest granted by the Issuer pursuant to Section 2(a) is granted as security only and shall not subject the Broker Dealer of Record or any other Secured Party to, or transfer or in any way affect, any obligation or liability of the Issuer with respect to any of the Collateral or any transaction in connection therewith.

## REPRESENTATIONS AND WARRANTIES OF ISSUER

The Issuer represents and warrants to the Broker Dealer of Record that:

### Information Regarding Collateral. Set forth on Schedule I hereto is (i) the Issuer’s exact legal name, (ii) the Issuer’s mailing address for notices, (iii) the Issuer’s jurisdiction of organization or formation, (iv) if different from its mailing address, the Issuer’s place of business or, if more than one, its chief executive office, (v) the Issuer’s form of organization, (vi) the Issuer’s state-issued organizational identification number, if any, (vii) the Issuer’s United States taxpayer identification number, if any, and (viii) a list of all other names (including trade names) used by the Issuer, or any other business organization to which any Issuer became a successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise during the past five years.

### No Other Claims. The Issuer has not performed any acts that could reasonably be expected to prevent the Broker Dealer of Record from enforcing any of the provisions of this Supplemental Security Agreement. No financing statement, security agreement, mortgage, deed, charge or similar or equivalent document or instrument covering all or part of the Collateral has been entered into by the Issuer or is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect or record a Lien on such Collateral except*:* (i) documents and instruments entered into or filed in connection with the Liens created hereunder; and (ii) the Permitted Liens and a Form C1 filing in Ireland relating to the security created in favor of the Trustee in respect of the Permitted Liens. After the date of this Supplemental Security Agreement, no Collateral will be in the possession or under the “control” within the meanings set forth in Article 8 or Article 9 of the UCC, as applicable, of any other Person having a claim thereto or security interest therein, other than the Permitted Liens.

### Filing, Recording or Registration. The Issuer is located (within the meaning of Section 9-307 of the UCC) in a jurisdiction whose law generally requires information concerning the existence of a non-possessory security interest to be made generally available in a filing, recording, or registration system as a condition or result of the security interest’s obtaining priority over the rights of a lien creditor with respect to the Collateral. The Issuer will prepare the requisite Form C1 filings in respect of the Liens created in respect of the Collateral. The Issuer’s sole place of business and registered office is located in Ireland.

### Perfection and Priority. With respect to:

#### the Securities Account, upon the crediting thereto of Securities or other Financial Assets and upon the execution of this Supplemental Security Agreement, (A) the Trustee for itself and as trustee for the benefit of the Secured Parties, will have a valid and, so long as the Collateral continues to be credited to the Securities Account, perfected security interest in the Securities Entitlements in respect of the Securities or other Financial Assets credited to the Securities Account (except that, no representation or warranty is hereby given that all necessary steps to ensure perfection as a matter of Irish law will have been taken at such time), and (B) no action based on an Adverse Claim to such Financial Asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against the Issuer; and

#### the Collateral (other than Collateral as to which a security interest may only be perfected by possession or control) as to which a security interest may be perfected by filing a financing statement under the Uniform Commercial Code as in effect in New York State, upon the execution and delivery by the Issuer of this Supplemental Security Agreement, when a financing statement has been filed in the office of the Recorder of Deeds for New York State, the Liens granted pursuant to this Supplemental Security Agreement will constitute first priority perfected Liens (other than, solely with respect to perfection, the Deposit Account and subject to the Permitted Liens and the security interest created in favor of the Margin Account Provider pursuant to the terms of the Margin Account Agreement) under the UCC in favor of the Trustee; and with respect to the Collateral as to which a security interest may only be perfected by possession or control, when such Collateral or instruments or other documents representing or evidencing such Collateral are delivered to the Trustee in accordance with this Supplemental Security Agreement, the Liens granted pursuant to this Supplemental Security Agreement will constitute first priority perfected Liens (subject to the Permitted Liens and the security interest created in favor of the Margin Account Provider pursuant to the terms of the Margin Account Agreement).

### Third Party Security or Supplemental Security Agreement. The Issuer is not bound under UCC Section 9-203(d) or otherwise by any security or collateral agreement entered into by another Person with respect to the Collateral except as disclosed in writing to the Trustee on or prior to the date of this Supplemental Security Agreement.

## COVENANTS OF ISSUER

In addition to, and not in limitation of, the covenants and agreements of the Issuer in the Trust Deed, from and after the original date of this Supplemental Security Agreement and until the Secured Obligations are fully discharged or otherwise satisfied, the Issuer covenants and agrees with the Trustee as follows:

### Equity Interests. At the date hereof, the Issuer, subject only to the lien and security interest created by the Issuer in favor of the Margin Account Provider pursuant to the terms of the Margin Account Agreement, is the legal and beneficial title holder in respect of the Collateral, and the Issuer will not sell, transfer, redeem or otherwise dispose of any direct or beneficial interest in the Collateral without obtaining the prior written consent of the Trustee.

### Actions Outside the U.S. If and so long as the Collateral includes any Security Entitlement in respect of a Financial Asset issued by a legal entity organized under the laws of a jurisdiction outside the United States of America, the Issuer will take all such action, as requested by the Broker Dealer of Record, as may be required under the laws of such foreign jurisdiction, and all such action as directed by the Trustee, to ensure that the Liens rank prior to all Liens and rights of others therein (other than the Permitted Liens).

### Certain Actions of the Issuer. The Issuer will not, (i) except with at least 30 days prior written notice to the Trustee and the Broker Dealer of Record, move its principal place of business or chief executive office to another jurisdiction or change the law under which it is organized or formed, (ii) change its legal name, identity or organizational structure, (iii) except for the Permitted Liens, enter into or consent to any agreement pursuant to which any Person other than the Broker Dealer of Record will have “control” in respect of the Securities Account within the meanings set forth in Article 8 and Article 9 of the UCC, as applicable, or in respect of the Collateral unless the Issuer shall have the prior written consent of the Trustee, or (iv) establish or maintain any deposit or securities account other than the Deposit Account and the Securities Account. The Issuer agrees not to effect or permit any change referred to in clauses (i) or (ii) of the preceding sentence unless all filings have been made under the Uniform Commercial Code and as may be required under Irish law, or otherwise that are required in order for the Trustee to continue at all times following such change to have a valid, legal and perfected first priority security interest (other than, solely with respect to perfection, the Deposit Account), subject to the Permitted Liens and the security interest created in favor of the Margin Account Provider pursuant to the terms of the Margin Account Agreement, in all of the Collateral.

### Actions with respect to the Collateral. The Issuer will promptly notify the Trustee of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest granted therein pursuant to this Supplemental Security Agreement, and warrant and defend the Issuer’s title in the Collateral, subject to the rights of the Secured Parties, against the claims and demands of all Persons.

### Further Assurances. At any time and from time to time, upon the written request of the Trustee, and at the sole expense of the Issuer, the Issuer will:

#### promptly and duly execute and deliver any and all such further instruments, assignments, agreements, certificates, passbooks or other documents and take such further action as may be necessary, or in the reasonable judgment of the Trustee desirable, for the Trustee to obtain the full benefits of this Supplemental Security Agreement and the rights and powers herein granted (including, without limitation, in connection with any sale of the Collateral or any part thereof by the Trustee when an Event of Default (as defined for purposes of the Conditions) has occurred and is continuing), including in order to (A) create, preserve, more fully evidence or perfect first priority Liens in the Collateral (other than, solely with respect to perfection, the Deposit Account), subject to the Permitted Liens and the security interest created in favor of the Margin Account Provider pursuant to the terms of the Margin Account Agreement, (B) cause the Trustee through the Broker Dealer of Record to have “control” of the Collateral within the meanings set forth in Article 8 and Article 9 of the UCC, as applicable, and as may be required under Irish law, including, with respect to cash or investment property held with a bank or financial intermediary (other than the Securities Account or Deposit Account), causing such bank or financial intermediary to enter into a control agreement with the Trustee in form and substance satisfactory to the Trustee, or (C) enable the Trustee to exercise and enforce any of its rights, powers and remedies with respect to the Collateral. Furthermore (x) to the extent that any part of the Collateral is at any time evidenced by a note, certificate of security, instrument or other document of a character where a security interest therein may be perfected by possession, then the Issuer agrees that it will promptly turn such note, certificate, instrument or other document over to the Trustee and (y) to the extent that any of the Collateral consists of negotiable instruments, securities or like properties which require the endorsement of the Issuer thereon or the specific assignment by the Issuer thereof, the Issuer agrees to promptly endorse and assign the same to the Trustee duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto; and

#### unless otherwise agreed by the Trustee, take any actions necessary to cause the issuers of uncertificated securities (within the meaning of UCC Section 8-102) which may at any time after the date hereof constitute Collateral to cause the Trustee through the Broker Dealer of Record to have “control” of the Collateral within the meanings set forth in Article 8 and Article 9 of the UCC, as applicable, and as may be required under Irish law.

### Broker Dealer of Record. To the extent permitted under applicable laws, the Issuer hereby authorizes the Broker Dealer of Record to execute and file, in the name of the Issuer and/or without its signature, as applicable, UCC financing and continuation statements that indicate the Collateral (i) as all assets of such Issuer or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and any other filing, recording or registration (including any filing, recording or registration that may be necessary or reasonably appropriate under Section 3(c)) that the Trustee in its sole discretion may deem necessary or reasonably appropriate to further protect or maintain the perfection of the security interests in the Collateral granted by the Issuer pursuant to Section 2(a).

### Property in the Accounts. Except as permitted by the Trust Deed, the Issuer shall cause the Broker Dealer of Record to credit to the Securities Account or the Deposit Account all Investments, including any property of any kind received in respect of or attributable to its Investments (including cash), in which the Issuer holds, directly or indirectly, any right, title or interest.

## REMEDIES. (a) If an Event of Default has occurred and is continuing, the Trustee may upon being indemnified, secured and / or prefunded to its satisfaction (and the Issuer agrees it shall be commercially reasonable for the Trustee to) take any one or more of the following actions:

#### exercise, in addition to all other rights and remedies granted to it in this Supplemental Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies available to a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to the Collateral, and all rights under any other applicable Laws and enforce any other remedy available to the Trustee for itself and as trustee on behalf of Secured Parties at law or in equity (including, without limiting the foregoing, a power of sale and a right of appropriation, where applicable);

#### without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, withdraw all Collateral including any cash or Cash Equivalents held in the Securities Account or the Deposit Account, and if there shall be no such Collateral, cash or Cash Equivalents or if such cash or Cash Equivalents shall be insufficient to pay all the Secured Obligations in full, redeem the Collateral or any part thereof or sell, lease, license or otherwise dispose of the Collateral or any part thereof including, without limitation, by any of the following means:

##### a sale of any Collateral, upon giving at least ten (10) days prior written notice to the Issuer (which the Issuer hereby agrees shall constitute reasonable notice) of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made (except in the case of Collateral that threatens to decline speedily in value or is of a type customarily sold on a recognized market, in which case notice shall be as the circumstances shall dictate or permit); provided that (x) any such notice shall contain the information specified in UCC Section 9-613, be Authenticated and be sent to the parties required to be notified pursuant to UCC Section 9-611(c); and (y) if the Broker Dealer of Record fails to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC; and

##### any other sale of Collateral in a commercially reasonable manner, at public or private sales, or otherwise;

#### transfer any of the Collateral into the name of the Trustee or its nominee;

#### enforce collection of any of the Collateral by suit or otherwise; surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligation of any nature of any party with respect thereto; and exercise all other rights of the Issuer in any of the Collateral or as further or otherwise provided pursuant to Section 7;

#### bid for and to acquire, unless prohibited by applicable law, free from any redemption right, the Collateral, or any part thereof, and, if Secured Parties are then the holders of the Secured Obligations or any participation or other interest therein, in lieu of paying cash therefor, the Trustee for itself and as trustee on behalf of Secured Parties may make settlement for the selling price by crediting the net selling price, if any, upon the outstanding principal amount of the Secured Obligations, in such order and manner as the Trustee for itself and as trustee on behalf of Secured Parties, in its discretion, may deem advisable. The Trustee for itself and as trustee for the benefit of Secured Parties, upon so acquiring the Collateral, or any part thereof, shall be entitled to hold or otherwise deal with or dispose of the same in any manner not prohibited by applicable law; and

#### take possession or control of any proceeds of the Collateral.

## (b) From time to time the Trustee may, but shall not be obligated to, postpone the time and change the place of any proposed sale of any of the Collateral for which notice has been given as provided above if, in the judgment of the Trustee, such postponement or change is necessary or appropriate in order that the provisions of this Supplemental Security Agreement applicable to such sale may be fulfilled or in order to obtain more favorable conditions under which such sale may take place. In case of any sale by the Trustee of any of the Collateral on credit, which may be elected at the option and in the complete discretion of the Trustee for itself and as trustee on behalf of Secured Parties, the Collateral so sold may be retained by the Trustee for itself and as trustee for the benefit of Secured Parties until the selling price is paid by the purchaser, but neither the Trustee nor the Secured Parties shall incur any liability in case of failure of the purchaser to take up and pay for the Collateral so sold. In case of any such failure, such Collateral so sold may be again similarly sold. After deducting all costs and expenses of every kind (including, without limitation, the reasonable attorneys’ fees and legal expenses incurred by the Trustee), the Trustee shall apply the proceeds of any sale or sales to pay the Secured Obligations in such order and manner as the Trustee in its discretion may deem advisable. The excess, if any, shall be paid to the Issuer. Neither the Broker Dealer of Record nor Secured Parties shall incur any liability as a result of the sale of the Collateral at any private sale or sales.

## (c) In view of the position of the Issuer in relation to the Collateral comprised of Equity Interests (“Equity Interest Collateral”), or because of other current or future circumstances, a question may arise under the U.S. Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the “Federal Securities Laws”) with respect to any disposition of the Equity Interest Collateral permitted hereunder. The Issuer understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Trustee if the Trustee were to attempt to dispose of all or any part of the Equity Interest Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Equity Interest Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Trustee in any attempt to dispose of all or part of the Equity Interest Collateral under applicable “blue sky” or other state securities laws or similar laws analogous in purpose or effect. The Issuer recognizes that in light of such restrictions and limitations the Trustee may, with respect to any sale of the Equity Interest Collateral, limit the purchasers to those who will agree, among other things, to acquire such Equity Interest Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. The Issuer acknowledges and agrees that in light of such restrictions and limitations, the Trustee, in its sole and absolute discretion (a) may proceed to make such a sale in accordance with applicable Federal Securities Laws and state securities laws, whether or not a registration statement for the purpose of registering such Equity Interest Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) in compliance with applicable Federal Securities Laws and state securities laws, may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. The Issuer acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Trustee shall incur no responsibility or liability for selling all or any part of the Equity Interest Collateral at a price that the Trustee, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 5(c) will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Trustee sells.

## (d) Application of Irish Land and Conveyancing Law Reform Act 2009.

#### In the event: (1) that the laws of Ireland apply to: (aa) the Collateral or any part of, or any right or claim relating to, the Collateral, or (bb) the security interest and lien created by this Supplemental Security Agreement; or (2) the appointment in Ireland of a receiver, liquidator, examiner or similar officer to the Issuer, or over any or all of its assets, the provisions of Chapter 3 (Obligations, powers and rights of mortgagee) of Part 10 (Mortgages) of the Land and Conveyancing Law Reform Act of 2009, as the same has been or may from time to time be amended (the “LCA”), subject to sub-paragraphs (ii), (iii) and (iv) below, shall apply to this Supplemental Security Agreement notwithstanding anything to the contrary contained in this Supplemental Security Agreement.

#### The provisions of sections 96(1)(c) (Powers and rights generally), 97 (Taking possession), 99(1) (Mortgagee in possession), 101 (Applications under sections 97 and 100), 103(2) (Obligations on selling), 106(3) (Mortgagee’s receipts), 107 (Application of proceeds of sale), 108 (1), (4), (5) and (7) (Appointment of receiver) and 109 (Application of money received) of the LCA shall not apply to this Supplemental Security Agreement. The Trustee may by instrument in writing delegate to any receiver all or any of the rights powers and discretions vested in it hereunder and / or the Trust Deed pursuant to Section 108 (3) of the LCA.

#### The restrictions and any requirements to give notice to the Issuer contained in section 100 (Power of sale) of the LCA shall not apply to this Supplemental Security Agreement.

#### The Issuer shall not be entitled to take any action in respect of the Collateral, or any part of, or any right or claim relating to, the Collateral pursuant to section 94 (Court order for sale) of the LCA.

## Application of Proceeds.

The provisions of clause 7 (Security and Application of moneys received by the Trustee) of the Trust Deed shall apply.

## Agent’s Appointment as Attorney-in-Fact.

The Issuer hereby irrevocably constitutes and appoints the Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Issuer and in the name of the Issuer or in its own name, at any time and from time to time in the Trustee’s discretion, for the purpose of carrying out the terms of this Supplemental Security Agreement, for the benefit of the Secured Parties and at the expense of the Issuer, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Supplemental Security Agreement or the Trust Deed, and, without limiting the generality of the foregoing, the Issuer hereby gives the Trustee the power and right, on behalf of the Issuer, without notice to or assent by the Issuer, to take any of the actions described in Section 5 and to do any of the following:

#### in the Issuer’s name or in its own name, to demand redemption of Investments in Investment Funds and to receive, endorse and collect all proceeds of redemptions of such Equity Interests;

#### in the name of the Issuer or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, Chattel Paper, General Intangible or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Trustee for the purpose of collecting any and all such moneys due under any Account, Instrument, Chattel Paper, General Intangible or with respect to any other Collateral whenever payable;

#### to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Supplemental Security Agreement and to pay all or any part of the premiums therefor and the costs thereof;

#### to execute, in connection with any sale provided for in Section 5 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

#### to transfer any of the Collateral into the name of the Trustee or its nominee;

#### (A) to vote at meetings of the issuers of any Collateral in respect of any existing or future shares of the Issuer in such Collateral; and (B) to act as the Issuer’s authorized representative and attorney-in-fact to sign resolutions in writing of an issuer of any Collateral in respect of any existing or future assets of the Issuer in the Collateral; and

#### (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Trustee or as the Trustee shall direct; (B) to ask or demand for, collect, receive and give acquittance for payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence, compound and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Issuer with respect to any Collateral; (F) to settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases or to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto as the Trustee may deem appropriate; and (G) generally, to sell, charge, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Trustee were the absolute owner thereof for all purposes, and to do, at the Trustee’s option and the Issuer’s expense, at any time, or from time to time, all acts and things which the Trustee deems necessary to protect, preserve or realize upon the Collateral and the Trustee’s Liens thereon for the ratable benefit of the Secured Parties and to effect the intent of this Supplemental Security Agreement, all as fully and effectively as the Issuer might do.

Anything in this Section 7 to the contrary notwithstanding, the Trustee agrees that it will not exercise any rights under the power of attorney provided for in this Section unless the Trustee is exercising its rights of enforcement pursuant to the Trust Deed.

The Issuer hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

## OWNERSHIP RIGHTS; payments and distributions.

(a) Unless and until an Event of Default has occurred and is continuing:

#### The Issuer shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of any Collateral or any part thereof for any purpose consistent with the terms of this Supplemental Security Agreement and the Trust Deed; and

#### The Issuer shall deposit and hold in the Security Account or the Deposit Account (i) any and all income, distributions, dividends or payments (howsoever described) on or distributed in respect of the Collateral and (ii) all cash or Cash Equivalent returns on capital and all other distributions made on or in respect of the Collateral, whether received in exchange for Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, and all such property and proceeds shall be and become part of the Collateral.

(b) All interest, principal or other distributions received by the Issuer contrary to the provisions of this Section 8 shall be held in trust for the benefit of the Trustee, shall be segregated from other property or funds of the Issuer and shall be forthwith delivered to the Trustee upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Trustee pursuant to the provisions of this paragraph (b) shall be retained by the Trustee in an account to be established by the Trustee upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 6.

(c) Upon the occurrence and during the continuation of an Event of Default, all rights of the Issuer to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 8 shall cease, and all such rights shall thereupon become vested in the Trustee or its assignee, which shall have, to the extent of the Trustee’s interest in the Collateral, the sole and exclusive right and authority to exercise such voting and consensual rights and powers.

## Limitation on Duty in Respect of Collateral.

Except to the extent required by law, beyond the exercise of reasonable care in the custody and preservation thereof, the Trustee will have no duty as to any Collateral in its possession or control or in the possession or control of any sub-agent or bailee (including, without limitation, any Securities Intermediary) or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Trustee will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee (including, without limitation, any Securities Intermediary) selected by the Trustee in good faith, except to the extent that such liability arises from the Trustee’s gross negligence or willful misconduct.

## Termination, Release.

The Liens granted by the Issuer shall terminate and all rights to the Collateral shall revert to the Issuer when the Trustee has confirmed in writing (such written confirmation not to be unreasonably delayed) that (i) the Trust Deed shall have terminated and all transactions entered into pursuant thereto shall have been terminated or completed; and (ii) all Secured Obligations shall have been paid in full. Upon any termination of the Liens and release of Collateral, the Trustee will, at the expense of the Issuer, execute and deliver to the Issuer such documents as the Issuer shall reasonably request to evidence the termination of the Liens and the release of the Collateral.

## MISCELLANEOUS.

### Notices.

#### Each notice, request or other communication given to any other party hereunder shall be made in accordance with the Trust Deed.

### No Implied Waivers; Remedies Not Exclusive. No failure of the Trustee or any other Secured Party to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy hereunder or under the Trust Deed shall operate as a waiver thereof; nor shall any single or partial exercise by the Trustee or any other Secured Party of any right or remedy under the Trust Deed preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by the Trustee for itself and as trustee on behalf of the Secured Parties, or by the Secured Parties of any default shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by the Trustee for itself and as trustee on behalf of the Secured Parties, or by the Secured Parties be deemed to be a continuing waiver. The rights and remedies specified herein and in the Trust Deed are cumulative and are not exclusive of any other rights or remedies they would otherwise have under applicable law.

### Successors and Assigns. This Supplemental Security Agreement is for the benefit of the Trustee and the Secured Parties. If all or any part of a Secured Party’s interest in any Secured Obligation is assigned or otherwise transferred, the transferor’s rights hereunder, to the extent applicable to the obligation so transferred, shall be automatically transferred with such obligation. This Supplemental Security Agreement shall be binding on the Issuer and its successors and assigns; provided, that the Issuer shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Trustee, and any attempted assignment without such consent shall be null and void.

### Amendments and Waivers. Neither this Supplemental Security Agreement nor any provision hereof may be waived, amended, modified or terminated except pursuant to an agreement or agreements in writing entered into by the parties hereto.

### Choice of Law. This Supplemental Security Agreement shall be construed in accordance with and governed by the laws of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law but otherwise without regard to the conflict of law principles thereof) except (i) as otherwise required by mandatory provisions of law, (ii) to the extent that remedies provided by the laws of any jurisdiction other than the State of New York are governed by the laws of such jurisdiction and (iii) to the extent the perfection, the effect of perfection or non-perfection, or the priority of any Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, each reference to “UCC” herein shall mean the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

### Submission to Jurisdiction. Each of the parties agrees that it shall bring any legal action or proceeding against any other party arising out of or relating to this Supplemental Security Agreement in a New York State court or Federal court of the United States of America sitting in New York City. Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of, and each other party to this Supplemental Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of, any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Supplemental Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Supplemental Security Agreement shall affect any right that the Trustee may otherwise have to bring any action or proceeding relating to this Supplemental Security Agreement or the Trust Deed against the Issuer or its properties in the courts of Ireland or any other jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Supplemental Security Agreement in any New York State or Federal court or any court in Ireland. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

### WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS SUPPLEMENTAL SECURITY AGREEMENT OR THE TRUST DEED. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SUPPLEMENTAL SECURITY AGREEMENT AND THE TRUST DEED, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(g).

### Headings. The headings to the various paragraphs of this Supplemental Security Agreement shall have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Supplemental Security Agreement. This Supplemental Security Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

### Severability. In the event any one or more of the provisions contained in this Supplemental Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. In the event that the Lien granted or purported to be granted pursuant to this Supplemental Security Agreement or the Trust Deed should be held invalid, illegal or unenforceable in respect to any specific item of Collateral, then such grant shall deemed to be limited to such property in respect of such item of Collateral with respect to which the Lien granted hereby or in the Trust Deed (if any) would be valid, legal or enforceable (it being understood that the invalidity or reduction in scope of a Lien on a particular item of Collateral in a particular jurisdiction shall not in and of itself affect the validity or scope of such Lien in any other jurisdiction).

### Conflicting Provisions. In the event of any conflict between the terms of this Supplemental Security Agreement and the terms of the Trust Deed, the terms of the Trust Deed shall control.

### Limited Recourse. Notwithstanding any other provision of this Supplemental Security Agreement or otherwise, the Trustee, the Agents, any party to the Trust Deed or any receiver appointed under or pursuant to the Trust Deed and/or, if applicable, this Supplemental Security Agreement, the Noteholders and the holders of Coupons or Receipts (in their respective capacity as such) shall have recourse only to the Mortgaged Property (or a part thereof if so provided in the Notes). Neither the Trustee, nor any Agents nor any such receiver nor any Noteholder or Couponholder or Receiptholder having realised the same and distributed the net proceeds thereof, shall be obliged or entitled to take any further steps against the Issuer or any of its other assets to recover any sums due but still unpaid in respect of the Notes, the Trust Deed, the Constituting Instrument or the Supplemental Security Agreement or otherwise and all claims in respect of such sums due but still unpaid shall be extinguished (save for lodging a claim in the liquidation of the Issuer initiated by another person or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer). In particular, neither the Trustee nor any Agent nor any such receiver nor any Noteholder or Couponholder or Receiptholder shall be entitled to petition or take any other step for the winding-up, the liquidation, examinership or the bankruptcy of the Issuer or any similar insolvency related proceedings, nor shall any of them have any claim in respect of any sum arising in respect of the Mortgaged Property of any other Series except as specifically provided in the Conditions relating to that Series or in respect of any other assets of the Issuer. The provisions of this Section 11(k) shall survive the termination of this Supplemental Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Security Agreement to be duly executed and delivered as of the date first set forth above.

GIVEN under the common seal ofIA CAPITAL STRUCTURES (IRELAND) PLC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Director)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Director/Secretary)

Signed as a deed for and on behalf of

GWM ltd as Broker Dealer of Record

By:   
Name: Jose C. Gonzalez  
Title:

By:   
Name:  
Title:

GIVEN under the common seal ofSanne FIDUCIARY SERVICES Limited, as Trustee

By:   
Name:  
Title:

By:   
Name:  
Title:

**Schedule I**

**Notice Information; Information Regarding Collateral**

1. **Name.** The exact legal name of the Issuer as that name appears on its formation documents as registered in the jurisdiction identified below and, if the Issuer is a registered organization, on the public record of the Issuer’s jurisdiction of organization, is as follows:

|  |  |
| --- | --- |
| **Name of Issuer** | **Jurisdiction of Organization** |
| IA Capital Structures (Ireland) plc | Ireland |

2. **Other Identifying Factors**

(a) The following is the mailing address of the Issuer for notices:

|  |  |
| --- | --- |
| **Name of Issuer** | **Address & E-Mail Address** |
| IA Capital Structures (Ireland) plc | 22 Clanwilliam Square  Grand Canal Quay  Dublin 2  Email: IACapital@sannegroup.com |

(b) If different from its mailing address, the Issuer’s place of business or, if more than one, its chief executive office is located at the following address:

|  |  |
| --- | --- |
| **Name of Issuer** | **Other place of business or chief executive office** |
| N/A | N/A |

(c) The following is the type of organization of the Issuer:

|  |  |
| --- | --- |
| **Name of Issuer** | **Type of Organization** |
| IA Capital Structures (Ireland) plc | Public limited company |

(d) The following is the Issuer’s state-issued organizational identification number:

|  |  |
| --- | --- |
| **Name of Issuer** | **Organization Identification Number** |
| IA Capital Structures (Ireland) plc | 502865 |

(e) The following is the Issuer’s United States tax identification number (state “None” if the Issuer is not a United States entity):

|  |  |
| --- | --- |
| **Name of Issuer** | **Tax Identification Number** |
| IA Capital Structures (Ireland) plc | None |

3. (a) The following is a list of all other names (including trade names) used by the Issuer, or any other business organization to which any Issuer became a successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise during the past five years:

|  |  |
| --- | --- |
| **Name of Issuer** | **Trade names, predecessor organizations** |
| IA Capital Structures (Ireland) plc | None |