ISSUANCE

AGREEMENT

**[Today’s date Month Day, Year]**

**[Signatory Name]**

**[Signatory Company]**

**[Signatory Address]**

**Re: IA Capital Structures (Ireland) plc (the "Issuer") [Series Name] (Series [Series Number]) Notes due [Due Year] (the “Notes”) to be issued under the secured note programme arranged by FlexFunds Ltd. (the "Programme")**

Dear Sirs:

Reference is made to that certain engagement letter dated **[Engagement Letter Date]**, (the “Engagement Letter”) between **[Signatory Company]** (the "Client" or "you") and FlexFunds Ltd. (the "Arranger", "we" or "us"). As set forth in Section 1(c) of the Engagement Letter, the parties agreed to enter into this Issuance Agreement and agree that this Issuance Agreement sets forth the final terms of the Series as set forth in the appended term sheet (the “Term Sheet”) at Annex A.

1. **The Term Sheet.**

The parties agree that the Term Sheet appended to this Issuance Agreement at **[Annex A]** constitutes the final terms of the Series. The terms are based on information provided by the Client to the Arranger. The Client shall carefully review the Term Sheet before executing this Issuance Agreement and agrees to be bound by the Term Sheet on execution of this agreement. After the execution of this Issuance Agreement, the Arranger, on the Client’s request, will provide an estimate date the Notes will be issued.

1. **Fee Schedule for Subsequent Changes to the Term Sheet.**

Changes requested by the Client after the Client enters into this Issuance Agreement requires changes to the Term Sheet and changes or amendments to the Series documentation. The Client therefore agrees that any subsequent changes to the Term Sheet it requests after the execution of this Issuance Agreement will be subject to the following fee schedule, which consist of a fee to FlexFunds and legal costs for the changes or amendments:

* + 1. If the Client provides the changes **[X]** business days before the Series is issued, the Client shall pay a **[$\_\_\_\_\_\_\_]** fee.
    2. If the Client provides the changes **[X]** business days before the Series is issued, the Client shall pay a **[$\_\_\_\_\_\_\_]** fee.
    3. If the Client provides the changes after the Series is issued, the Client shall pay a **[$\_\_\_\_\_\_\_]** fee.

Yours faithfully,

Signed for and on behalf of **FLEXFUNDS LTD.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mario Rivero

Duly authorised signatory

We agree to the foregoing in principle and subject to contract:

Signed for and on behalf of **[Signatory COmpany]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Signatory Name]**

Duly authorised signatory